

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

1. RECITALS

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

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

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

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

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

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

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

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

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

2. TERMS & CONDITIONS

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

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

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

e. **Order of Precedence.**

- (1) General terms and conditions
- (2) Specifications and scope of work
- (3) Attachments and exhibits
- (4) Documents referenced or included in the solicitation

2.6. **Confidentiality.**

a. **Obligation.** The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the “**Disclosing Party**”) to which a Party(ies) (the “**Receiving Party**”) may become privy during the Term of this Master Agreement (collectively, the “**Information**”) constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties’ Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties’ Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party’s employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.

b. **Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. If to **CCOG**:

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

ii. If to **EQUALIS**:

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

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

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

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

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

2.19. Nondiscrimination & Intimidation.

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



MARCH 10, 2022

Make the mark.

COOPERATIVE COUNCIL OF GOVERNMENTS
RFP # COG-2127 - Cybersecurity Products & Services
Technical Proposal



Plante & Moran, PLLC
P.O. Box 307
3000 Town Center, Suite 100
Southfield, MI 48075
Tel: 248.352.2500
Fax: 248.352.0018
plantemoran.com

March 10, 2022

Mr. Norm Hinman
Information Security Administrator
City of Roseville
316 Vernon Street, Suite 300
Roseville, CA 95678

Dear Norm,

Thank you for the opportunity to submit our proposal for cybersecurity products & services to Cooperative Council of Governments (“CCOG”). We anticipate that you want to engage a firm capable of exceeding your expectations as well as one that understands your organization and its unique needs.

With over 30 years of assisting public and private sector clients in providing cybersecurity services; we are intimately familiar with the challenges faced by our clients. Our proposed team assists governmental clients across the country with cybersecurity policies and procedures consultation, cybersecurity reviews, IT risk assessments, PCI-DSS compliance services, penetration testing, and other IT consulting services. We have worked with clients of varied sizes and budgets and have developed practical, implementable IT recommendations and solutions for each of them. Our range of knowledge will offer significant value to CCOG members as it contemplates opportunities to identify vulnerabilities and improve network security internal controls. Utilizing industry-standard tools and tailored methodologies, our skilled team of professionals will deliver a cost-effective and timely assessment. They will provide practical recommendations to mitigate identified risks and leverage existing resources. We have also compiled an unsurpassed database of best practices relative to cybersecurity and technology risk management to assure a successful and tailored deliverable.

Plante Moran offers:

- **A proven methodology and approach** based on over 30 years of experience in providing cybersecurity and technology audit services for public sector clients.
- **Up to date cybersecurity expertise** acquired from utilizing industry best practice tools (NIST, ISO 27002, COBIT) and researching the latest regulatory guidance (GDPR, HIPAA, PCI-DSS, GLBA, FERPA) used in conjunction with conducting information technology audit and assessments, cybersecurity risk assessments, regulatory compliance assessments, and providing related guidance concerning IT governance for clients.
- **Relevant industry expertise** conducting various technical and administrative cybersecurity consulting engagements for clients including recent engagements for the following entities:
 - ◆ Broward County, FL
 - ◆ Orange County, CA
 - ◆ City of Detroit, MI
 - ◆ City of Sunnyvale, CA
 - ◆ New York State Teachers Retirement, NY
 - ◆ City of Tacoma, WA
 - ◆ Colorado Springs, CO
 - ◆ Hampton Roads Transit Authority, VA



- **Independence** from third-party system and hardware providers, which allows us to assist in objective cybersecurity assessments and recommendations that best meet the needs of our clients. We also do not provide implementation or managed security services and thus our recommendations will not be biased toward Plante Moran providing services or solutions to improve controls.
- **A strong dedicated team** of cybersecurity consultants who have served public sector organizations and corporate entities across the United States and are:
 - ♦ **Familiar with the full range of emerging technologies and associated cyber risks** specific to the public sector, such as mobile technologies, smart cities, cloud computing, Internet of Things (IOT), big data, and digital government services.
 - ♦ **Professionally certified with information security specialist designations** including: Certified Information Systems Auditor (CISA), Certified Information Security Manager (CISM), Certified Information Systems Security Professional (CISSP), Qualified Security Assessor (QSA), Certified Ethical Hacker (CEH), and Certified Expert Penetration Tester (CEPT).
 - ♦ Trained professionals in **best practice technology management and service** frameworks, including the National Institute of Standards and Technology (NIST), Control Objectives for Information and Related Technology (COBIT), Information Technology Infrastructure Library (ITIL), and International Organization for Standardization (ISO).
- **A high level of client satisfaction** reflected by providing assessment and planning services for clients who request subsequent solution selection or implementation management assistance.

Based on our understanding, we will serve as a **Trusted Partner** to meet your desired result from this engagement. We encourage you to call our references as part of your due diligence. You will find that they will attest to the quality of our work. Plante Moran submits this proposal in strict accordance with your RFP requirements. Our proposal is valid for 180 days from the proposal due date.

If you have any questions concerning this proposal, please contact me at 248-223-3428 or raj.patel@plantemoran.com.

Sincerely,

PLANTE & MORAN, PLLC



Raj Patel, Engagement Partner

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COVID-19 protocols

We're committed to maintaining the highest possible level of client service while protecting our clients, staff, families, and communities. Throughout the COVID-19 pandemic, our dedicated task force of leaders across the firm have monitored, addressed, and mitigated risks presented by the virus, and we've strictly adhered to all guidance presented by the Centers for Disease Control and Prevention (CDC), the Occupational Safety and Health Administration (OSHA), the World Health Organization (WHO), and other trusted public health officials.

Each of our staff has made this pledge: "I commit to embody the firm's 'We Care' philosophy by following all safety protocols as established by the firm to promote a safe work environment for my fellow PMers and clients."

Our updated COVID-19 policies include the following protocols, which will continue to be updated as often as necessary:

- **Return-to-office program:** We have reopened our offices to 50% capacity and are following local and OSHA guidance regarding social distancing, distance between workspaces, cleanliness, mask wearing, etc. Staff who can effectively work remotely are able to continue doing so.
- **Vaccination policy:** We have implemented a voluntary vaccination tracking policy and protocols surrounding vaccination status. In accordance with OSHA guidelines, staff who are not fully vaccinated must adhere to social distancing and masking requirements when interacting with others.
- **Daily health checks:** Our internal health check form asks all staff to confirm daily whether they're working from home or from a Plante Moran office, client site, or other work location. Staff must certify they are free from symptoms of COVID-19 and any known exposure prior to work at any environment outside their homes.

What this means for Cooperative Council of Governments

- **The right technology in place to perform our work remotely:** Our Client Collaboration Center allows our team and yours to securely share and access files 24/7. We'll exercise flexibility in planning an engagement approach that works for your team, striking the right balance between virtual and in-person work.
- **Communication that fits your needs:** We'll coordinate video or conference calls — and in-person meetings as requested — with your team at a frequency that meets the needs of your engagement and your preferences.
- **Regular updates on the ongoing business impacts of COVID-19:** Our [COVID-19 Resource Center](#) will continue to keep you updated with relevant economic analysis, crisis management guidelines, notices of changing regulations, and more to support the Cooperative Council of Governments.

If you have any questions, Engagement Partner Raj Patel is awaiting your call. Cooperative Council of Governments **needs a trusted advisor — now more than ever — and we're ready to fulfill that role.**

1. Overview & Qualifications



1.1. Company information

1.1.1. Company Name

Plante & Moran, PLLC

1.1.2. Corporate Street Address

3000 Town Center, Suite 100, Southfield, MI 48075

1.1.3. Remittance Address:

16060 Collections Center Drive, Chicago, IL 60693

1.1.4. Main Telephone Number

248-352-2500

1.1.5. Website:

www.plantemoran.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.

Plante Moran was founded in the year 1924 and has been operating under the same business name since.

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.

- Corporation – provide the State of incorporation and the company ownership structure.
- Partnership – provide the State of registration and the names of all partners.
- Sole Proprietorship – provide the State of registration and the name and title of the principal.
- Joint Venture – provide the State of registration and the names and titles of all principals.
- Other – provide detailed description of corporate structure and ownership.

Plante Moran is registered in the State of Michigan.

Plante Moran is strong as a firm because our people — and our leadership — are strong. Firm Managing Partner Jim Proppe leads our firm with the collaboration of nine group managing partners who are responsible for leading specific areas of the firm, as shown below. Other members of firm leadership include our chief information officer, chief financial officer, and director of human resources. This team steers our firm with a focus on future success, both for Plante Moran and the organizations we are privileged to serve.



