THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "Master Agreement") is entered into by and between The Cooperative Council of Governments, Inc. ("CCOG"), Cogent Infotech Corporation (the "Winning Supplier"), and Equalis Group ("Equalis Group"). 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").
- **B.** Equalis Group 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 Group 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 a request for proposal ("RFP") on behalf of Equalis Group Participants and solicited responses from companies ("**Respondent**") for IT managed services and awarded a contract to Winning Supplier as a responsible Respondent whose proposal was most advantageous to CCOG. 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 Group 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 to all Program Participants throughout the Term 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 and/or Program Participant to further define the terms and conditions of purchasing Products & Services pursuant to this Master Agreement ("Customer Agreement"). Notwithstanding the foregoing, by ordering products or services under this Master Agreement, all terms and conditions of this Master Agreement will be incorporated into a resulting Customer Agreement unless the Customer Agreement as mutually agreed between Winning Supplier and the Program Participant states otherwise. 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. Pricing

- **a.** <u>Not-To-Exceed Pricing</u>. All contract pricing is "*Not-To-Exceed Pricing*" where Members will receive pricing that does not exceed the per unit pricing provided by the Respondent in Attachment B. Winning Supplier may adjust pricing lower if needed, without any approval needed, but cannot exceed the pricing on their contract price list.
- **b.** <u>Pricing Adjustments</u>. No price increases are permitted within the first ninety (90) days of this contract's Effective Date. Should it become necessary or proper during the Term of this Agreement to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by CCOG and no payment for additional materials or services, beyond the amount stipulated in the Agreement, shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. In instances of an increase in price, Winning Supplier must honor current pricing for thirty (30) days after approval of new pricing and written notification from Equalis Group.

It is Winning Supplier's responsibility to keep all pricing up to date and on file with Equalis Group. All price changes must be provided to Equalis Group, using the same format as was accepted in the original contract.

- c. Rates & Charges. The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in contract price list. 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. <u>Respondent Contract Documents</u>. CCOG and Equalis Group will review proposed Respondent contract documents. Respondent's contract document shall not become part of CCOG and Equalis Groups' contract with Respondent 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, the components of the Winning Supplier's proposal, 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.** <u>Modification</u>. 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 Group 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 Group 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. <u>Order of Precedence</u>.

- (1) General terms and conditions of Master Agreement
- (2) Specifications and scope of work, as awarded
- (3) Attachments and exhibits to the Master Agreement
- (4) The solicitation and all attachments thereto; and
- (5) The Respondent's proposal and all attachments thereto.

2.6. Confidentiality.

a. <u>Obligation</u>. 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.** <u>Indemnification</u>. Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group, administrators, employees, and agents ("Indemnified Parties") against all claims, damages, losses and expenses ("Claims") 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 performance under the contract, including any Customer Agreements with Program Participants ("Losses").
- 2.8. 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 Group, 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 Group at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis Group 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.
- **2.9.** <u>Termination Rights</u>. The Parties shall have the termination rights set forth below.
 - **a.** <u>Insolvency.</u> 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.** <u>Mutual Consent</u>. This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.
- c. <u>Breach</u>. 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.
- **2.10.** Effects of Termination. Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall terminate upon the Customer Agreement's current date of expiration. 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 Group 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.
- **2.11.** Audit of Winning Supplier. CCOG and Equalis Group, 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.
- **2.12.** 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 Group and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.
- **2.13.** <u>Notices</u>. 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 remittance address provided with the Winning Supplier's proposal.

i. If to CCOG:

ii. If to **EQUALIS GROUP**:

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

Facsimile: 440.337.0002

Attn: Eric Merkle, EVP 5540 Granite Parkway, Suite 200

Plano, Texas 75024

Equalis Group, LLC.

- **2.14.** <u>Waiver</u>. 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.
- **2.15. 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.
- **2.16.** 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.
- **2.17.** 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.

2.18. 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 <u>Section 4112.01</u> 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 <u>Section 4112.01</u> 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.

(The rest of this page is intentionally left blank)





REQUEST FOR PROPOSALS:

IT Managed Services

RFP #:

COG-2163

ISSUED BY:

The Cooperative Council of Governments
On Behalf of Equalis Group

6001 Cochran Road, Suite 333 Cleveland, Ohio 44139

DATED:

November 8, 2024

SECTION TWO:

Proposal Submission Documents, Technical Proposal, Cost Proposal and Other Required Forms

TABLE OF CONTENTS

PROPOSAL FORM CHECKLIST	
PROPOSAL FORM 1: TECHNICAL PROPOSAL	4
PROPOSAL FORM 2: COST PROPOSAL	40
PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION	41
PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES	41
PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY	50
PROPOSAL FORM 6: MANDATORY DISCLOSURES	51
PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION	52
PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS	53
PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT	
PROPOSAL FORM 10: DEBARMENT NOTICE	55
PROPOSAL FORM 11: LOBBYING CERTIFICATIONS	56
PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS	57
PROPOSAL FORM 13: BOYCOTT CERTIFICATION	58
PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS	59
PROPOSAL FORM 15: FEMA FUNDING REQUIREMENTS CERTIFICATION FORMS	65
PROPOSAL FORM 16: ARIZONA CONTRACTOR REQUIREMENTS	68
PROPOSAL FORM 17: NEW JERSEY REQUIREMENTS	70
PROPOSAL FORM 18: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM	81
PROPOSAL FORM 19: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION	82
PROPOSAL FORM 20: MASTER AGREEMENT SIGNATURE FORM	83

PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal

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

TECHNICAL PROPOSAL

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

OTHER REQUIRED PROPOSAL FORMS:

\boxtimes	Proposal Form 3: Diversit	y Vendor Certification Participation

- **☑** Proposal Form 4: Certifications and Licenses

- Proposal Form 7: Dealer, Reseller, and Distributor Authorization
- Proposal Form 8: Mandatory Supplier & Proposal Certifications
- Proposal From 9: Clean Air Act & Clean Water Act
- **☑** Proposal From 10: Debarment Notice
- **☑** Proposal Form 12: Contractor Certification Requirements
- **☐** Proposal Form 14 Federal Funds Certification Form
- Proposal Form 15 FEMA Funding Requirements Certification Form
- **☑** Proposal Form 16: Arizona Contractor Requirements

(The rest of this page is intentionally left blank)

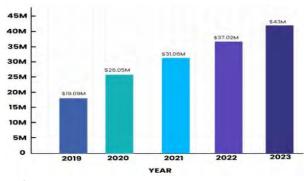
1. <u>O</u>	1. Overview & Qualifications					
1.1. C	1.1. Company Information					
1.1.1.	Company Name:	Cogent Infotech Corporation				
1.1.2.	Corporate Street Address:	1035 Boyce Road	, Suite 108, Pittsburgh, PA 15241			
1.1.3.	Website:	www.cogentinfo.	com			
1.1.4.	Formation. In what year was the company 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.	Cogent Infotech Corporation (Cogent), established in 2003, is a national, award-winning, ISO Certified, and CMMI Level 3 Certified firm. As an S-Corporation with no subsidiaries, we specialize in providing IT Managed Services and Solutions to both public and private sectors, focusing on Network Management and Security, Infrastructure Management, End-User Support, Cybersecurity Services, Data Analytics and Business Intelligence, Cloud Services, Unified Communications, Application Management, IT Strategy and Consulting, Automation and AI Integration, IoT and Edge Computing, Compliance and Risk Management. With 21+ years of experience, we have successfully delivered cutting-edge solutions to numerous municipalities, public works, utility organizations, and State Government Clients including but not limited to the States of Ohio, New Jersey, Texas, Florida, Georgia, New York, Virginia, Pennsylvania, Oregon, and Washington. Cogent Infotech Corporation has been doing business under this name since its inception in 2003, and we have proudly operated as Cogent Infotech Corporation for the past 21 years. Our 21+ years of experience equips us with an in-depth understanding of Services and related needs in the government sector.				
1.1.5.	Primary Point of Contact. Provide information about the Respondent representative/contact person authorized to answer questions	Name:	Mr. Manu Mehta			
		Title:	President			
		Phone:	(412) 246-0708			
	E-Mail Address:	manu.mehta@cogentinfo.com				
1.1.6.	Authorized Representative. Print or type	Name:	Mr. Manu Mehta			
	the name of the Respondent	Title:	President			
representative authorized to address contractual issues, including the authority to execute a contract on behalf of Respondent, 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).	Phone:	(412) 246-0708				
	E-Mail Address:	manu.mehta@cogentinfo.com				

1.2. Financial Strength & Legal Considerations

1.2.1. *Financial Strength*. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters.