Jim Proppe
Firm Managing Partner and Chief Executive Officer



Frank Audia
Group Managing Partner, Tax



Beth Bialy
Group Managing Partner, Nonprofit and Public Sector Industries



Laura Claeys
Group Managing Partner, Michigan and Colorado Offices



Jason Drake
Group Managing Partner, Chicagoland, Ohio, and International Offices



Dennis Graham
Group Managing Partner, Management Consulting



John Lesser
Group Managing Partner, Wealth Management



Chris McCoy
Group Managing Partner, Firm Administration



Brad Virkus
Group Managing Partner, Commercial Industries



Bryan Welsh
Group Managing Partner, Assurance



Paul Blowers
Chief Information Officer



Dan Trotta
Chief Financial Officer



Diana Verdun
Director of Human Resources

1.1.8. Federal Tax ID# or Social Security #

38-1357951

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:

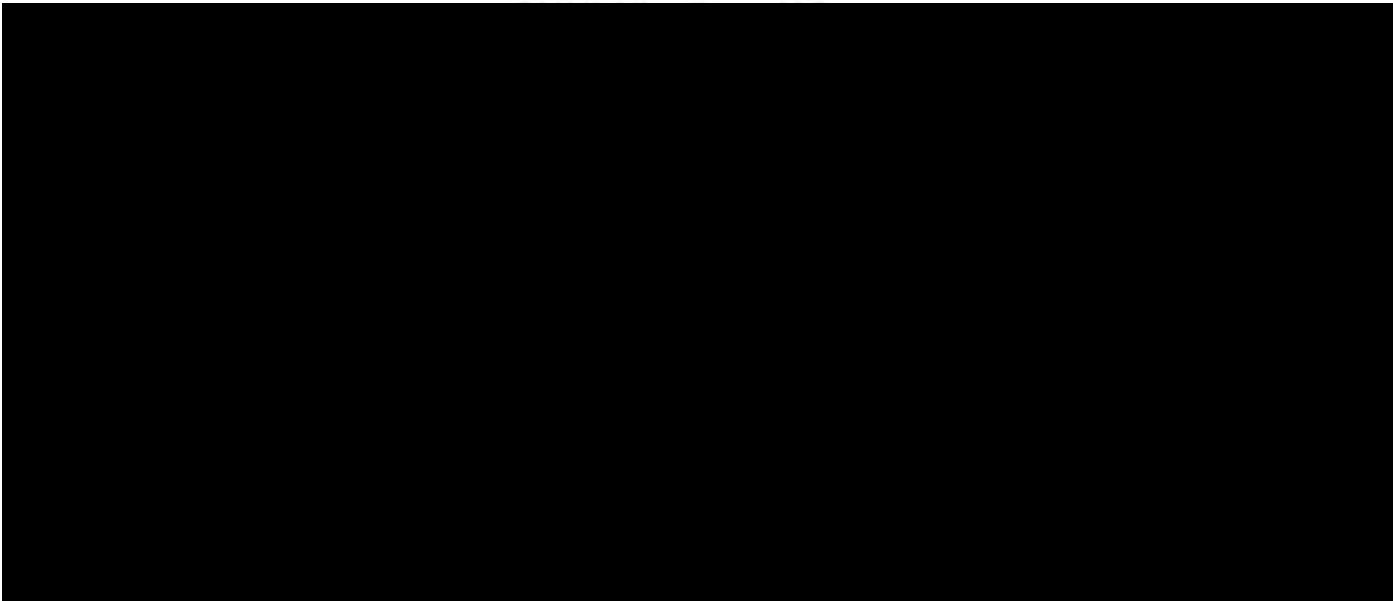
Raj Patel, Engagement Partner

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).

Raj Patel, Engagement Partner

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.



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.

Plante Moran has never filed, nor had filed against it, any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. The same is true for any principal of the firm.

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.

IDENTIFIER	NATURE OF CLAIM	RESOLUTION/STATUS
Tax Matter A	Claimant alleged errors in certain tax structuring advice.	The lower court granted summary judgment in favor of Plante Moran; the appellate courts affirmed the

		trial court decision in Plante Moran's favor.
Tax Matter B	Claimant was an audit client that claims they were relying on Plante Moran to inform them of tax filing obligations	Plante Moran has denied liability and is defending against the claim.

1.3. Industry qualifications

1.3.1. Company Identification. How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?

We are the 13th largest certified public accounting and management consulting firm in the nation. With a history spanning nearly 100 years, our firm provides clients with financial, human capital, operations improvement, strategic planning, technology selection and implementation, and family wealth management services.

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.

Not Applicable. Plante Moran is not considered as a distributor/dealer/reseller (or similar entity)

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?

Our professional services are delivered based on established relationship with existing clients and the growth of new business relationships through our professional development activities (e.g., speaking opportunities at industry conferences, participation in industry organizations).

1.3.4. Industry Experience. How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?

Plante Moran has been offering cybersecurity products and services for more than 30 years. Our cybersecurity services represent approximately 40% of our management consulting practice operating revenue over the last three years.

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.

Below is a summary of Plante Moran's overall service capabilities and cybersecurity services. It is our intention to provide services under our cybersecurity service offerings to potential clients under this contract.

Firm service capabilities

Whether you need a single, specific function or comprehensive service, we have the knowledge, experience, and resources to meet your goals.



Audit & accounting

- Financial statement audits
- Budget reviews & projections
- Long-range financial projections
- Analysis of impact of proposed legislation
- Employee benefit plan audits
- Single audits



Technology

- Security assurance
- Meaningful use compliance
- PCI DSS compliance
- ERP system implementation
- HIPAA security
- Internal controls review
- Decision support software, installation, & consulting
- Infrastructure & software services
- Communications & networking
- Contract negotiations



Wealth management

- Institutional investment
- Insurance services
- Investment advisory
- Individual tax
- Trust



Human capital

- Early retirement incentive plan, design, & consulting
- Employee benefit strategies
- Psychological assessment



International

- Financial structuring
- Co-sourcing
- Expatriate contacts
- Global assessment



Operations & process

- Needs assessment
- Process redesign
- Operations review
- Rightsizing/cost containment
- Shared services/collaboration



Tax

- State & local tax
- Federal tax
- Tax planning & preparation
- Tax research



Business advisory

- Enterprise risk services & internal audit
- Compliance program services
- Market studies
- Financial feasibility studies
- Financial modeling
- Debt capacity analysis
- Due diligence
- Valuation
- Fraud-related services
- Strategic & business planning

Cybersecurity services

When your goal is to provide a secure, well-controlled IT environment, Plante Moran can assist with the following:



Cyber governance

- NIST cybersecurity standards
- COSO/COBIT standards
- SANs top 20 security controls
- Security awareness
- Cyber incident response planning
- BCP/DRP
- 7-point cybersecurity assessment



Security risk assessments

- Data and application mapping
- Vendor management
- Threat analysis
- Controls mapping
- Maturity models
- Risk-based IT audit planning
- Cybersecurity program



SOC examinations

- Readiness assessment
- SOC 1
- SOC 2
- SOC 3
- SOC for cybersecurity
- Privacy reviews



IT audits

- General controls review (access, physical, operational controls)
- Application controls assessment (SAP, Oracle, PeopleSoft, QAD, Plex, Epicor)
- User access reviews
- ERP security and controls
- Pre/post-implementation controls review



Attack and pen

- External penetration testing
- Infrastructure security assessment
- Vulnerability assessment services
- Social engineering tests
- Web application security
- Database security
- Wireless security
- Virtualization security
- Cloud computing security
- Mobile device security



Security compliance

- Sarbanes-Oxley
- PCI DSS
- HITRUST
- ISO27001 security standards
- Financial services regulations (FFIEC, BSA, NACHA, etc.)
- Privacy regulations (HIPAA/HITECH, GLBA, FERPA, GDPR, etc.)

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?

NOTE: Provide copies of any of the certificates or licenses included in your response in **Section 7 – Required Proposal Forms**.

State Licenses as a CPA firm

As a CPA firm, Plante Moran is required to be certified as a licensed CPA firm within each state Plante Moran provides Accounting and Tax services. We maintain these licenses through certification renewal in support of our services provided to clients. Plante Moran is licensed in the states of Michigan, Ohio, and Illinois. We have included in **Section 7 – Required Proposal Forms** copies of these state licenses.

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.

At Plante Moran we have a saying: *“We don’t do the things we do to win awards; we win awards because of what we do.”*

We have highlighted below a few awards that we have received that reflect our efforts to enhance the quality of service to our clients and our focus on employees. A listing of the firm’s awards can be found [on our website](#).

-
- **FORTUNE magazine** — Plante Moran has been named to Fortune magazine’s 100 Best Companies to Work For in America for 23 consecutive years.
 - **Detroit Free Press Top Workplaces** — In November 2021, Plante Moran was named a Top Workplace by the Detroit Free Press. We ranked first in the “large company” category. This marked the 12th consecutive year we made the list.
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- **Top Workplaces USA** — In January 2022, Plante Moran was named to the Top Workplaces™ list of “2022 Top Workplaces USA.” We ranked No. 3 in the 2500+ staff category.
 - **Chicago Tribune Top Workplaces** — In November 2021, the Chicago Tribune named Plante Moran to its list of “Top Workplaces” in the “midsize companies” category. This is our fifth consecutive year on the list.
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- **Accounting Today Top 100 Accounting Firms** – In 2021, Accounting Today magazine ranked us the #13 accounting firm in the country. We also ranked in the top 30 for tax firms.
 - **Association for Talent Development (ATD) BEST Award** — In August 2021, the Association for Talent Development (ATD) recognized Plante Moran as a BEST Award winner for our learning and talent development practices that impact the strength of our firm. This is our third consecutive year on the list.
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- **Cleveland Plain Dealer Top Workplaces** — In June 2021, the Cleveland Plain Dealer named Plante Moran to its list of "Top Workplaces." We ranked #11 of 105 in the small business category.
 - **2021 Best Places to Work in IT** — In July 2021, Plante Moran was ranked the #4 mid-sized company on Insider Pro and Computerworld's 2021 "100 Best Places to Work in IT" list. This is our fourth consecutive year on the list. We were recognized for training, benefits, access to progressive technologies, and more.
-
- **Best Workplaces in Chicago** — In May 2021, Great Place to Work® named Plante Moran one of its "Best Workplaces in Chicago." This is the fourth consecutive year we made the list.
 - **Best Workplaces in Consulting & Professional Services** — In April 2021, Fortune magazine and Great Place to Work® named Plante Moran one of its "Best Workplaces in Consulting & Professional Services." This is our third year on the list.
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- **Best and Brightest Companies to Work For in the Nation®** — Plante Moran was named one of the "Best and Brightest Companies To Work For in the Nation®." This is the fourth year we were selected for the national list.
 - **Crain's List Private 200** — In May 2021, we were named to Crain's Detroit Business's list of top 200 private companies.
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1.4. Industry qualifications

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?

Plante Moran has a cooperative contract with North Central Texas Council of Governments (NCTCOG) [NCTCOG](#). Under this contract, Plante Moran has agreed to serve as a vendor to provide cybersecurity services for North Central Texas member entities until the end of 2024. Plante Moran finalized the agreement with NCTCOG August 2021. To date, we have not provided contract services with NCTCOG members.

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)?

EDUCATION REVENUE 2021 FISCAL YEAR (IN THOUSANDS) / %		
	FY21 (\$)	FY21 (%)
Total	\$18,993	2.89%

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)?