Note: If the information disclosed in your response is considered "Trade Secret" as defined in Ohio Revised Code, Respondents may mark the information as a "Trade Secret" and the response will be redacted from any future use of the RFP response.

Cogent has strong financial stability, ensuring our ability to successfully undertake and complete the project outlined in the RFP for IT Managed Services issued by the Cooperative Council of Governments on Behalf of Equalis Group. Our robust financial health is evidenced by our consistent revenue growth over the past five (5) years, a result of our expanding client base and successful project completions. We maintain a solid cash flow, enabling us to effectively manage project-related expenses. Our financial statements, audited annually by a reputable accounting firm, reflect our company's sound financial management practices.



Financial Information:

Year 2019 - \$19.09M

Year 2020 - \$26.05M

Year 2021- \$31.06M

Year 2022- \$37.02M

Year 2023- \$43.00M

Cogent has a D&B PAYDEX score of 80, demonstrating our financial stability and well-maintained operations. We have a low debt-to-equity ratio, indicating our prudent financial management and our ability to raise capital if necessary for project-related expenses. Additionally, we have established lines of credit totaling \$5 million (which has the ability to increase upto \$10 Million) with major financial institutions, providing us with additional financial flexibility and security.

Furthermore, we have a history of successfully managing largescale project management services, showcasing our ability to allocate financial resources efficiently while maintaining high standards of service delivery. Our project management methodologies include rigorous budgeting, cost monitoring, and financial reporting processes, which enable us to maintain control over project finances and deliver services within the agreed budget and timelines.

We prioritize financial transparency and have provided our financial statements and Line of credit in the supplemental materials section to offer a comprehensive understanding of our financial standing.

1.2.2. Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any)

Cogent hereby states that neither our organization, nor any of our predecessors, nor any principal of the firm, has been involved in bankruptcy or insolvency proceedings in the last three (3) years. Our organization is built on strong business values, including integrity,

or any principal of the firm in the last three (3) years.

transparency, and financial responsibility, which have contributed to our continued stability and success. We are committed to maintaining a sound financial standing and delivering exceptional service to our clients.

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.

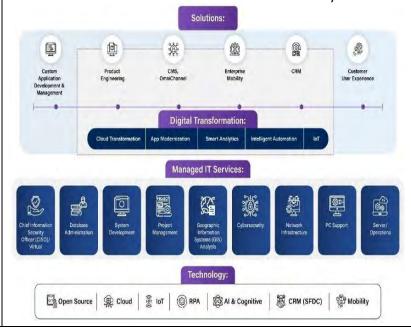
Cogent has never been involved in any litigation within the past three (3) years that would require disclosure under the specified requirement. We maintain a strong commitment to conducting our business in a manner that minimizes legal risk and disputes, and to date, there have been no lawsuits, claims, or legal proceedings involving Cogent in the last three years.

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?

Cogent is primarily a service provider, and our sales and network personnel are all our employees. This allows us to maintain a high level of control over the quality of service and support we provide to our clients.

As an IT services provider, Cogent is best identified as a company that offers expert consulting, support, and managed services across various technology platforms. At Cogent, we focus on providing Managed IT services, including Network Administration, system integration, cloud solutions, cybersecurity, and IT infrastructure management. Our primary role is to assist organizations in optimizing their technology, ensuring operational efficiency, and staying competitive in an increasingly digital world. Our dedicated sales and service professionals are trained to deliver the products and services outlined in this RFP, ensuring that our customers receive expert guidance and support throughout their engagement with us. By having our employees manage both sales and service functions, we foster strong relationships with our clients and maintain consistent communication and accountability.





Moreover, our team has significant experience in marketing and executing similar cooperative contracts. This familiarity with comparable projects enhances our ability to meet client expectations and deliver effective solutions tailored to their unique needs.

By leveraging the insights gained from past experiences, we are well-positioned to navigate the complexities of cooperative agreements, ensuring that our clients receive optimal value and support. At Cogent, we understand that successful partnerships are built on trust, transparency, and ongoing collaboration. Our commitment to these principles is reflected in our approach to client engagement, where we prioritize establishing enduring relationships that drive mutual success.

1.3.2. *Manufacturer Authorization.* If your company is best described as a distributor, dealer, reseller, or similar entity please certify that your organization is authorized to sell the products and services at the price points disclosed in this proposal.

Not Applicable.

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.

As a service provider, Cogent will serve as the single point of contact for all services delivered under this contract. To ensure the most efficient and effective delivery, we will leverage our network of diverse subcontractors, who are part of our carefully vetted subcontractor pool, to provide specialized support as needed. Should the need arise, these subcontractors will be engaged to deliver specific services, allowing us to maintain flexibility while ensuring the highest quality and consistency in service delivery. These diverse organizations will be engaged as needed to ensure that the full scope of services is delivered efficiently and to the highest standards.

NOTE: Respondents intending to authorize distributors, agents, dealers, or resellers must

	ete Proposal Form 7 - Dealer, Distributor, eseller Authorization Form.	
1.3.4.	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?	Cogent does not operate a dealer network; all services are provided directly through our in-house team and subcontractors if needed. Since 2003, we have been serving all 50 states through our local offices and local teams.
1.3.5.	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?	Cogent has over 21 years of experience in providing IT services, delivering innovative and effective solutions that meet the diverse needs of our clients. This extensive experience enables us to offer comprehensive IT-managed services that are tailored to the specific requirements of each organization, ensuring seamless integration, optimized performance, and robust security. Regarding the services outlined in this response to the RFP, we have consistently provided these offerings throughout our history. Our commitment to delivering high-quality IT-managed services has allowed us to stay at the forefront of industry trends, helping our clients leverage the latest technologies for operational efficiency and business growth. Over the past three full calendar years, a significant portion of our revenue has been generated from these IT services. In the last three years, majority of our total revenue has been attributed to the services outlined in this proposal. This reflects our dedication to this domain and our ability to support our clients' evolving IT needs. 2021: 56% 2022: 63% 2023: 70% We are confident that our track record and continued focus on IT-managed services will position us as an ideal partner for your organization, ensuring a successful collaboration in the years to come.
1.3.6.	Geographic Reach. Describe your company's current service area in the United States and which areas you intend to offer services under a resulting contract if awarded.	Cogent is proud to support clients across all 50 states, with a comprehensive presence that spans the entire country. Our services extend to more than 150+ public sector clients as well as a diverse range of commercial businesses throughout North America. Our comprehensive service area covers every state, ensuring that we are able to meet the needs of clients, whether located in urban centers or remote regions. With a dedicated team of over 1000 employees strategically located across the U.S., Cogent has the capability to deliver exceptional IT services wherever our clients are. Our employees are distributed throughout the country, enabling us to provide timely, localized support and expertise, regardless of geographic location. In addition to our nationwide coverage, Cogent maintains several key office locations, including: Headquarters: 1035 Boyce Road, Suite 108, Pittsburgh, PA 15241

Local Offices:

- 470 Olde Worthington Road, Westerville, OH, 43082, USA
- 1800 North Vine Street, Hollywood, Los Angeles, CA 90028
- 500 Capitol Mall, Sacramento, CA 95814
- 1425 Greenway Drive, Suite 340, Irving, TX 75038
- 200 Vesey Street, 24th Floor, New York, NY 10281
- 1800 NW Corporate Boulevard, Suite 130, Boca Raton, FL 33431
- 4250 North Fairfax Drive, Suite 600, Arlington, VA 22203

As part of our commitment to expanding and enhancing our service delivery, we intend to offer our full range of IT-managed services under the resulting contract across the entire U.S., ensuring comprehensive support to both existing and future clients in every state.

1.3.7. Socio-economically Disadvantaged Business Engagement. Does bidder commit to take all affirmative steps set forth in 2 CFR 200.321 to assure that minority businesses, women's business enterprises, labor surplus area firms are used when possible.

⊠Yes

□ No

1.3.8. 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?

Cogent is committed to maintaining the highest standards of quality, security, and operational excellence. As part of our dedication to delivering exceptional services, we have obtained and maintained several prestigious certifications that demonstrate our compliance with industry best practices and regulations. These certifications are as follows:

- ISO 9001
- ISO 20000
- ISO 27001
- CMMI Level 3
- Oracle Certified Partner
- MBE
- SOS (Ohio)

NOTE: Provide copies of any of the certificates or licenses included in your response in Proposal Form 5 - Certifications and Licenses.

1.4. Public Sector Experience

Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year. Please exclude information and data associated with Federal or GSA contracts

Cogent currently holds several master contracts, including those with the Sourcewell, National Association of State Procurement Officials (NASPO), Department of Information Resources (DIR), and other cooperative purchasing agreements. Following is the partial list of contracts that we hold:

- The North Central Texas Council of Governments ("NCTCOG")-Deliverables-Based Information Technology Services
- State of California Department of General Services Procurement Division (DGS-PD)- Technology, Digital and Data Consulting Master Service Agreement
- State of Missouri Project-Based Information Technology Consulting Services QVL

• State of Pennsylvania - Department of General Services - Master **IT Services** • State of Texas - Deliverables Based Information Technology Services (DBITS) • Texas State Technical College (TSTC) - Natural Language Processing Software Systems Development (RFP/IDIQ) for SkillsEngine • Edge Market - IT Professional Services #2 • Community Transit (WA) - IT Consulting Services Roster Application Form, Temporary Staffing Services. • State of FL (FL) - Information Technology Staff Augmentation Services. • State of Texas (TX) - Information Technology Staff Augmentation Contracts (ITSAC). • Sourcewell - Staffing with Related Services and Solutions • NASPO ValuePoint/State of NM (New Mexico) - Temporary **Employment Services.** • ESC Region 19 Allied States Cooperative (TX) - Temporary Services. • Vizient - Non-Clinical Staffing Services. • State of DE - Temporary Employment Services. • Commonwealth of Massachusetts (MA) - ITS77 IT Staff Augmentation. • TIPS USA (TX) - TIPS RFP 230703 Staffing Services. State of Texas • 2021 \$1.2 Million • 2022 \$ 2 Million • 2023 \$ 3.2 Million **State of New York** • 2021 – \$ 1 Million • 2022 – \$ 2.8 Million • 2023 - \$ 3.5 Million State of Florida • 2021 - \$ 1 Million • 2022 - \$ 2.5 Million • 2023 - \$ 3 Million **State of California** • 2021 - \$ 1.3 Million • 2022 - \$ 2.2 Million • 2023 - \$ 3.2 Million **State of Vermont** • 2021 - \$ 1 Million • 2022 - \$1.62 Million • 2023 - \$2.29 Million **1.4.2.** *Education Success.* What is the i) total Total Dollar Amount: \$ 9 Million dollar amount, and ii) percentage of Percentage: 21%

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)?

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)?

Dollar Amount: \$31 Million

Percentage: 81%

1.4.4. 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;
- 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.

Reference 1

Client: New York City Housing Authority

Reference Details:

Name: Patricia Lindo Address: 90 Church St, New York, NY 10007

Phone: (212) 306-2807

Email: Patricia.Lindo@nycha.nyc.gov

Description of services provided:

Project #1: Application Management Services

Date of providing services: 11/12/2020 - 7/30/2024

Responsibilities:

Cogent designed, developed, maintained, and updated websites in HTML, CSS, and JavaScript, Enterprise TeamSite Content Management System (CMS) templates, and WordPress templates. We worked with communications and IT team members to build agency-specific iterations of enterprise CMS systems and applications, built maintain pages for the NYCHA portal. We managed multiple stakeholders and performance goals while problem-solving and troubleshooting. Also, we concepted, designed, and built CMS templates and reusable content widgets using HTML, CSS, and Javascript. Additionally, we applied design thinking and human-centered design principles to our digital communications as well.

Project # 2: IT Infrastructure Services

Date of providing services: 9/22/2021 - 9/27/2021

Responsibilities:

Cogent was responsible for managing and supporting Microsoft Intune and SCCM environments, providing software packaging and deployments, and scripting with tools like SQL, PowerShell, and Batch files. We supported an environment with over 4,000 users, handling VDI administration with a preference for Azure, image creation and management, as well as application and image patching. Additionally, we were responsible for deploying Office 365 and performing upgrades, managing Active Directory, and overseeing networking for both servers and desktops. Our troubleshooting expertise was essential in maintaining system functionality. Cogent also supported cybersecurity initiatives, utilizing preferred tools such as AppGuard, Crowdstrike, Symantec Endpoint Protection, Windows Defender, and OneDrive to ensure robust security for NYCHA's IT infrastructure.

Reference 2

Client: New York Power Authority (NYPA)

Reference Details: Name: Christine Prendergast

Address: 123 Main Street, White Plains, NY 10601

Phone: (914) 681-6612

Email: Christine.Prendergast@nypa.gov

Description of services provided: Project #1: Data Analytics Services

Date of providing services: 2/14/2022 - 4/30/2024

Responsibilities:

Cogent supported the integration of various data sources into NYPA's proprietary application. We managed and analyzed data from disparate systems such as SAP, CRM, Primavera, and Excel. We were responsible for analyzing complex datasets and providing valuable data insights to solve business challenges for the application. Throughout the duration of the project, Cogent enabled detailed data analysis across multiple data sources, including CRM (Customer Data), Primavera (Project Data), SAP (Billing Data), and MPP (Customer Data).

Further, our responsibilities included performing in-depth research inquiries, validating data patterns, and solving business problems using SQL and MS Excel. Additionally, we tracked data issues, handled ad hoc analysis requests, and worked closely with Quality Assurance analysts to ensure the quality of the data. We processed, aggregated, and merged historical datasets from various sources into a single unified dataset, identifying relevant data attributes from internal sources and documenting the source-to-target data mappings. Cogent also documented key processes and workflows related to data acquisition, integration, cleansing, and monitoring. This comprehensive approach allowed us to investigate and validate data from different sources, ensuring completeness, accuracy, and the identification of patterns and trends. Finally, we assisted in addressing data issues and supported both manual and automated data remediation efforts.

Project # 2: End-User Support Services Date of providing services: 4/9/2024 – Present

Responsibilities:

Cogent is responsible for fielding incoming help desk requests from end users via both telephone and email, ensuring each request is addressed in a timely, professional, and courteous manner. Our team provides Level 1 support, diagnosing and resolving a variety of technical issues related to software, hardware, and IT systems. All end-user interactions and troubleshooting efforts are precisely documented in the help desk ticketing system, tracking the issues reported, actions taken, and resolutions provided. Additionally, we are tasked with ensuring high customer satisfaction by efficiently resolving requests and following up as necessary.

Reference 3

Client: Lower Colorado River Authority

Reference Details: Name: George Demers

Address: 3700 Lake Austin, Blvd, Austin, TX, 78703

Phone: 512-578-3195

Email: <u>George.Demers@LCRA.ORG</u>

Description of services provided:

Project #1: Network Administration Services
Date of providing services: 3/9/2020 - 2/29/2024

Responsibilities:

Cogent was responsible for planning, designing, installing, configuring, and troubleshooting network systems including Local Area Networks (LAN), Wide Area Networks (WAN), Wireless LAN (WLAN), Voice over IP (VoIP) telephony, and Unified Computing Systems (UCS) supporting hydromet, generation and substation operations. Besides, we designed new implementations via the application of architectural standards and performed configuration of physical and logical network components. Furthermore, we assisted in the design of the network architecture, designed the network infrastructure, and planned and designed network solutions. Also, we performed capacity and resource planning, assessing

network risks and contingency planning. Besides, we implemented and maintained network management software and researched, analysed, and implemented software patches or hardware changes to address any network deficiencies.