GOVERNMENT REVENUE 2021 FISCAL YEAR (IN THOUSANDS) / %		
	FY21 (\$)	FY21 (%)
Total	\$38,912	5.92%

1.4.4. Public Sector Strategic Growth Plan. Describe your company’s three to five-year public sector sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company’s total revenue generated by local governments and educational institutions in each of the last three (3) calendar years?

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

NOTE: For clarity, the figures requested are to include revenue generated through cooperative contracts and all other forms of revenue to local governments and educational institutions to represent the aggregate revenue volume.

Strategic growth through expanding customer satisfaction

Our growth plan is based on continuous expansion of our cybersecurity services within the public sector. We continue to see increases in the demand for risk and compliance services for our public clients (e.g. Risk Assessment services, penetration and vulnerability assessments). We have focused our cybersecurity growth plan to meet these needs. Key objectives of our strategic plan include:

- Expansion of our cybersecurity services to targeted markets (e.g. mid-size counties and cities, population growth areas)
- Identification of new cyber services to assist municipal clients (e.g. bundled cyber services tailored to fit a selective clients)
- Education with the industry of cyber risk and threats (e.g. Industry speaking opportunities)
- Strategic partnering with selected vendors to integrate security with client services (e.g. ERP implementation assessments)
- Participation through cooperative agreements to provide cybersecurity resources to membership entities

Revenue details

	GOVERNMENT REVENUE AND PERCENTAGE OF TOTAL REVENUE LAST 3 FISCAL YEARS (IN THOUSANDS) / (%)		
	FY 21	FY 20	FY 19
Governments	\$38,912,699 5.92%	\$33,400,560 5.36%	\$30,321,116 5.44%
Educational Institutions	\$18,993,732 2.89%	\$17,691,336 2.89%	\$19,208,064 3.45%

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:

- a. Customer contact person and their title, telephone number, and email address;**
- b. A brief description of the products and services provided by your company;**
- c. Customer relationship starting and ending dates; and,**
- d. Notes or other pertinent information relating to the customer and/or the products and services your company provided**

<p>Ohio Deferred Compensation</p> <p>Jason Chang IT Manager 250 Civic Center Drive Suite 350 Columbus, OH 43215</p>	<p>IT Risk and Network Security Assessment</p> <p>A comprehensive security assessment that included external and internal network penetration testing, quarterly network vulnerability scanning, web application security assessment, and source code review of their participant portal to identify vulnerabilities and recommend appropriate safeguards to enhance Ohio Deferred Compensation’s (Ohio DC’s) overall security controls.</p> <p>Description of project</p> <p>Our services included the following services:</p> <ul style="list-style-type: none"> • External (internet) network penetration testing • Internal network penetration testing • Network vulnerability assessment • Web application security assessment • Source code security review <p>We provided the organization’s IT team with a detailed step-by-step dissection of our attack methodology, key learning points, and live demonstrations and recorded videos of select activities and exploitation performed during project execution. We communicated any and all critical or high vulnerabilities identified to the client immediately.</p> <p>During the engagement, we scheduled weekly conference calls with Ohio DC to report on the status of the project work plan and timeline, the issues and vulnerabilities identified and recommendations to address them.</p> <p>Project deliverables</p> <p>Based on testing performed, we compiled and documented our findings and recommendations to be considered for remediation. We provided Ohio DC with two written reports (Network Penetration Testing & Vulnerability Assessment and the Web Application Security Assessment) and the raw outputs of the vulnerability’s scans and source code scan. The</p>
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	<p>reports were discussed in draft with management and incorporated their feedback into the final report.</p> <p>Project results/benefits</p> <p>During the assessments, PM identified opportunities for Ohio DC to improve their overall control architecture. Our team identified five, five, and six high-, moderate-, and low-rated vulnerabilities, respectively, but no critical vulnerabilities, during the testing period.</p> <p>The organization was moving forward with remediation efforts in order to reduce and/or eliminate the gaps identified in the assessments based on continued discussions with management to reduce the risk to the organization.</p>
<p>Ohio Public Employees Retirement System (OPERS)</p> <p>Caroline Stinziano Director, Internal Audit 277 E. Town Street 614-228-3303 cstinziano@opers.org</p>	<p>Network Security Assessment</p> <p>An information security assessment that included external network penetration testing, external network vulnerability assessment, web application security assessment, and wireless penetration testing to identify vulnerabilities and recommend appropriate safeguards to enhance OPERS’s overall security controls.</p> <p>Description of project</p> <p>Our services included the following services:</p> <ul style="list-style-type: none"> • External (internet) network penetration testing • External network vulnerability assessment • Web application security assessment • Wireless penetration testing <p>We provided the OPERS’ technical team with a detailed step-by-step dissection of our attack methodology, key learning points, and live demonstrations of select activities and exploitation performed during project execution. Any critical or high vulnerabilities identified were communicated to the client immediately.</p> <p>We scheduled weekly meetings and/or conference calls with the team to report on the status of the project work plan and timeline, reschedule tasks as necessary, discuss major open issues/risks and develop strategies to address them, and review next steps.</p> <p>Project deliverables</p> <p>Based on testing performed, we compiled and documented our findings and recommendations to be considered for remediation. We provided OPERS with a written report and the raw output of the vulnerability’s</p>

	<p>scans. The report was discussed in draft with management and incorporated their feedback into the final report.</p> <p>We provided the draft report in electronic format and a final report of our findings and recommendations in electronic and hard copy formats.</p> <p>Project results/benefits</p> <p>During the assessments, PM identified opportunities for OPERS to improve its overall control architecture. Specifically, our team identified zero, two, and five high-, moderate-, and low-rated vulnerabilities, respectively, but no critical vulnerabilities, during the testing period.</p> <p>The organization was moving forward with remediation efforts in order to reduce and/or eliminate the gaps identified in the assessments based on continued discussions with management to reduce the risk to the organization.</p>
<p>City of Tacoma, WA</p> <p>Michelle Lewis-Hodges, PMO Manager Tacoma Municipal Building 733 Market Street, Rm 50 Tacoma, WA 98402 253-502-2210 mlewis@cityoftacoma.org</p>	<p>Network Security and PCI Compliance Assessment</p> <p>Purpose of the project</p> <p>The goal of this project was to assist City of Tacoma (the City) in identifying vulnerabilities and recommend appropriate safeguards to enhance the City’s overall controls. We achieved our goal by considering risks posed by common threat actors to the City’s overall attack surface.</p> <p>Description of project</p> <p>The overall objective of our review was to conduct an information security assessment to provide the City with a representative analysis of its security exposure from external and internal sources. Our goal was to provide substantive proof of vulnerabilities and recommend effective countermeasures to mitigate the identified risks.</p> <p>Our Cybersecurity Attack & Pen Group conducted an information security assessment comprising the following reviews:</p> <ul style="list-style-type: none"> • External PCI network security penetration testing • Internal PCI network security penetration testing • Network vulnerability assessment (external and internal) • Segmentation testing and PCI scope validation <p>Project deliverables</p> <p>We provided a summary and detailed finding report to help the City and the project stakeholders understand the breadth of the attacks utilized and results obtained during our engagement. PM developed an Attack Chain Flow Diagram, which highlights each of the key findings and illustrates how, in concert, the associated risks affect the City in totality.</p>

	<p>The Attack Chain Flow Diagram was provided in the report and is broken into two distinct sections. The diagram depicts two paths of attack, namely the left side of the diagram illustrates the attack path of an attacker from discovery and enumeration, to the point of obtaining authenticated access. The right side of the diagram is meant to illustrate (at a high level) what happened once authenticated access was obtained.</p> <p>Project results/benefits</p> <p>Each threat identified in the report represents areas of improvement that the City can consider implementing to strengthen its overall cybersecurity strategy. Remediation of the vulnerabilities in the detailed findings of the report, as well as the application of reported security concepts across the City’s whole attack surface, will allow the City to prevent commonly used attacks by hackers to gain access to sensitive data (including cardholder data).</p>
<p>Saint Louis University SLU School of Medicine</p> <p>David Hakanson Vice President, CIO and Chief Innovation Officer 1402 S Grand Blvd St. Louis, MO 63103 Phone: 314-977-5353 hakansond@slu.edu</p>	<p>HIPAA Remediation Program Oversight</p> <p>Plante Moran assisted Saint Louis University (SLU) by providing program oversight and project management over the remediation of HIPAA control observations identified as associated with annual risk assessment. Further, we provide technical assistance regarding the University's compliance under HIPAA Security Rule and HITECH ACT. Evaluated security policies and procedures implemented to manage security over PHI, identify potential vulnerabilities to PHI data and systems, and evaluate the design of security controls implemented to ensure the confidentiality, integrity, and availability over PHI systems and data. HIPAA Remediation Program Oversight activities included:</p> <ul style="list-style-type: none"> • Program coordination (Oversight of HIPAA remediation projects) • Executive reporting • Physician HIPAA awareness and engagement • Program management analytics and reporting • Support services and subject matter expertise in the following domains: <ul style="list-style-type: none"> ◆ Infrastructure (network segmentation) ◆ Security awareness controls ◆ Business associate agreements & vendor management ◆ Risk and vulnerability management ◆ BYOD (bring your own device) control program ◆ HIPAA and security awareness training program enhancement <p>Project timeline: October 2018 – July 2020</p>