Project # 2: Cybersecurity Services

Date of providing services: 5/4/2020 - 11/6/2020

Responsibilities:

Cogent was responsible for performing:

- Maintaining and operating a variety of security measures and software that perform cyber security functions such as access control, monitoring or vulnerability assessment.
- Providing support to the end-user community and ensures they have up-to-date protection from malicious software and other cyber threats.
- Testing and recommending security measures to remediate and mitigate risk.
- Providing reports and other information related to information security issues as requested by management and other groups.
- Performing evaluation and analysis of security applications and systems and makes recommendations to management.
- Recommending best practices to ensure system security across the enterprise.
- Performing risk assessments and recommends security measures.
- Monitoring security systems for possible intrusion and interacting with end users concerning malware, spam, vulnerabilities and any other cyber security issues.
- Reviewing and creating audit reports on user and system activities.
- Reviewing system-generated logs for anomalies and taking appropriate actions
- Actively probing the network for new threats and risks and documenting, deploying, reviewing and maintaining cyber security policies, standards, guidelines, and procedures. Planning and implementing cyber security technology projects.
- Providing business continuity/disaster recovery and risk analysis expertise
- Monitoring security alerts on internet and other intelligence feeds and determining whether reported threats could impact LCRA information technology or operational technology systems.
- Providing technical consulting to other groups on cyber security requirements.
- Implementing and ensuring technical security systems including SIEM, VAT, network IDS, antivirus, web and email filters and firewalls.
- Implementing and ensuring technical security compliance solutions for NERC, PCI, FBI CJIS, HIPAA and other regulatory requirements.
- Performs cyber security incident response activities and documenting and maintaining objective evidence to demonstrate NERC CIP regulatory compliance.
- Creating and delivering security training materials and classes for asset owners, software developers and system administrators.
- Providing oversight regarding compliance with security regulations, standards and laws.

Reference 4

Client: State of Florida

Reference Details:

Name: Alan Busenbark

Address: 801 N Broadway Ave, Bartow, FL 33830 **Phone:** (850) 414-4790

Email: Alan.Busenbark@dot.state.fl.us

Description of services provided:

Project # 1: Unified Communications Services

Date of providing services: 10/22/2018 - 08/23/2019

Responsibilities:

Cogent provided a range of IT support services to the State of Florida Department of Transportation (FDOT), with a particular focus on Audio Visual (AV) and Video Conference (VC) support. We were responsible for reserving, setting up, coordinating, and troubleshooting AV and VC meetings to ensure smooth and efficient operations. This included performing advanced troubleshooting to identify and resolve any issues related to AV and VC systems. In addition, we were tasked with installing, configuring, and providing user support for personal computers and peripheral equipment, ensuring that software installations, upgrades, patches, and advanced technical support were delivered within the specified time frame.

Further, we monitored the Service Desk queue and resolved support tickets as assigned, ensuring all Service Level Agreements (SLAs) were met in a timely and effective manner. We expertly assigned service desk tickets to the appropriate technician or group for proper resolution, while continuously working to resolve problems and issues using a variety of troubleshooting tools and techniques.

Moreover, we provided ongoing support for a variety of software applications, including Microsoft Operating Systems, Microsoft Office Suite, and both off-the-shelf and department-developed applications. We also maintained up-to-date asset management information in OneNote and Active Directory, ensuring accurate records for all equipment and software.

Project # 2: Application Management Services Date of providing services: 1/9/2017 - 6/10/2022 Responsibilities:

Cogent analysed, designed, developed, implemented and maintained DEP Java/JEE applications. Performed technology and architecture upgrades to ensure the stability of applications in the DEP portfolio. Learned new skills, technologies and languages to support the DEP application portfolio. Developed J2EE applications. We worked closely with customers, users and team members to understand business requirements that drive the analysis and design of quality technical solutions. We worked as part of a project team directed by a project manager.

Reference 5

Client: New York City Employees' Retirement System (NYCERS)

Reference Details: Name: Rodney H. Greaves

Address: 340 Jay St, Brooklyn, NY 11201, USA

Phone: (718) 251-4640 Email: rgreaves@nycers.org

Description of services provided: Project # 1: Cybersecurity Services

Date of providing services: 11/7/2022 - 10/5/2023

Responsibilities:

Cogent provided cybersecurity services for the New York City Employees' Retirement System (NYCERS), delivering a comprehensive suite of solutions to enhance their security posture and protect sensitive data. As part of the engagement, we worked closely with NYCERS to assess their existing infrastructure, identify vulnerabilities,

Cogent utilized advanced tools and methodologies to simulate real-world attacks, uncovering weaknesses and providing actionable recommendations to strengthen the system's defenses. Following the assessments, we helped prioritize security patches and remediated any vulnerabilities that were identified, ensuring that NYCERS' IT environment was protected against both internal and external threats. We also configured and maintained firewall management protocols, establishing a strong perimeter defense to block unauthorized access and safeguard the organization's sensitive data.

As part of the ongoing support, Cogent provided security awareness training to NYCERS employees, helping them recognize potential cyber threats like phishing and social engineering attacks. This proactive approach to security education helped build a culture of awareness across the organization, reducing the likelihood of successful attacks due to human error.

Project # 2: IT Server Management Services

Date of providing services: 3/28/2022 - 7/10/2024

Responsibilities:

Cogent was responsible for providing comprehensive support to the Legacy Replacement Project for the New York City Employees' Retirement System (NYCERS). In this capacity, Cogent worked closely with vendors to address all aspects of the proposed solution that required development within the NYCERS network and infrastructure. This included support for servers, SaaS cloud solutions, application installation and configuration, and engineering tasks involving automation tools such as UIPath.

Additionally, Cogent played a key role in the functional support and execution of the data bridging efforts throughout the entire lifecycle of the project. We were tasked with engineering, designing, and implementing technical solutions to solve business challenges, ensuring the smooth deployment, monitoring, and maintenance of these solutions. Working with minimal supervision, we collaborated in a project team environment to troubleshoot issues, research potential solutions, and clearly document installation and configuration steps. We also developed automation scripts to streamline routine fixes and improve operational efficiency. Through these efforts, Cogent helped drive the successful implementation and ongoing support of key infrastructure components and business processes critical to the project.

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.

Cogent is an experienced IT service provider offering a comprehensive suite of products and services tailored to meet the needs outlined in the RFP for IT Managed Services. Our offerings span a wide range of capabilities and are designed to address the complex and evolving needs of both public sector and commercial clients.

Products & Services Overview

Your response may include, but is not limited to, information related to your proposal offering, differentiators, capabilities & advantages, processes, warranty information, capabilities, installation or set-up, training services, maintenance services, or any other piece of information that would help understand the breadth and depth of your products and service offering.

<u>IMPORTANT.</u> This description along with the products and services included in the <u>Attachment B – Cost Proposal</u> will be utilized to define the overall products and services available under a resulting contract.



Our services encompass the full spectrum of IT solutions, from infrastructure management to end-user support, ensuring that all aspects of an organization's IT environment are robust, secure, and efficiently managed. Specifically, we provide managed IT services, including but not limited to:

• Network Management and Security: Cogent has successfully performed a wide range of network services for a diverse set of clients, demonstrating our expertise in delivering tailored, secure, and high-performance solutions. Our network services have supported clients including New York State Energy Research and Development Authority, Dallas Independent School Distric, Amtrak, Maricopa County, City of Philadelphia, State of California (DGS-PD), Eastern Municipal Water District, and City of Phoenix, among others.

We have a proven track record in delivering comprehensive Network Management and Security services, tailored to meet the evolving needs of our clients. Our team offers 24/7 network monitoring and maintenance, ensuring that any potential issues are proactively addressed before they affect operations. We firewall management specialize and intrusion detection/prevention, safeguarding networks against cyber threats with advanced, real-time security measures. Our expertise extends to VPN setup and management, providing secure, reliable remote access for businesses. Additionally, Cogent excels in Wi-Fi network optimization, ensuring seamless connectivity and high performance across all devices. With years of experience and a strong commitment to security and efficiency, Cogent is a trusted partner for organizations seeking robust network solutions.

• IT Infrastructure Management: Cogent has extensive experience in providing comprehensive Infrastructure Management services, delivering solutions that are both reliable and scalable. Our expertise in server administration and virtualization ensures that businesses benefit from optimized performance, high availability, and reduced operational costs. We offer tailored storage solutions and data management strategies, allowing clients to securely store, retrieve, and manage their data efficiently. Additionally, our disaster recovery and business

continuity planning services have helped organizations safeguard critical operations against disruptions, ensuring quick recovery in the face of unforeseen events. Some of our Public - Sector entities to whom we have been providing or have provided IT Infrastructure Management services include Texas Department of Information Resources, Housing Authority of Salt Lake City, Utah, State of Maryland, Miami Dade County, FL.

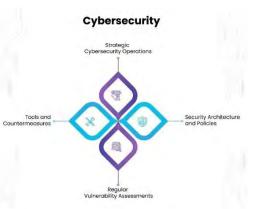
• Help Desk and Support Services: Cogent has a proven track record in providing comprehensive end-user support services, ensuring seamless and efficient experiences for our clients. Our 24/7 help desk services are designed to offer continuous assistance, resolving issues promptly and maintaining smooth operations. We provide both remote and on-site technical support, enabling us to address a wide range of technical challenges quickly and effectively, regardless of location. Our expertise extends to device management, where we handle computers, mobile devices, and peripherals, ensuring that all devices are properly configured and maintained. Additionally, Cogent excels in software installation, updates, and patch management, ensuring that systems are always up-to-date, secure, and performing at their best. Through these services, we have consistently delivered high-quality support, enhancing productivity and minimizing downtime for our clients.

Cogent has provided help desk support services to several notable clients, including New York City Employees' Retirement System (NYCERS), Department of Motor Vehicles, Comptroller of Public Accounts, and Workforce Commission in Texas, as well as Santa Clara University, San Diego Metropolitan Transit System, and the City of Sacramento in California, Department of Corrections and Broward County Public Schools in Florida, along with Community Transit and the Washington Health Benefit Exchange in Washington.

• Cybersecurity Services: Cogent has extensive experience in

delivering comprehensive cybersecurity services to organizations across various industries. Our offerings include conducting thorough

vulnerability



assessments and penetration testing to identify and mitigate potential security threats before they can be exploited. We also provide tailored security awareness training for employees, ensuring that all staff are equipped with the knowledge to recognize and respond to cyber threats. Additionally, we offer robust endpoint protection and encryption solutions,

safeguarding sensitive data and devices from unauthorized access. Our expertise extends to compliance management, where we help organizations adhere to critical regulations such as HIPAA, PCI-DSS, and GDPR, ensuring they meet necessary standards for data protection and privacy. Through these services, Cogent has consistently helped clients enhance their security posture, reduce risks, and maintain regulatory compliance, contributing to their overall success and peace of mind.

Cogent has recently secured several cybersecurity contracts, reinforcing our position as a trusted provider. We were awarded the Cybersecurity Services contract by the Eastern Municipal Water District, where we deliver digital forensics, vulnerability assessments, penetration testing, and tailored security solutions to address both technical vulnerabilities and human factors, enhancing the district's cybersecurity defenses.

Cogent also secured the Technology, Digital, and Data Consulting Master Service Agreement with the State of California, where we safeguard the state's IT infrastructure through continuous monitoring, breach investigations, and penetration testing, ensuring data security and resilience against emerging threats.

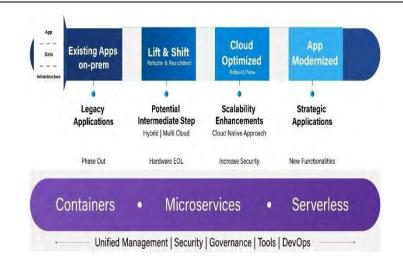
Additionally, Cogent was chosen for Penetration Testing Services by Maricopa County, assessing and addressing vulnerabilities in the county's IT landscape to strengthen defenses and protect critical services from cyber threats. These awards highlight Cogent's expertise in providing proactive, comprehensive cybersecurity solutions across public sector organizations.

• Data Analytics and Business Intelligence: Cogent has a proven track record in delivering comprehensive Data Analytics and Business Intelligence solutions, offering a range of services that empower organizations to make data-driven decisions. Our experience includes designing and implementing robust data warehouses tailored to the unique needs of our clients, ensuring seamless integration with various business intelligence tools. We specialize in custom reporting and dashboard creation, providing intuitive and interactive visuals that allow stakeholders to access critical insights at a glance. Furthermore, we have successfully implemented predictive analytics solutions, enabling businesses to anticipate future trends and make proactive strategic decisions. Throughout these projects, our commitment to quality and innovation has consistently resulted in solutions that drive measurable improvements in operational efficiency and business performance.

Cogent's Data Service Models



• Cloud Services: Cogent has extensive experience in delivering a comprehensive range of cloud services to meet the diverse needs of our clients. Our expertise spans cloud migration strategy and implementation, where we have successfully assisted businesses in transitioning to the cloud with minimal disruption, ensuring seamless integration and optimization of cloud environments. We also specialize in hybrid cloud environment management, helping organizations balance onpremises and cloud solutions to maximize flexibility and efficiency. Our cloud storage and backup solutions ensure data security and availability, providing reliable and scalable storage options that meet the most demanding requirements. Additionally, our proficiency in Software-as-a-Service (SaaS) integration allows us to seamlessly connect and manage various cloud-based applications, enhancing collaboration and productivity for our clients. Through these services, Cogent has consistently delivered exceptional value, driving innovation and operational excellence.



- Unified Communications: Cogent has successfully implemented and managed VoIP systems, ensuring seamless communication across all platforms. Our expertise extends to deploying advanced video conferencing solutions that enhance virtual collaboration and engagement. We have also integrated popular collaboration tools such as Microsoft Teams and Slack, streamlining team communication and boosting productivity. Additionally, our approach to mobile device management and the development of comprehensive BYOD (Bring Your Own Device) policies ensures secure and efficient mobile access, empowering employees while safeguarding organizational data. Through these services, Cogent has consistently helped businesses optimize their communication infrastructure, improving both internal workflows and external client interactions.
- Application Management: Cogent has delivering high-quality Application Management services, specializing in custom application development and maintenance, legacy system integration and modernization, API development and management, and comprehensive quality assurance and testing services. We have successfully developed and maintained bespoke applications that align with clients' unique business needs, ensuring seamless functionality and long-term support. Our expertise in legacy system integration has enabled us to modernize outdated infrastructures, ensuring smoother transitions to advanced technologies. In addition, we have designed and managed robust APIs, allowing businesses to optimize their digital ecosystems and enhance connectivity across platforms. With a strong focus on quality assurance and rigorous testing processes, Cogent ensures that every application is thoroughly vetted for performance, security, and reliability, providing clients with solutions they can trust. Our commitment to excellence and innovation has resulted in numerous successful projects, making us a trusted partner in application management.

The Cogent Difference

Comprehensive Application Development, Maintenance Services: We provide a full spectrum of scalable, solid, secure, and maintainable IT application services that alter the company, manage the business, and are cross-functional.



Domain Knowledge: To create transformative results, clients rely on our extensive knowledge of the sector, and technological proficiency. The industrialization of Cogent's application services aims to save costs while boosting predictability, and agility.



Investment in Solutions: By making long-term investments in creative solutions, we can guarantee that our clients will take advantage of the most modern engagement models, processes, and accelerators to meet their evolving demands.



A Results-Oriented Approach: We offer clients ADM services and solutions that add value. From the creation of the original application needs to the global management of the complete application portfolio, we

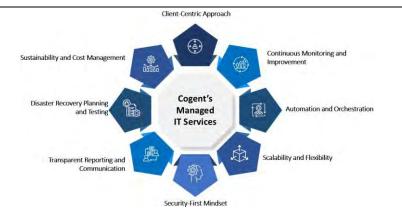


provide a range of services. Our attention is always on the organization and delivering quantifiable results throughout the project lifecycle.