<p>County of Wayne, MI</p> <p>Marcie Cora Auditor General Wayne County Michigan Detroit, MI 313 967-3607 mcora@waynecounty.com</p>	<p>IT Audit and Risk Assessment</p> <p>Plante Moran was hired by the County to conduct the financial audit of the County. Under the financial audit, Plante Moran performed IT Audit and risk assessment procedures in support of the financial audit. The scope of IT Audit procedures included testing of the County’s IT General Controls (ITGC) and selected applications that support critical business and financial reporting processes.</p> <p>ITGC test procedures included testing of over the County’s network systems, infrastructure, and administrative policies and procedures. Our testing of identified applications included control test procedures over system parameters, configuration settings, security roles and access permissions. Project included internal, external and wireless environments, and included analysis of firewalls, routers, remote access, Internet, intranet, workstations, and student access.</p> <p>Project timeline: June 2013 - Present</p>
<p>Southern Illinois University</p> <p>Lisa R Cavitt, BA, CISA, ACDA, CHIAP IT Auditor, Corporate Compliance Southern Illinois Healthcare 305 W Jackson St Carbondale, IL 62901 lisa.cavitt@sih.net</p>	<p>Financial and IT Audit</p> <p>Plante Moran was hired by the State of Illinois Office of Auditor General (OAG) to conduct financial audit of State of Illinois. Under the financial, Plante Moran performed IT Audit procedures in support of the financial audit. The scope of IT Audit procedures included testing of IT General Controls (ITGC) and selected applications that support critical business and financial reporting processes for SIU three main campuses.</p> <p>ITGC test procedures included testing of over the County’s network systems, infrastructure, and administrative policies and procedures. Our testing of identified applications included control test procedures over system parameters, configuration settings, security roles and access permissions.</p> <p>Project timeline: June 2018 - Present</p>
<p>City of Palm Desert, CA</p> <p>Mr. Todd Hileman City Manager City of Palm Desert 73510 Fred Waring Drive Palm Desert, CA 92260 thileman@cityofpalmdese rt.org</p>	<p>Cyber Risk Assessment Services</p> <p>Review of the City’s IT environment and processes used to support the organization to address City Council and departmental concerns. We leveraged the NIST cybersecurity framework as a baseline for assessing security controls, policies, and procedures implemented. The NIST Cybersecurity Framework (NIST CSF) utilizes a risk-based approach to map controls over the confidentiality, integrity, and availability of systems and data, as well as to meet various security and privacy regulations. Further, the NIST CSF provide provides flexibility to evaluate size and scale of</p>

	<p>municipal entities resulting in a better “Apples to Apples” comparison of security controls.</p> <p>Project timeline: December 2021 – February 2022</p>
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2. Products & Services



2.1. Products & services

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.

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.

Cyber services	Service description	Services included
CYBER RISK & GOVERNANCE	<p>Our Cyber Risk & Governance Service evaluates security risk within the IT environment. We work with a variety of industry based security frameworks to tailor our assessment of security risk exposure to our clients. We work with our clients to identify a risk assessment methodology that addresses the risks to their business process and systems. Examples of security frameworks that leverage include: NIST, ISO 27001, and CSC.</p> <p>In addition to identifying risk, we can assist in the develop of risk governance frameworks and cybersecurity roadmaps that establishes a strategic plan to manage and sustain security programs.</p>	<ul style="list-style-type: none"> • Cyber risk assessment • NIST cybersecurity assessment • SANS CIS Critical • Security Controls • Cyber incident response planning • Business continuity/disaster recovery planning • Security awareness training
ATTACK & PEN	<p>Using current threat intelligence, our cybersecurity specialists will work with you to identify specific targets within the IT environment and launch controlled attacks from common footholds to evaluate security controls in place. These technical attack points include network perimeter, remote access, unauthenticated and authenticated internal network access, enterprise applications, and physical access.</p> <p>Our attack and pen reviews are performed using our threat emulation methodology, which is based on various penetration testing standards. This methodology utilizes multiple threat scenarios to simulate a real hacking incident. These threats range from external, non-knowledgeable “drive-by” attacks to targeted insiders.</p>	<ul style="list-style-type: none"> • Penetration testing (external & internal) • Vulnerability analysis (external & internal) • Social engineering (phishing, phone calls, impersonation, etc.) • Web application testing • Internal network security assessment • Wireless security assessment
IT AUDITS	<p>Our IT Audit services provide clients with a greater understanding of threats and controls by focusing on people, process, and</p>	<ul style="list-style-type: none"> • General controls review (access, physical, operational)

Cyber services	Service description	Services included
	<p>technology,. Our IT audits focus on general controls (Security Access, Change Management, and IT Operations), with the potential for additional phases to include application and user access reviews. By assessing the information security posture of your organization, we're able to recommend areas for improvement, as well as provide you comfort in having an independent source review the maturity of the existing control environment</p>	<ul style="list-style-type: none"> • Application controls assessment (access, change management, backups) • User access reviews • Business process controls & security • Pre/post-implementation controls review
<p>SECURITY COMPLIANCE</p>	<p>We understand the regulations you face and will help map your control environment against each applicable requirement. Our Security Compliance services provide a concise overview with dashboards of your compliance status with various regulatory requirements. Additionally, our firm is a Qualified Security Assessor (QSA) company and can certify your organization's compliance with PCI data security standards. We're also a CSF assessor for HITRUST and can certify your organization's readiness and compliance with the HITRUST common security framework.</p>	<ul style="list-style-type: none"> • PCI DSS• HITRUST • ISO 27001 review• Sarbanes-Oxley Act (Section 404) • Japanese SOX (J-SOX) • Privacy regulations (HIPAA/HITECH, GLBA, FERPA, GDPR, etc.) • Financial services regulations (FFIEC, BSA, NACHA, etc.)

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

N/A – As we are a professional services firm, we do not have a category of products that cannot be found in a standard catalog offering or non-inventoried products.

2.1.3. Differentiators. Describe what differentiates your company's products and services from your competitors

You deserve to work with Plante Moran professionals who are the best fit for your specific needs, regardless of where those professionals are located.

It might sound like common sense, but this philosophy makes us unique among many firms in our industry. Some consulting firms limit the use of staff resources to local offices as a way of maintaining profit centers, which restricts the sharing of staff and resources across client locations in the interest of maximizing local margins. As a result, clients may only receive the

experience and capabilities that the closest local office can provide. Plante Moran is different, because local margin is not a metric of success at our firm.

Rather than promote inter-office competition, we exercise firm-wide collaboration. We refer to this as our

“one-firm” firm model (a term borrowed from former Harvard Business School Professor David Maister). A relationship with Plante Moran unlocks the entire power of our united firm.

Here’s what the CCOG members can expect:

- **The right blend of relevant expertise:** We’ve staffed our engagements with professionals who have made serving government and educational clients a strong focus of their careers. We’ve done this by looking at staff across all our offices, not just the one that happens to be closest to you.
- **As your needs change or new concerns arise:** You’ll have easy access to all the subject matter and technical experts across our firm.
- **As the ease of remote work becomes increasingly important:** No matter where our team members are located with respect to our clients— whether down the street or across the country — we’ll use our technology to collaborate efficiently and effectively. We’ve successfully served clients for years using these tools — virtual work is nothing new for our team.



In summary here are our competitive differentiators both in the delivery and quality of our services



“One-firm” firm philosophy

We are unique with our “one-firm” firm philosophy and structure. Based on this philosophy and structure, we are fundamentally built different from our competitors. There are no competing profit centers, so we are able to bring our full breadth of experts from across the firm to serve your specific needs.



Colleague partner approach

Not just one, but at least two partners will serve you. We call this our colleague partner system. This model provides our clients more diverse, expert, and well-rounded thinking to solve your increasingly difficult day-to-day challenges and most complex issues.



Deep industry expertise

You will experience extensive information technology audit and security consulting expertise from professionals who specialize in the financial services industry. Our professionals serve more than 200 public sector clients. Therefore, we'll start your engagement with a thorough knowledge of the market's trends, business issues, and best practices. From there, it's a smooth and efficient path to your goals – complemented by relevant experience and insights we're ready to share with you.



No surprises

The security of knowing there will be no unwanted surprises because of upfront planning, regular communications, and early identification of issues that will be resolved before project-end. Risks are dealt with prior to project-end to provide a smooth audit, exceed key service deadlines, and assure no surprises after the project-end.



Proactive communication

We are proactive in our communication with clients. We are interested in your activities, and we are dedicated to helping you succeed. We will be available to assist you throughout the year. Our approach emphasizes 24-hour turnaround on communications, and attendance at your meetings with the Audit Committee.



Commitment

We listen upfront to what you need and we deliver. On time and what you requested. We meet the promises we make. This is the number one thing that business executives tell us they want when we ask them what is important when hiring a professional service company, and we strive to meet their needs.

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).

N/A – Plante Moran is not identified as a manufacturer.

2.1.5. Warranty. Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in Attachment B – Cost Proposal.

N/A – We are not a manufacturer, therefore is this not applicable.

2.2. Additional services

2.2.1. Turnkey Capabilities. Describe the capabilities available through your company and, if applicable, your authorized network of dealers, distributors, and resellers that support your ability to provide turnkey solutions to Equalis Group Members. Your response may include, but is not limited to, site assessment, equipment consultations & recommendation, installation, inspection, and maintenance

N/A – Plante Moran does not offer turnkey capabilities.

2.2.2. Installation or Set-up. Is installation or set-up available to Members as a part of your proposal?

N/A – Plante Moran offers professional services. Therefore, installation and setup is not required.

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?

N/A - Plante Moran offers professional services. Therefore, installation and setup is not required.

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

N/A - Plante Moran offers professional services. Therefore, installation and setup is not required.

2.2.5. Training. If yes, provide a description of the training services offered. Note: Training services are not limited to those provided to the members but can also extend to the training you provide you dealers, distributors, and resellers

We offer Cybersecurity training services under our Cyber Risk & Governance services. Our cybersecurity training includes a customize training solution to provide employees with an understanding of cybersecurity risk and best practice measure to safeguard data, systems, and IT hardware. See Section 2.1.1 for reference.

2.2.6. Maintenance Services. If yes, provide a description of the maintenance services included in your proposal.

N/A - Plante Moran offers professional services. Therefore, maintenance services related to hardware and equipment products are not required.

2.3. Value add

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

Additional Plante Moran services offerings that set us apart

Enterprise risk services

Our experience serving clients is more than deep industry knowledge; for over six decades, we've worked with our clients to help streamline operations and contain costs and stay ahead of the technology curve. Why?