- IT Strategy and Consulting: Cogent has delivered top-tier IT strategy and consulting services, helping businesses optimize their technology landscapes and achieve strategic goals. We specialize in developing comprehensive IT roadmaps that align with our clients' long-term objectives, ensuring a clear path to growth and efficiency. Our expertise in technology stack optimization has enabled numerous organizations to streamline their systems, reduce costs, and enhance performance by selecting the right tools and platforms. In driving digital transformation initiatives, we empower businesses to embrace modern technologies, fostering innovation and improving operational agility. Additionally, our proficiency in IT governance and policy development has helped clients establish robust frameworks that ensure compliance, manage risks, and enhance decision-making processes. Through these services, Cogent has consistently delivered measurable value, driving business transformation and innovation across various industries.
- Automation and Al Integration: Cogent has extensive experience in providing cutting-edge automation and AI integration services to organizations across various industries. Our expertise spans Robotic Process Automation implementation, where we have successfully helped clients streamline repetitive tasks, enhance efficiency, and reduce operational costs. We have also developed Al-powered chatbots to improve customer service operations, ensuring faster response times and personalized customer interactions. Additionally, we have deployed machine learning models for predictive maintenance, enabling organizations to proactively manage equipment and reduce downtime. Our workflow automation solutions have empowered businesses to optimize

- processes, increase productivity, and drive digital transformation. With a proven track record of delivering tailored, innovative solutions, Cogent continues to lead in the field of automation and AI integration
- IoT and Edge Computing: Cogent has successfully provided a wide range of IoT and Edge Computing services, demonstrating our expertise in managing and securing IoT devices, setting up robust edge computing infrastructures, and delivering real-time data processing and analytics solutions. Our experience in IoT device management and security includes implementing secure, scalable systems that ensure seamless device integration and protection against potential cyber threats. We have also been at the forefront of edge computing infrastructure setup, creating efficient and high-performance environments that enable data processing closer to the source, reducing latency and enhancing operational efficiency. Additionally, Cogent excels in real-time data processing and analytics, providing clients with actionable insights that drive better decision-making and improve business outcomes. Our commitment to innovation and quality has helped businesses leverage the full potential of IoT and Edge Computing technologies, setting us apart as a trusted partner in the digital transformation journey.
- Compliance and Risk Management: Cogent has extensive experience in providing comprehensive Compliance and Risk Management services, helping organizations safeguard their operations and ensure adherence to industry regulations. We conduct regular security audits and assessments to identify vulnerabilities and strengthen security frameworks. Our team excels in regulatory compliance monitoring and reporting, ensuring our clients stay aligned with evolving industry standards and requirements. Additionally, Cogent offers robust third-party risk management solutions, carefully evaluating external partners and mitigating potential risks. We are also experts in incident response planning and execution, developing and executing detailed strategies to effectively address and recover from security breaches. With a proven track record, we deliver tailored solutions that enhance our clients' resilience and compliance posture.

Differentiators & Capabilities



At Cogent, we prioritize a client-centric approach by closely collaborating with clients to understand their unique business goals and challenges, allowing us to tailor IT strategies that meet their specific needs. We embrace continuous improvement, utilizing advanced monitoring tools for real-time insights into system performance and refining services based on feedback. To enhance efficiency, we leverage automation and orchestration across our managed services, reducing human error and minimizing downtime. Our scalable and flexible solutions ensure that organizations can seamlessly adapt as their needs evolve. Security is a core focus, with a Zero Trust model, regular audits, and adherence to industry standards such as GDPR, HIPAA, and PCI-DSS. We maintain transparent communication with detailed reporting and regular service reviews, ensuring clients are well-informed. Disaster recovery and business continuity plans are regularly tested to ensure effectiveness. Additionally, we promote sustainability through green IT practices and focus on cost management to provide clients with maximum value from their IT investments. What sets Cogent apart is our commitment to delivering tailored IT

what sets Cogent apart is our commitment to delivering tailored IT solutions that are both scalable and sustainable. Our deep expertise in managing complex IT environments, combined with a customer-first approach, allows us to offer the following advantages:

- Expertise Across All Industries: With over 150 public sector clients and a strong commercial presence, we understand the unique needs of each sector and offer solutions tailored to each.
- Diverse Vendor & Subcontractor Network: We maintain a network of pre-vetted subcontractors, ensuring that we have reliable, qualified partners to deliver specialized services quickly and efficiently in every state.
- Proven Track Record: Our years of experience in IT service management have led to strong client relationships and high satisfaction rates.

Processes & Installation

Cogent follows a well-defined process for service delivery, ensuring consistent quality and timely execution. Our process includes:

 Needs Assessment & Planning: We begin by thoroughly understanding the client's IT requirements, objectives, and challenges. This enables us to propose the most effective solutions.

- Seamless Installation & Setup: Whether implementing new hardware, deploying software, or setting up cloud infrastructure, our team ensures smooth and efficient installation with minimal disruption to ongoing operations.
- Training & Knowledge Transfer: We provide comprehensive training programs to ensure that your team is fully equipped to leverage the IT systems and services we implement.
- Ongoing Maintenance & Support: Our services don't stop after installation. We offer proactive monitoring, regular maintenance, and responsive support to ensure your systems remain secure and efficient.
- **2.1.2. Data Protection.** What security certifications does your company currently hold that establish your processes for protecting user Data?

Cogent is committed to the highest standards of data security and protection, as evidenced by our robust set of security certifications. We hold ISO 9001, ISO 20000, and ISO 27001 certifications, which underscores our adherence to international standards in quality management, IT service management, and information security management, respectively. These certifications demonstrate our dedication to maintaining a secure environment and ensuring that our processes are continually reviewed and improved to safeguard user data. Additionally, Cogent holds a CMMI Level 3 certification, which reflects our maturity in managing and improving processes across the organization, particularly in the areas of service delivery and data protection. These certifications collectively establish our rigorous processes for data protection, assuring our clients that their sensitive information is handled with the highest levels of security and compliance.

2.1.3. Security. Describe the protocols are in place to ensure the safe transmission of information being shared through your products and services?

At Cogent, the security of information is a top priority, and we have implemented a comprehensive set of protocols to ensure the safe transmission of data across our products and services. Our approach to security includes robust encryption technologies, secure communication channels, and advanced authentication methods.

For all data in transit, Cogent employs industry-leading encryption protocols such as Secure Sockets Layer (SSL) and Transport Layer Security (TLS) (SSL/TLS) to protect sensitive information during transmission. These protocols ensure that any data exchanged between users and our systems is encrypted and secure from unauthorized access. Additionally, we use secure VPNs and private networks for internal communications, ensuring that all internal data exchanges are protected from external threats.

To further safeguard the integrity of data, we enforce multi-factor authentication (MFA) for accessing critical systems and services, adding an additional layer of protection against unauthorized access. Our systems also monitor traffic patterns and employ real-time threat detection technologies to identify and mitigate potential risks or breaches.

These protocols are part of a broader security framework that is designed to provide secure transmission and protect sensitive information, ensuring that our clients' data remains safe, confidential, and compliant with relevant industry standards.

2.1.4. Value-Add or Additional Offering. Please include any additional products and services your organization offers but is not included in the scope of this solicitation and will enhance and add value to this contract's participating agencies.

Leveraging Microsoft Partnership status

Microsoft

Cost



Cogent's team leverage multiple tools to eliminate the manual efforts during multiple phases of project which will be an effective method to save cost and time for Equalis Group..

Cogent's Microsoft Engineers remain at the forefront

of technology, providing clients with unique insights

and solutions that drive efficiency and growth. This

collaboration not only strengthens Cogent's

capabilities but also fosters a deeper integration of

advanced technologies into its service portfolio,

ultimately benefiting clients through improved

performance and innovative approaches.

Domain Expertise



Over a period of 21+ years, Cogent has established itself as a trusted IT implementation and advisory services provider for public agencies

Recently, we have delivered similar services to various public customers including State of Florida, New York, Georgia etc.

Extensive Experience with Software Development Relevant Experience includes

- 21+ years of experience in delivering Software development
- Successfully delivered 50+ development projects



tools

Reusable scripts and components



Over the past years, we have built and deployed large number of solutions that has helped us in creating reusable components and scripts to help accelerate the development and deployment process.

2.1.5. 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-inventory products.

As Cogent is a service-oriented company, we do not offer Open Market Products as a part of our standard catalog.

NOTE: For a definition of Open Market Items, please refer to <u>Part One, Section 5.4 – Other Pricing Scenarios</u>.

2.1.6. *Industries Standards.* Describe how your products and services conform to applicable industry standards and required specifications.

Cogent is a national, award-winning IT consulting firm with an unwavering commitment to delivering high-quality technology solutions. As an ISO-certified and CMMI Level 3 certified organization, we pride ourselves on our proven track record of excellence, innovation, and operational efficiency.

Cogent's IT services are designed to meet and exceed applicable industry standards and required specifications, ensuring the highest level of quality, security, and compliance for our clients.

We are committed to delivering IT services that adhere to the highest industry standards, ensuring compliance with critical regulations such as the Americans with Disabilities Act (ADA) and the Health Insurance Portability and Accountability Act (HIPAA). We rigorously follow these standards to ensure that our services are accessible, secure, and meet the needs of all users. By adhering to ADA, we ensure that our digital services and solutions are accessible to individuals with disabilities, promoting inclusivity. Our HIPAA compliance guarantees that we meet the strict confidentiality and security requirements for handling sensitive health information. Additionally, we align our offerings with other applicable industry standards, consistently updating our processes and protocols to ensure compliance with evolving regulations and specifications. This dedication to maintaining high standards underpins the reliability and trustworthiness of Cogent's IT services.

For Network Management and Security, we maintain 24/7 network monitoring and maintenance, supported by a robust firewall management system and intrusion detection/prevention mechanisms. Our VPN setup and management practices are aligned with industry standards to ensure secure remote access, while our Wi-Fi optimization solutions are based on the latest technologies to ensure reliability and performance. All these services are implemented following industry protocols and compliance standards, ensuring robust protection against threats and maintaining uninterrupted network operations.

In Infrastructure Management, we follow best practices for server administration, including virtualization and cloud integration, which comply with ISO 27001 and ITIL standards. We also prioritize disaster recovery and business continuity planning to ensure organizations can quickly recover from unexpected events. Our End-User Support services are designed to deliver 24/7 assistance through a combination of remote and on-site support, ensuring that devices and software are managed effectively, including timely patch management. On the cybersecurity front, Cogent follows industry regulations such as HIPAA, PCI-DSS, and GDPR to implement proactive measures such as vulnerability assessments, penetration testing, and comprehensive endpoint protection.

In Cloud Services, Cogent adheres to industry standards such as ISO 27001 and NIST frameworks for cloud security, ensuring secure and efficient cloud migrations and hybrid cloud management. Our Compliance and Risk Management practices involve regular security audits and assessments in line with global compliance frameworks, ensuring that clients remain compliant with industry- specific regulations. Additionally, for Cybersecurity Services, our proactive security measures, including vulnerability testing, encryption, and compliance management, are structured to meet

global regulatory requirements. All our solutions are built with compliance and security at the forefront, ensuring they conform to

relevant industry standards while providing businesses with the tools they need to optimize their IT infrastructure and mitigate risks.

2.1.7. 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.

As Cogent is a services-based company, we do not provide manufacturer warranties for physical products. Our focus is on delivering high-quality IT services, and as such, the concept of a manufacturer's warranty does not apply to our offerings.

3. **Business Operations**

3.1.1. Logistics

3.1.2. Locations; Distribution & Shipping Capabilities. Describe how supplier proposes to distribute the products/services in Respondent's defined geographic reach.

Your response may include, but is not limited to, information related to the number of store or showroom locations, distribution facilities, supply chain partners, fill rates, on-time delivery rates, and your ability to accommodate expedited orders.

Cogent is strategically positioned to support clients across all 50 states in North America, offering unparalleled distribution and service capabilities. With a robust presence that spans the entire country, Cogent serves over 150 public sector clients and a wide array of commercial businesses. Our extensive geographic footprint ensures that we can deliver exceptional IT managed services and support to clients, regardless of their location, whether in urban centers or remote regions.

 Nationwide Presence: Cogent maintains a dedicated workforce of over 1,000 employees located across the United States, ensuring local expertise and timely support for all clients. Our workforce is strategically distributed to offer efficient, localized services and respond to client needs promptly.

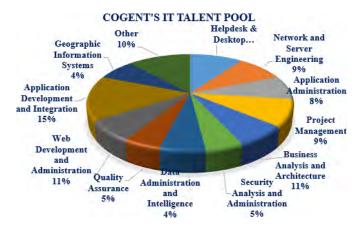
At Cogent, we pride ourselves on having a dedicated team of IT experts who are not only highly skilled but also passionate about delivering exceptional results. Our workforce is composed of over 1,000 internal professionals, each possessing deep expertise across various areas of IT. This team drives the innovation and technology solutions that keep our business at the forefront of the industry.

In addition to our internal resources, we maintain a robust bench of more than 3,000 additional employees, ready to be mobilized when the need arises. This diverse talent pool gives us the flexibility to scale quickly and meet any demands—whether it's for specialized expertise, increased project load, or responding to urgent client needs.

We also utilize an Advanced Talent Sourcing (ATS) system, which enables us to efficiently manage and source highly qualified candidates for critical staffing needs. In times when urgent staffing requirements emerge, our ATS helps us identify and deploy the right talent quickly, ensuring minimal disruption

to our operations and maintaining our high standards of service.

Advanced Applicant Tracking System (ATS): We employ a
sophisticated Applicant Tracking System (ATS) that streamlines
the recruitment, onboarding, and management of skilled
professionals. This ensures we have access to a continuous
pipeline of qualified talent, which is crucial for scaling up quickly
for large assignments or specialized roles. Our ATS allows us to
efficiently match the right talent to specific project needs,
ensuring optimal staffing solutions for every client engagement.



- Key Office Locations: In addition to our nationwide network of employees, Cogent has multiple key office locations throughout the U.S., including our headquarters in Pittsburgh, PA, and regional offices in major cities such as Los Angeles, Sacramento, New York, Arlington, and Boca Raton. This widespread network allows us to support both public sector and commercial clients with precision and speed.
 - Subcontractor Network: To further enhance our service delivery, Cogent collaborates with pre-vetted subcontractors across the country. With at least two subcontractors in each state, we are able to swiftly address client requirements and ensure that every project is completed on time and with the highest quality. Our subcontractors are experienced professionals within the IT services domain, helping us provide specialized expertise and reliable support across all projects.
- Expedited Orders & Flexible Service: Cogent has a proven track record of managing expedited orders. Our agile operations, combined with a vast network of resources, enable us to meet urgent client requests without compromising on service quality. Whether it's IT services, infrastructure support, or project execution, we are committed to maintaining excellence and efficiency.

This nationwide infrastructure, combined with our ability to quickly mobilize resources and subcontractors, enables Cogent to meet the dynamic needs of all clients while maintaining high standards for on-time delivery and service excellence. Our geographic reach and

operational flexibility position us as a trusted partner for public sector entities and businesses across the country.

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 of if they are a network of subcontractors.

Since Cogent is a service-oriented company and does not provide physical products, the requirement for a Customer Service Center (CSC) does not apply to us. Our primary commitment is to delivering exceptional IT services, which are supported by a robust customer service framework designed to ensure the highest levels of client satisfaction.

Cogent operates several offices across the United States, with a dedicated team of customer service professionals located in key regions. We have over 150 active contracts with public sector and commercial clients, and our customer service department is central to our operations. Our team is available to support clients through various channels, including phone, email, and online portals. Our customer service representatives are highly trained and work closely with technical teams to ensure that service requests are addressed efficiently and effectively.

3.3. Customer Set Up; Order & Invoice Processing; Payment

Cogent's proposal development, order, and invoice processes are designed to be clear, transparent, and efficient, ensuring a smooth experience for our clients throughout the engagement. These processes are structured to align with client expectations, ensure accurate pricing, and facilitate seamless service delivery.

Proposal Development

Our proposal development process begins with a comprehensive needs assessment. Once we understand the client's requirements, objectives, and scope of work, we develop a tailored proposal that outlines the IT services we will provide, the associated costs, and the expected timelines. Our proposals are detailed, transparent, and aligned with the client's budget and project goals. We ensure that all necessary details, including any required compliance with industry standards or specific contractual obligations, are included. Our proposals also include the terms and conditions of the services, clearly defining the scope, service-level agreements (SLAs), and any applicable support or maintenance provisions. Once the proposal is drafted, it is reviewed by our internal team and the client to confirm that all aspects meet their needs. If required, we make any adjustments before finalizing and submitting the proposal for approval.

Order Process

Once the proposal is accepted, the order process begins. We initiate the service delivery process by confirming the agreement and ensuring that all necessary documentation, such as service contracts and SLAs, are signed by both parties. At this point, we create an internal project plan that outlines the timeline, deliverables, and key milestones for the implementation of the

3.3.1. Proposal Development, Order, and Invoice Process. Describe your company's proposal development, order, and invoice process.

proposed services. The order process also involves coordinating with the appropriate teams, including IT support, cybersecurity, and infrastructure management, to ensure that resources are allocated as needed to meet the client's requirements. Communication with the client is maintained throughout this process to ensure alignment and to address any questions or concerns.

Invoice Process

Once services are delivered, the invoicing process begins. Cogent's invoicing process is designed to ensure accuracy and transparency. Based on the agreed-upon pricing in the proposal and the actual scope of services delivered, we generate invoices that reflect the specific terms of the contract. Our invoices are itemized to provide clear breakdowns of services rendered, including any additional costs for services outside of the original scope, if applicable. We use a simple, streamlined billing system that allows for easy tracking of invoices, and all invoices are sent promptly to the designated client contact. Payment terms are clearly outlined in the contract, and clients are informed of due dates, payment methods, and any other billing-related requirements. Our team is available to address any questions related to invoices, and we are committed to ensuring that the billing process is as straightforward as possible for our clients.