It's simple: Investing in our clients means investing in the future of our communities.

Our enterprise risk services (ERS) team members serve our clients in all aspects of internal audit, regulatory and quality assurance of internal audit functions, enterprise risk management, risk assessment, and control gap analysis. The strength of our firm is drawn not only from our size, resources, and technical proficiencies but also from the personal service approach we take in serving our clients. This combination provides you the benefits of a large firm with the personal attention and responsiveness of a smaller firm: the best of both worlds. ERS teams are typically structured with a partner, a senior manager, and staff consultants with an average experience of more than 13 years. All the professionals serving CCOG will carry professional credentials, including, CPAs, CIA, PMPs, CISA, and CRMA.

We approach our engagements by identifying and analyzing the potential effect risks could have on CCOG, prioritizing the risks, and developing options and actions to reduce the threats they pose.

We know and understand your day-to-day expectations and where risk is most prevalent. Whether you're looking to implement a new IT system, identify potential weaknesses within your network, or acclimate to regulatory requirements, our team has the right talent and expertise.

We plan and perform our engagements with three objectives:

- Create a framework for CCOG to proactively manage risk
- Increase management's visibility into the institution's processes for better decision-making information
- Identify opportunities to improve performance by taking advantage of risk opportunities



Financials

Financials and financial reporting are always expected to be accurate. Any inaccuracies in this data create a risk for the entire organization causing:

- Financial misreporting
- Inability to make financial-based decisions
- Loss of reputation
- Investment inaccuracies

HOW WE HELP

- Review of critical financial reporting processes
- Application access reviews
- Review and identify key business process controls



Staffing

Staffing adequate people is essential when you don't have the budget to create large teams. Without the proper staff and training, you can face:

- Inaccuracies in data and reporting
- Fraudulent activities
- Inefficiencies and backlogs
- Knowledge loss/drain

HOW WE HELP

- Provide interim staffing support
- Staff development
- Documentation of requirements and policies
- Talent assessment
- Internal audit



Regulation and compliance

Regulation and compliance laws are something that must be followed. If you're not looking at these critically, you risk:

- Fines and penalties
- Loss of reputation

HOW WE HELP

- Regulatory compliance assessments (HIPAA/HITECH, GDPR, PCI-DSS)
- Internal control reviews
- Review of requirements and policies



Management structure

Management structure affects your entire organization. Without the proper process and structure in place, you run the risk of:

- Poor decision-making
- Ineffective use of resources
- Inadequate or lack of policies
- Ineffective leadership

HOW WE HELP

- Organizational structure review
- Process review



IT Systems

IT systems, new or old, should be assessed to make sure you are getting the most effective use of your system and have the proper processes and controls in place. Some potential impacts around IT include:

- Misconfiguration of application setting that results in inaccurate processing results
- Data backup issues
- Manual workarounds
- Inefficient processes
- Frequent downtime



Access

Access reviews and training are critical for every organization. If periodic reviews of user access privileges are not performed, then you'll have no validation of permissions based on an employee's role and responsibilities. Excessive user access permissions result in transaction processing in excess of job roles and responsibilities. If there is limited security awareness training, you can see an increase in engineering attacks like phishing scams. These are risks in themselves but can also lead to:

- Fraud

- Limited reporting options

HOW WE HELP

- Needs assessment
- ERP selection and implementation
- RFP development
- Vendor negotiations
- IT implementation
- Project management

- Cyberattacks
- Unauthorized transactions
- Excessive access/authority

HOW WE HELP

- Review policies around adding/deleting/changing user access
- Access-level review
- Segregation of duties
- Review of access provisioning
- Fraud detection, quantification, and prevention

The road to secure internal controls

As you pursue as your goal of strengthening internal controls , we have a range of services to help move you forward. Each of these services can be selected on their own or as a pit stop along your customized path.



Forensic services expertise

Our forensic and valuation services team comprises **more than 50 professionals**, which makes us one of the largest providers of forensic and valuation services in the Midwest. We supplement the skill set, industry experience, and geographic resources of our team with more than **3,300 audit, tax, and consulting staff** across **25 offices**.

Responsiveness, objectivity, and technical expertise

We have earned an exemplary reputation in the business and legal communities for responsiveness, objectivity, and technical expertise. Our staff has comprehensive knowledge of the procedures and requirements of the GAAP, GAAS, FASB, IFRS, IASB, and the various dispute resolution forums (e.g., federal and state courts, ADR, mediation, arbitration). The team is accustomed to functioning under each forum's discovery, reporting, and testimony deadlines.

The members of our team have received significant professional recognition and certification for professional development by national organizations. The technical strength of the FVS group is evidenced by the following professional credentials:



Certified Fraud Examiner (CFE)

Awarded by the Association of Certified Fraud Examiners (ACFE). A CFE is a leader in the anti-fraud community, noted as a specialist in the prevention and deterrence of fraud. They represent the highest standards held by the ACFE and possess expertise in all aspects of the anti-fraud profession.



Certified in Financial Forensics (CFF)

Accrediting body is the American Institute of Certified Public Accountants (AICPA). The CFF credential is a certification that recognizes the combined specialized forensic accounting expertise and core knowledge and skills that make CPAs among the most trusted business advisers. The CFF encompasses fundamental and specialized forensic accounting skills that CPA practitioners (see below) apply in a variety of service areas, including bankruptcy and insolvency; computer forensics; economic damages; family law; fraud prevention, detection, and deterrence; and financial statement misrepresentation.



Certified Public Accountant (CPA)

Accrediting body is the AICPA. CPAs are qualified accountants in the U.S. who have passed the Uniform Certified Public Accountant Examination and have met additional state education and experience requirements for certification as a CPA.

Data analytics

Government entities rely on more software applications — and thereby generate more data — than ever before; but are you able to leverage the data from those systems to take action? The complexity of drawing actionable insight from larger, disparate data sources often stands in the way of making better, data-driven decisions. We'll help you assess your current analytics capability and develop a data strategy to fully leverage your information assets.

DOES YOUR DATA CREATE VALUE?

Local governments and agencies are able to cut costs and improve the value of their services through data-driven decision-making. Many leaders, however, don't know where to start in transforming their data into a highly valuable strategic asset.



WE'LL HELP YOU:

- Build internal data analytics capabilities.
- Mitigate risk through data governance.
- Optimize your return on technology investments.
- Assess your analytics maturity and identify action steps to close gaps in knowledge, process, and technology.

DO YOU HAVE A ROADMAP GUIDING YOUR ANALYTICS INVESTMENTS?

Achieving a robust analytics capability requires a roadmap designed to improve overall analytics knowledge and skills as well as guide the selection of appropriate analytics technologies.



WE'LL HELP YOU:

- Develop an analytics roadmap that supports your organizational strategy.
- Develop an analysis implementation roadmap based on your goals and priorities.
- Launch an Analytics Center of Excellence.

ARE YOU PRIORITIZING THE RIGHT DATA ANALYTICS PROJECTS?

With finite resources, you're faced with prioritizing the data analytics projects that return the highest value for your investment. Assessing the value of prospective analysis models is most effective when based on relevant proof-of-concept analyses.



WE'LL HELP YOU:

- Facilitate rapid proof-of-concept analyses that validate the benefit of organization-wide implementation.
- Create decision-support systems to guide leadership actions and increase responsiveness to constituent needs.
- Mitigate the risks of investing in failed or underperforming analytics projects.

DO YOU HAVE A DATA-DRIVEN STRATEGY?

A staggering volume of data is underutilized by local governments and agencies. With experience in many systems and by working with the most effective data utilization practices every day, we'll help prepare your data-driven strategy.



WE'LL HELP YOU:

- Prepare a data-driven strategy.
- Manage the risks associated with data sharing and shifting to greater data transparency.
- Identify analytics opportunities and risks around people, process, and technology.

3. Business Operations



3.1. Logistics

3.1.1. Distribution Capabilities. Describe how supplier proposes to distribute the products/services in Bidder's defined geographic reach.

Our services are distributed and delivered based on client agreement for each project. During the planning phase of each project, we will meet with the client project team to define deliverable timing, resources, and required communication to ensure service expectations are met.

3.1.2. Distribution Centers. Provide the number, size and location of Supplier's distribution facilities, warehouses, and retail network as applicable.

N/A - Plante Moran offers professional services. Therefore, distribution facilities, warehouses, and retail network is not required for our services.

3.1.3. Supply Chain. Identify all other companies that will be involved in processing, handling, or shipping the products or services to the Equalis Group Member

N/A - Plante Moran offers professional services. Therefore, processing, handling, or shipping the products or services to the Equalis Group Member is not required for our services.

3.1.4. Fill Rates. Provide fill rates and average delivery timeframes met by specific distribution centers

N/A - Plante Moran offers professional services. Therefore, fill rates and average delivery timeframes are not required for our services.

3.1.5. On Time Delivery Rate. Provide your average on-time delivery rate

N/A - Plante Moran offers professional services. Therefore, average on-time delivery rates are not required for our services.

3.1.6. 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

N/A - Plante Moran offers professional services. Therefore, handling emergency orders and/or service are not required for our services.

3.2. Customer service

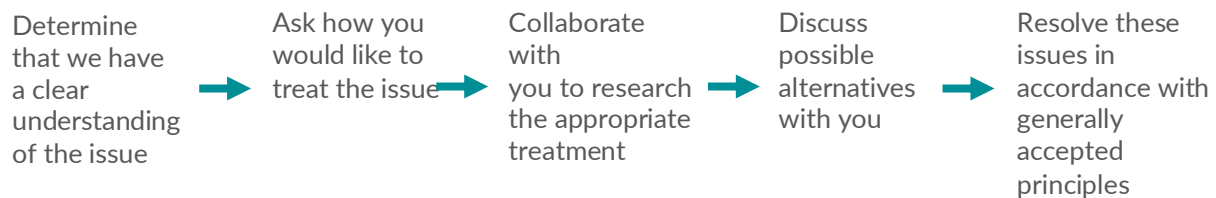
3.2.1. Customer Service Department. Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.

N/A – Our customer services are supported through each project and project manager.

3.2.2. Complaint Resolution. Describe your customer complaint resolution process. Describe how unresolved complaints are handled.

We are proactive in maintaining contact with our clients throughout the year. We meet with you outside the engagement time to discuss new developments, concerns, and possible issues.

If differences of opinion on technical matters occur between CCOG and the firm during the engagement, your engagement partner Raj Patel, and a member of our technical standards team will work through the following process with you:



3.3. Customer set up; order & invoice processing; payment

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.

NOTE: Bidders intending to authorize distributors, agents, dealers, or resellers must complete Proposal Form 6 - Dealer, Distributor and Reseller Authorization Form

Plante Moran will serve as the single point of sale.

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?

As the first step, we will meet with the purchasing group member organization to define and scope the understanding of the needs of the project. Under this process we will need confirm the project deliverables, resources, timing, and other project requirements. We will document our understanding in an engagement letter to confirm our agreement with the project and

requirements. After the signed engagement letter has been received, the CCOG member organization will added to our internal systems for customer billing and project tracking.

3.3.3. Order Process. Describe your company’s proposal development and order submission process.

As described in 3.3.2, our proposal development is based on the establishment of the project engagement letter. The engagement letter will define the project and specifics required for the projects.

3.3.4. Invoice Process. Describe your company’s invoicing process.

We typically invoice monthly for fees incurred in the prior month. Our primary cost is salaries that are paid currently. Accordingly, our invoices will be rendered periodically and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25% per month will be added, beginning 30 days after the date of the invoice.

3.3.5. Payment. What are your standard payment terms? What methods of payment do your company accept?

Our standard payment terms are net 30 days. Our payment methods include:

Remittance information:

Check:

Plante & Moran, PLLC
16060 Collections Center Drive
Chicago, IL 60693

Bank
Routing/ABA#
Bank Address

Account Number
Account Name

Wire Transfer:

Bank of America
026009593
100 West 33rd Street
New York, NY 10001
9890996003
Plante & Moran, PLLC

ACH:

Bank of America
071000039
1401 Elm Street 2nd Floor
Dallas, TX 75202
9890996003
Plante & Moran, PLLC

3.3.6. Financing. Does your company offer any financing options or programs? If yes, describe the financing options available to Members.

N/A - Plante Moran offers profession services. We do not offer financing options for our services.

3.4. Sustainability, reclamation, and recycling initiatives

3.4.1. Sustainable Company Initiatives. Describe the ways in which your company is addressing the issue of sustainability

We're prioritizing sustainability across our business practices. We're making significant strides in the areas of building design and furnishings, energy efficiency, paper conservation, waste reduction, and water efficiency, as described below.



Firm-wide sustainability efforts

Efficiency in design and furnishings

Our offices are furnished with the environment in mind:

- Our seating products make extensive use of recycled, recyclable, and renewable resources.
- Low-emitting paints and floor coverings are used extensively in office construction.
- Recycled flooring, including cork, bamboo, and carpet, is used throughout our offices.
- Appliances, printers, copiers, and laptops are ENERGY STAR® rated.
- Our offices are equipped with occupancy sensors for thermostats and lighting, and several offices receive significant day lighting in occupied spaces.

Conservation and waste reduction

- All technical equipment and cables recycled or sold (0% transferred to landfills)
- Utilization of recycled paper products
- Recycling of paper, electronics, light bulbs, batteries, plastic, glass, cardboard, cans/bottles, copier ink, cartridges, and more
- Increased use of technology in our engagements to significantly reduce paper use
- Firmwide copier/printer ink/toner recycling program and multifunction printers with solid ink technology
- Replacement of disposable plastic kitchen utensils with biodegradable utensils or silverware, cups, and dishes that can be reused
- Use of high-efficiency LED light bulbs

Leadership in Energy and Environmental Design (LEED)

We currently have seven LEED® Accredited Professionals on staff, as well as multiple offices with the LEED building certification. We have already observed the tangible impact of this program. For example, implementation at our Grand Rapids office had the following results:

- Careful selection of water-efficient features led to a 42% reduction in potable water usage by this LEED-CI Gold Certified office.
- 50% of all construction waste was reclaimed and recycled, diverting it from landfills.

4. Pricing



4.1. Cost proposal

4.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal.

Our pricing model represents a fixed fee per hour based on the staff resource role/position. Our staffing fees reflect our competitive rate of service by staff technical skills.

4.1.2. Auditable. Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.

All projects will include scoping discussions with a given purchasing group member to determine the requirements for the proposed project as well as confirm pricing for the project. We will then document that understanding in an engagement letter and, using the hourly rates noted in our pricing form submitted through this proposal process, provide a fixed fee price.

4.1.3. Price Change Process. Provide a description of your process for price changes

Plante Moran periodically reviews our pricing structure based on a variety of pricing and market factors (e.g., Staff Resource rates, market competitive pricing, service administrative costs, etc.). These factors take into account the delivery of our work as well as the overall impact to our clients in order to establish a fair and competitive rate for our clients.

4.1.4. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder's cost proposal?

The prices offered in your Cost Proposal are:

- lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.
- equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.
- higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.
- not applicable. Please explain below.

4.1.5. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.

N/A – Plante Moran does not offer quantity or volume discounts or rebate programs. Fees for our services are established based on competitive market fees for our cyber services.

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.

N/A - Plante Moran offers professional consulting services where shipping costs are not applicable.

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.

NOTE: For a definition of Open Market Items, please refer to Part One, Section 5 - Pricing.

N/A - Plante Moran does not offer Open Market or Source Goods.

4.1.8. Total Cost of Acquisition. Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.

All costs for our services are included in the cyber service rates included in **Attachment B – Cost Proposal**.

5. Go-To-Market Strategy



5.1. Bidder organizational structure & staffing of relationship

5.1.1. Team – Kindly provide detail. Provide contact information and resumes for the person(s) who will be responsible for the following areas;

- 1. Executive Contact**
- 2. Contract Manager**
- 3. Sales Leader**
- 4. Reporting Contact**
- 5. Marketing Contact.**

Indicate who the primary contact will be if it is not the Sales Leader

AREAS	STAFF NAME	CONTACT DETAILS
Executive Contact	Raj Patel	Phone: 242-223-3428 Email: raj.patel@plantemoran.com
Contract Manager Primary Contact Reporting Contact Marketing Contact	F. Alex Brown	Phone: 242-223-3396 Email: furney.brown@plantemoran.com

Team resumes



Raj Patel, CISA, CISM, CRISC

Partner, PUM
Management Consulting, Cybersecurity Practice
Plante Moran

Summary of experience

Raj leads Plante Moran's Cybersecurity practice with 25 years of cybersecurity, risk & control experience in several industries, including Financial Institutions, Technology, Automotive, Service and Local Government industries. Raj's experience includes: Cyber governance, advisory, assessments, compliance, testing and is now venturing into Cyber solutions. He has presented on security related topics in various whitepapers, newsletters, and magazines and at various conferences. Raj was awarded the "American Dreamers" award in 2007 and the "40 under 40" award in 2009 by Crain's Detroit Business in recognition to his professional accomplishments.

Education

Bachelor of Science
Business Administration
Missouri University

Selected presentations

FGFOA – COSO and Implications
PM Webinar – Cyber Security
Family Office Exchange – Protecting
Your Family's Information Assets
ICBA National Convention – various
Cybersecurity presentations
BEST Conference – various
Cybersecurity presentations
Michigan Cyber Summit – HIPAA
Security

Professional training and affiliations

Certified Information Systems Auditor
(CISA)
Certified Information Security Manager
(CISM)
Certified in Risk and Information
Systems Control (CRISC)
Fellow Chartered Certified Accountant
(FCCA)

Selected key clients

- State of Michigan, MI
- County of Orange, CA
- Wayne County, MI
- Broward County, FL
- State of Michigan, MI
- City of Detroit, MI
- Wayne County, MI
- Kansas City Transit Authority, MO
- Michigan Technology University, MI
- Hampton Roads Transit Authority, VA



F. Alex Brown, CPA, CHP, CISSP, CCFSP

Principal
Management Consulting, Cybersecurity Practice
Plante Moran

Education

Bachelor of Science
Accounting
North Carolina A&T State University

Selected presentations

IT Security Trends
2014 Annual ICMA (International City/County Management Association) Conference
IT Governance and Security Trends
2014 Annual GFOA (Government Finance Officers Association) Conference
IT Security in Healthcare
2014 Plante Moran Healthcare Symposium
Technology Governance
Ohio Society of CPAs Healthcare Conference

Professional training and affiliations

Certified Public Accountant (CPA)
Member of the American Institute of Certified Public Accountants (AICPA)
Certified HIPAA Security Professional (CHP)

Summary of experience

Alex has over 25 years of information technology audit, technology regulatory control compliance, and system integration project experience. Alex has extensive experience in the assessment of technology risk and evaluation of IT controls in support of IT security regulatory compliance engagements (e.g. HIPAA/HITECH and Sarbanes-Oxley). In addition, Alex has extensive experience in working with various IT security control frameworks (e.g. NIST 800, ISO 27001/27002, COBIT, HIPAA, FERPA). Alex has extensive industry experience including Healthcare, Government, Higher Education and Manufacturing. Alex's experience includes planning and performing engagements to evaluate and assess IT risk, evaluate the effectiveness of control measures implemented, identify IT control deficiencies, and develop remediation recommendations.

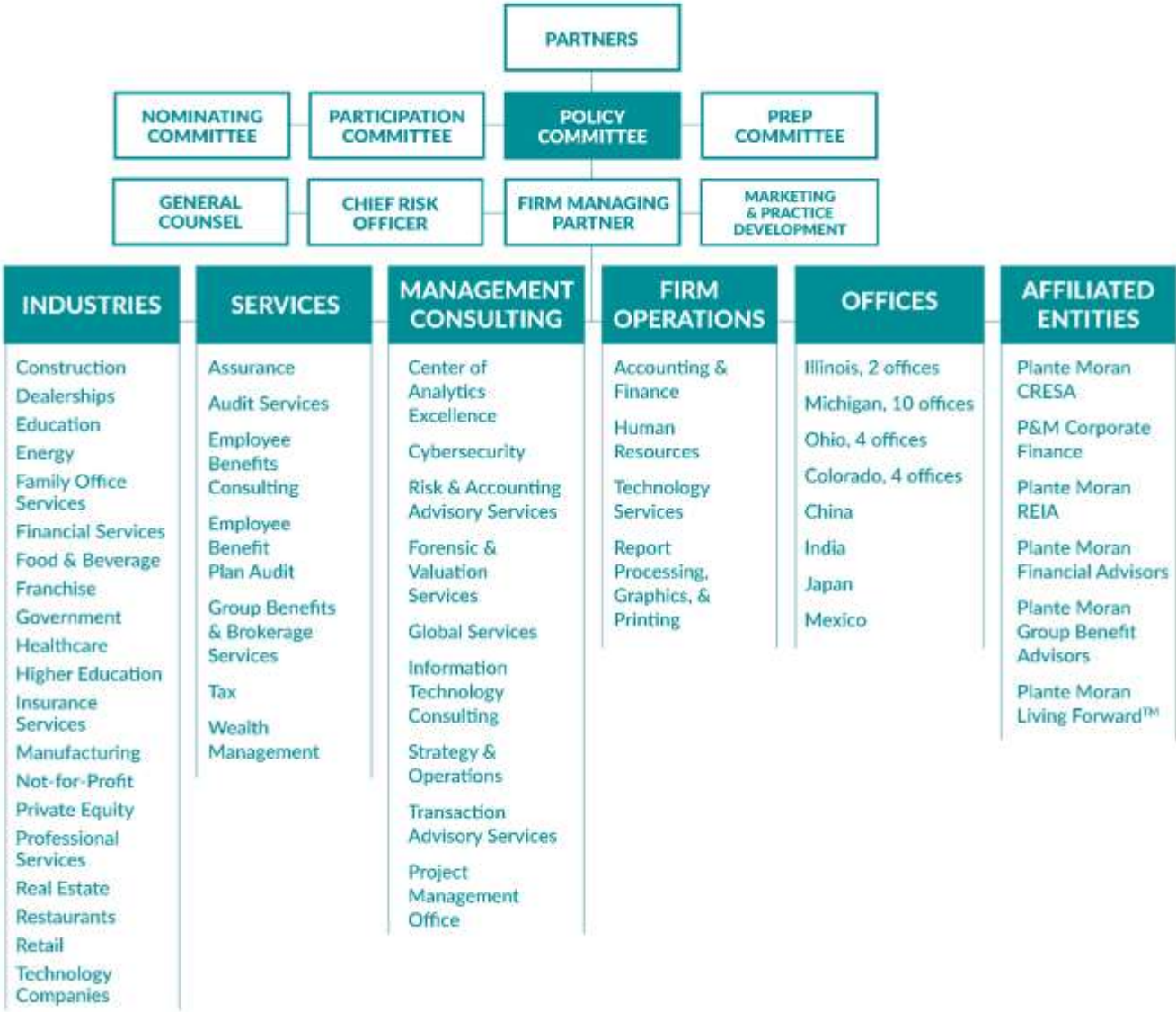
Selected key clients

- Hampton Roads Transit Authority, VA
- City of Monterrey, CA
- City of Des Moines, IA
- Broward County, FL
- State of Michigan, MI
- City of Detroit, MI
- Wayne County, MI
- City of Sunnyvale, CA
- City of Tacoma, WA
- Kansas City Transit Authority, MO
- Hampton Roads Transit Authority, VA
- Orange County, CA
- California Earthquake Authority, CA
- Solid Waste Authority, FL
- New York State Teachers Retirement System, NY
- Michigan Technology University, MI
- North Carolina A&T State University, NC
- Savannah State University, GA

5.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc

Our consulting team sells our services to clients, we do not have a formal sales team within our management consulting team.

Overview of our structure



5.2. Contract implementation strategy & expectations

5.2.1. Contract Expectation. What are your company's expectations in the event of a contract award?

Our expectations for this contract include but are not limited to the following:

- **Expansion of our current client footprint** – we expect to expand in the markets where Plante Moran currently provides client services.
- **Growth of services into new geographic areas** – We expect to grow in markets where we either not have or limited market presence. We look to leverage this contract as a bridge to grow in these markets.
- **Cross sell of non-cybersecurity services** – We expect to leverage this contract to not only provide cybersecurity services, but offer expansion or additional services base on client needs.

5.2.2. Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.

Plante Moran has a very methodical decision-making process. The following describes the process:

- Plante Moran is committed to growth in order to stay competitive. The firm invests significantly in marketing, nurturing existing client relationships, and developing new prospect relationships to fuel this growth. The firm has a strong track record of growth; over the past 10 years, the firm experienced year over year growth.
- The firm also invests heavily in the recruitment, development and retention of our staff in order to grow our client service delivery teams. As one of Fortune's Top 100 Places to Work for the past 22 years, the firm has enjoyed the benefits of a very strong talent pool. The firm has been successful at retaining staff at a rate that is significantly higher than the industry averages for professional service firms due to our "we care" culture and "one-firm-firm" philosophy.
- The firm is organized into practice units and each unit has a partner pipeline that is used for succession planning. Our performance management system focuses on competency development and results that are aligned with the attributes of successful and sustainable practices. These mechanisms have resulted in year over year growth of new partners, inclusive of partners who have retired.

Effective October 1, 2018 Plante Moran merged with a Colorado-based firm, EKS&H, which added approximately 650 staff to the firm. Plante Moran maintained the firm name following the merger which provided opportunities for the firm to expand into the rapidly growing Denver marketplace. Additionally, there are a number of synergies in services that will allow for continued expansion

and growth of our Governmental consulting practice including the introduction of Business Analytics services

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?

N/A - Our Plante Moran team will leverage current and potential client relationships to build and grow cyber services with purchase group members.

5.2.4. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?

Top line sales objectives include market growth by services, geographic region, and new business.

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 Attachment A – Model Administration Agreement.

Agree to proposed Administrative Fee

Negotiate Administrative Fee. Provide additional information below if you opt to negotiate.

We agree to proposed Administrative Fee.

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.

We can provide reports as required.

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.

Our process will include a semi-annual review of services provided to members to ensure project pricing and administrative fees are accurately reported. Our review will also confirm all sales are reported and appropriate fees are submitted to Equalis.

7. Required Proposal Forms



Proposal Form 3: Diversity Vendor Certification Participation

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)

3/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 15415 Middlebelt Road Livonia MI 48154-3805	CONTACT NAME: Amy Micallef, CIC, CISR, LIC, AAI, AIS	
	PHONE (A/C, Reg. Ext): 734-525-2445	FAX (A/C, Reg. No.): 212-607-1151
E-MAIL ADDRESS: amy.micallef@marshmma.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Federal Insurance Company		20281
INSURER B: Vigilant Insurance Company		20397
INSURER C: Great Northern Insurance Company		20303
INSURER D:		
INSURER E:		
INSURER F:		

INSURED P&M Holding Group, LLP & Subsidiaries; Plante & Moran, PLLC
 c/o Bonnie Kozikowski
 3000 Town Center, Suite 400
 Southfield MI 48075

COVERAGES **CERTIFICATE NUMBER:** 717033698 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			35756613	3/13/2021	3/13/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 Deductible \$ 50,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			73263017	3/13/2021	3/13/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79833330	3/13/2021	3/13/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			71653087	3/13/2021	3/13/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 For Informational Purposes Only

CERTIFICATE HOLDER For Information Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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DRETCHEM WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

Q025514

CPA FIRM LICENSE

PLANTE & MORAN PLLC

LICENSE NO.
1102002948

EXPIRATION DATE
07/31/2023

AUDIT NO
3485929

THIS DOCUMENT IS DULY ISSUED
UNDER THE LAWS OF THE STATE
OF MICHIGAN

Accountancy Board of Ohio



PLANTE & MORAN PLLC

44115002.PR

LICENSE VALID UNTIL: 2024-10-31

John E. Patterson, Executive Director

Proposal Form 5: Unresolved Findings for Recovery

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

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. Plante & Moran, PLLC does not have anything to disclose, N/A

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. Plante & Moran, PLLC has not been the subject of any adverse regulatory or adverse administrative governmental actions.

Proposal Form 7: Dealer, Reseller, and Distributor Authorization

PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

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

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

- Yes
 No

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

Bidder Response: Click or tap here to enter text.

Proposal Form 8: Mandatory Supplier & Proposal Certifications

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, **Raj Patel, hereby** certify and affirm that Bidder **Plante & Moran**, PLLC, 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, **Raj Patel, hereby** certify and affirm that Bidder **Plante & Moran**, PLLC, 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, **Raj Patel, hereby** certify and affirm that Bidder **Plante & Moran**, PLLC, 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, **Raj Patel, hereby** certify and affirm that Bidder **Plante & Moran**, PLLC, 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.

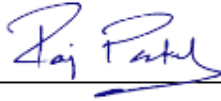
I, **Raj Patel, hereby** affirm that this proposal accurately represents the capabilities and qualifications of Bidder Name, and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm 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

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:



Printed Name:

Raj Patel

Company Name:

Plante & Moran, PLLC

Mailing Address:

3000 Town Center, Suite 100, Southfield, MI 48075

Email Address:

raj.patel@plantemoran.com

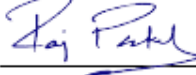
Job Title:

Partner

Proposal Form 10: Debarment Notice

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: Raj Patel
Mailing Address: 3000 Town Center, Suite 100, Southfield, MI 48075
Signature: 
Title of Signatory: Partner

Proposal Form 11: Lobbying Certifications

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:



Date:

2-22-2022

Proposal Form 12: Contractor Certification Requirements

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.

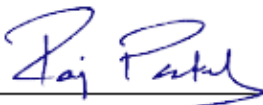
Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

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: 
Date: 2-22-2022

Proposal Form 13: Boycott Certification

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? Yes
(RP)

Proposal Form 14: Federal Funds Certification Forms

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? RP
(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? RP
(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? RP
(Initials of Authorized Representative)

4. Davis-Bacon Act

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

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

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States". The Act provides that each Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Bidder agree? RP
(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.

RP

Does Bidder agree? _____
(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.

RP

Does Bidder agree? _____
(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.

RP

Does Bidder agree? _____
(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.

RP

Does Bidder agree? _____
(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).

RP

Does Bidder agree? _____
(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.

RP

Does Bidder agree? _____

(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.

RP

Does Bidder agree? _____
(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.

RP

Does Bidder agree? _____
(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.

RP

Does Bidder agree? _____
(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.

RP

Does Bidder agree? _____
(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.

RP

Does Bidder agree? _____
(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:



Printed Name: Raj Patel
Company Name: Plante & Moran, PLLC
Mailing Address: 3000 Town Center Drive, Suite 100, Southfield, MI 48075
Job Title: Partner

Proposal Form 16: Ownership Disclosure Form (N.J.S. 52:25-24.2)

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: Plante & Moran, PLLC
Street: 3000 Town Center, Suite 100
City, State, Zip Code: Southfield, MI 48075

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, [Raj Patel, a partner in Plante & Moran, PLLC](#), do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

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

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

Name	Address	Interest
<u>Plante Moran is owned and operated by its 300+ partners.</u>		
<u>No individual person or entity owns a 10% or greater interest in Plante & Moran, PLLC.</u>		
<u> </u>		
<u> </u>		

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

Signature: 
Date: 3-1-2022

Proposal Form 17: Non-Collusion Affidavit

PROPOSAL FORM 17: NON-COLLUSION AFFIDAVIT

Bidder Name: Plante & Moran, PLLC
Street Address: 3000 Town Center, Suite 100
City, State Zip: Southfield, MI 48075

State of Michigan

County of Oakland

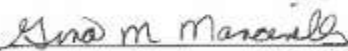
I, Adam Rujan, of the Southfield in the County of Oakland State of Michigan of Oakland, full age, being duly sworn according to law on my oath depose and say that:

I am the Partner of the firm of Plante & Moran, PLLC, 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: Partner

Subscribed and sworn before me
this 2nd day of MARCH, 2022


Notary Public of ~~New Jersey~~ MICHIGAN
My commission expires 11-24, 2022



Proposal Form 18: Affirmative Action Affidavit (P.L. 1975, C.127)

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

Company Name: Plante & Moran, PLLC
Street Address: 3000 Town Center Drive, Suite 100
City, State, Zip Code: Southfield, MI 48075

Bid Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

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

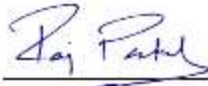
Public Work – Over \$50,000 Total Project Cost:

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

Approved Federal or New Jersey Plan – certificate enclosed

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

Authorized Signature: _____



Title of Signatory: _____

Partner

Date: _____

3-1-2022

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and

that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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 it 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

Affirmative Action plan.

Plante Moran is not a federal contractor and does not have an Affirmative Action Plan. However, information about our Equal Employment Opportunity (EEO) Program is included below.

Equal employment opportunity commitment

We are committed to a workplace that provides equal opportunity. To provide equal employment and advancement opportunities to all individuals, employment decisions at Plante Moran are based on merit, qualifications, and abilities. Plante Moran does not discriminate in employment opportunities or practices on the basis of race, color, religion, gender, national origin, age, disability, gender identity, sexual orientation, or any other characteristic protected by law.

We also commit to making accommodations for qualified individuals with known disabilities who ask for such accommodations. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Plante Moran empowers all staff members to bring questions or concerns about any type of discrimination or retaliation in the workplace to their immediate supervisor, human resource generalist, or any other senior staff person. Staff members can raise concerns and make reports without fear of reprisal. Any staff member found to be engaging in any type of unlawful discrimination or retaliatory conduct is subject to disciplinary action, up to and including termination of employment.

Proposal Form 20: Stockholder Disclosure Certification

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 <u>2nd</u> day of <u>March</u> , 2022 <i>[Signature]</i> (Notary Public)	 _____ (Affiant) <u>ADAM PUJAN, PARTNER</u> (Print name & title of affiant)

My Commission expires: 11-12-26
GINA M. MANDINELLI
NOTARY PUBLIC, STATE OF MI
COUNTY OF WASHTENAW
MY COMMISSION EXPIRES Nov 12, 2026
ACTING IN COUNTY OF *Oakland*



(Corporate Seal)

Proposal Form 21: General Terms and Conditions Acceptance Form

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:

Plante & Moran, PLLC provides proposed exceptions in the pages attached.
(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.)

Exceptions

Page	Section / Reference	Proposed Exception	Rationale
RFP Cybersecurity Products & Services COG-2127 (Section 2)			
26	Proposal Form 14: Federal Funds Certification Forms, section 2	<p>Please Modify as Follows:</p> <p>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.</p>	Plante Moran does not agree for its payment to be conditioned on acceptance of the work performance.
37	Proposal Form 18: Affirmative Action Affidavit, first full paragraph on page 37	<p>Please Modify as Follows:</p> <p>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, or that it is an equal employment opportunity employer.</p>	Plante Moran's job solicitations and advertisements state that it is an equal employment opportunity employer.
RFP Cybersecurity Products & Services COG-2127 (Section 3)			
4	2.6(b)	<p>Please Modify as Follows:</p> <p>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</p>	Plante Moran would like to add the indicated exception.

Page	Section / Reference	Proposed Exception	Rationale
		<p>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, (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, or (f) which is independently developed by the Receiving Party without using information provided by the Disclosing Party in connection with this Master Agreement.</p>	
5	2.7	<p>Please Modify as Follows:</p> <p>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 in each case to the extent caused by the gross negligence or willful misconduct 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.</p>	<p>Plante Moran can agree to indemnify CCOG, Equalis, etc., in proportion to Plante Moran's fault, if any.</p>
5	2.9	<p>Please Modify as Follows:</p> <p>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 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,</p>	<p>"Any" is too broad.</p> <p>Plante Moran's insurance companies will not provide notices to third parties.</p>

Page	Section / Reference	Proposed Exception	Rationale
		<p>Equalis, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. The Winning Supplier provide thirty (30) day notice in the event of cancellation or nonrenewal of any and all insurance 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.</p>	
6	2.10(c)	<p>Please Modify as Follows:</p> <p>Breach. In the event that any Party commits a material breach of its obligations under this Master Agreement, 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>Plante Moran does not agree to exclude breaches of payment obligations.</p>
6	2.12	<p>Please Modify as Follows:</p> <p>Audit of Winning Supplier. CCOG and Equalis, whether directly or through an independent auditor or accounting firm that is not a competitor of Winning Supplier, 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>Plante Moran can agree to audits so long as the independent auditor is not a competitor of Plante Moran.</p>

Page	Section / Reference	Proposed Exception	Rationale
7	2.15	<p>Please Modify as Follows:</p> <p>Waiver. Any 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.</p>	The non-waiver provision needs to cover payment obligations.
7	2.16	<p>Please Modify as Follows:</p> <p>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.</p>	Plante Moran does not agree to this attorney fee-shifting provision.
8	2.19(a)	<p>Please Modify as Follows:</p> <p>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.</p>	The intent of the stricken clause is not clear.

Proposal Form 22: Equalis Group Administration Agreement Declaration

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

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.

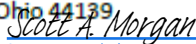
Company Name Plante & Moran, PLLC
Address 3000 Town Center Drive, Suite 100
City/State/Zip Southfield, MI 48075
Phone Number 248-223-3428
Email Address Raj.Patel@plantemoran.com
Printed Name Raj Patel
Job Title Partner
Authorized Signature 

Initial Term of the Master Agreement

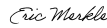
Contract Effective Date: May 1, 2022
Contract Expiration Date: April 30, 2026
Contract Number: **COG-2127E**

(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 (Jul 18, 2022 09:59 EDT)
Name: Scott A. Morgan
As: CCOG Board President
Date: Jul 18, 2022

EQUALIS GROUP, LLC.
5550 Granite Parkway, Suite 298
Plano, Texas 75024

By: 
Name: Eric Merkle
As: SVP, Procurement & Operations
Date: Jul 15, 2022









Agreement - Plante Moran and CCOG (Master Agreement) - 2022.05.01_Redacted

Final Audit Report

2022-07-18

Created:	2022-07-15
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC1ODz1BUZW-9T7Iblsvk04Qk7BG8ewwW

"Agreement - Plante Moran and CCOG (Master Agreement) - 2022.05.01_Redacted" History

-  Document created by David Robbins (drobbins@equalisgroup.org)
2022-07-15 - 7:16:29 PM GMT- IP address: 23.126.70.39
-  Document emailed to Eric Merkle (emerkle@equalisgroup.org) for signature
2022-07-15 - 7:18:12 PM GMT
-  Email viewed by Eric Merkle (emerkle@equalisgroup.org)
2022-07-15 - 7:19:01 PM GMT- IP address: 104.47.58.254
-  Document e-signed by Eric Merkle (emerkle@equalisgroup.org)
Signature Date: 2022-07-15 - 7:19:09 PM GMT - Time Source: server- IP address: 216.201.207.58
-  Document emailed to smorgan@cuyahogalibrary.org for signature
2022-07-15 - 7:19:12 PM GMT
-  Email viewed by smorgan@cuyahogalibrary.org
2022-07-16 - 3:25:11 AM GMT- IP address: 146.75.248.0
-  Document e-signed by Scott A. Morgan (smorgan@cuyahogalibrary.org)
Signature Date: 2022-07-18 - 1:59:02 PM GMT - Time Source: server- IP address: 66.213.22.193
-  Agreement completed.
2022-07-18 - 1:59:02 PM GMT