This end-to-end process ensures that Cogent delivers high-quality, responsive service, from the initial proposal through to the final invoice, with clear communication and full transparency at every stage.

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. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.

Cogent offers both Fixed Price and Time and Materials (T&M) pricing models to accommodate a variety of project needs.

Since the specific requirements or Project descriptions of Equalis Group Contracts are not defined at this time, Cogent has adopted a flexible Time and Materials (T&M) pricing model. This approach ensures that Equalis Group participants receive tailored IT solutions that meet their unique needs while maintaining transparent pricing based on actual project requirements. To accommodate budget planning, we have established a "not-to-exceed" rate for various job titles and services, ensuring cost predictability for each engagement. The rates provided in the rate card are the Not-to-exceed rates that can be further negotiated on a Project level. Pricing has been attached as a separate attachment – Cost Proposal. Cogent's pricing model is both flexible and auditable, offering straightforward, competitive rates while ensuring that Equalis Group members can easily verify compliance through transparent billing practices and comprehensive documentation.

Our pricing model is designed to be transparent, competitive, and flexible, ensuring that our clients receive the best value for the IT services we provide.

To ensure full transparency and compliance, Cogent's pricing model is structured to be easily auditable. All pricing is outlined clearly in the Master Agreement and associated contracts, and we maintain detailed records of the rates, pricing adjustments, and billing calculations. Once awarded, we will publish the final pricing sheet for the Equalis contract on our website, ensuring full transparency and easy access for all stakeholders. Equalis Group members can request access to this information at any time, and we will provide clear documentation to support any invoices or charges. Additionally, we are committed to adhering to the "Not-to-Exceed" pricing principles specified in the Master Agreement, ensuring that the agreed-upon prices do not exceed the rates outlined in our proposal, unless mutually agreed upon adjustments are made and properly documented. This makes it easy for Equalis Group members to verify that the pricing is in line with the agreed terms and ensures compliance with the Master Agreement at all times. 4.1.2. Auditable. Describe how the proposed Once awarded, we will publish the final pricing sheet for the Equalis pricing model is able to be audited by contract on our website, ensuring full transparency and easy access public sector agencies or CCOG to for all stakeholders. Cogent's pricing model is structured to ensure assure compliance with pricing in the full transparency and compliance, making it easily auditable by Master Agreement. public sector agencies or CCOG. To achieve this, we maintain detailed, clear, and accessible records of all pricing and billing components for services provided under the Master Agreement. Our pricing documentation includes comprehensive rates, fees, and service scope, which can be reviewed at any time by authorized parties to ensure alignment with the agreed terms. To further support the auditability of our pricing model, Cogent allows public sector agencies and CCOG to access all relevant pricing documentation upon request. This includes detailed records of pricing calculations, adjustments, and any cost-related changes that may occur during the term of the agreement. Additionally, Cogent commits to regularly reviewing and reconciling invoices and providing a clear trail of supporting documents to verify that the pricing in the Master Agreement is consistently followed. This process ensures that our clients can easily audit our pricing model and verify compliance with the agreed-upon terms throughout the duration of the contract. Cost Proposal Value. Which of the The prices offered in your Cost Proposal are: 4.1.3. following statements best describes the ☐ lower than what you offer other group purchasing organizations, offered included pricing cooperative purchasing organizations, or state purchasing Respondent's cost proposal. 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. \square not applicable. Please explain below.

	Click or tap here to enter text.
4.1.4. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.	As per our standard contracts, Cogent offers a discount of 1% on services provided. We are pleased to extend this discount to CCOG for this requirement, as outlined in our Cost Proposal. This discount applies to the services provided under the terms of the agreement, offering additional savings to CCOG members while maintaining the high level of service and support that Cogent is known for.
4.1.5. Cost of Shipping. Is the cost of shipping included in the pricing submitted with your response? If no, describe how freight, shipping, and delivery costs are calculated.	NA
4.1.6. Pricing Open Market or Sourced Goods. If relevant, propose a method for the pricing of Open Market Items or Sourced Goods.	NA
NOTE : For a definition of Open Market Items, please refer to <u>Part One, Section 5.4 – Other Pricing Scenarios</u> .	
4.1.7. Total Cost of Acquisition. Identify any components from the total cost of acquisition that are NOT included in the Cost Proposal. This would include all additional charges that are not directly identified as freight or shipping. For example, permitting, installation, set up, mandatory training, site work, or initial inspection may be required but not initially considered in the Cost Proposal. Identify any parties that impose such costs and their relationship to the Respondent.	NA NA
5. GO-TO-MARKET STRATEGY	
5.1. Respondent Organizational Structure & Staffing of Relationship	
 5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas; 1. Executive Contact: 2. Contract Manager: 	 Executive Contact : Mr. Manu Mehta Contract Manager: Mr. Manu Mehta Sales Leader: Justin Accord Reporting Contact: Suraj Gantayat Marketing Contact: Michael Kosar We have provided Resumes in the supplemental information tab.

- Sales Leader
- 4. Reporting Contact:
- 5. Marketing Contact:

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.

Cogent's sales organization is led by Justin Accord, our experienced Sales Leader, who is responsible for overseeing all sales initiatives related to the Equalis contract. Justin brings a wealth of experience in leading sales teams and developing strategies that drive growth and foster long-term relationships with clients. Our sales team is composed of over 100 dedicated sales resources, with both local resources and teams available across multiple geographic territories to ensure responsiveness and personalized service for clients nationwide.

We operate through a network of local offices strategically located across the U.S., which enables us to serve clients efficiently and effectively in all regions, including both urban and remote areas. This presence allows us to leverage regional knowledge, build relationships, and understand the unique needs of each market. Our sales team is segmented by vertical markets, with a strong focus on key sectors such as public sector agencies, education, healthcare, and emerging industries like AI and cybersecurity.

Cogent's sales strategy combines in-house resources and targeted marketing efforts to ensure the successful promotion and utilization of the Equalis contract. Our marketing team will actively promote the contract, showcasing its value through a variety of channels, including digital marketing, social media campaigns, and participation in industry events. By aligning our sales and marketing teams, we will generate strong business opportunities, helping to expand the reach of the Equalis contract and drive significant growth across all markets.

Justin Accord will continue to ensure that our sales efforts are aligned with client needs, while empowering our teams to achieve success. Through this integrated approach, we will maximize the potential of the Equalis contract, ensuring it becomes a key driver of Cogent's business growth.

5.2. Contract Implementation Strategy & Expectations

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

In the event of a contract award, Cogent's primary expectation is to establish a collaborative, transparent, and mutually beneficial relationship with the CCOG. We anticipate a clear understanding of the project scope, deliverables, timelines, and responsibilities from both parties. Our goal is to ensure that we align our services with the CCOG's objectives and provide exceptional IT solutions tailored to their needs.

Additionally, we expect a smooth transition into the implementation phase, with the necessary agreements, documentation, and resources in place to begin service delivery promptly. This includes confirming the project details, signing any

^{***}Indicate who the primary contact will be if it is not the Sales Leader.

required service-level agreements (SLAs), and finalizing any logistical aspects to ensure the seamless provision of services. We also expect open lines of communication with the client, allowing for continuous feedback, the resolution of any potential challenges, and the ability to address evolving needs.

Lastly, we expect to maintain a strong partnership throughout the contract term, providing ongoing support, regular performance reviews, and ensuring that the services delivered meet the highest standards of quality. At Cogent, we value long-term relationships and are committed to achieving the goals set forth in the contract while maintaining the flexibility to adapt to any changing requirements.

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; how you will market the contract, including deployment of the contract on your company website; and the time frames in which this will be completed.

Cogent's vision and strategy for leveraging a resulting contract with Equalis over the next five years is focused on growth, strategic expansion, and long-term client satisfaction. We plan to utilize the contract to strengthen our position in both the public sector and commercial markets, targeting specific geographic regions and verticals where we can provide significant value through our comprehensive IT services.

Geographic and Public Sector Vertical Markets:

Our strategy focuses on expanding our reach across all 50 states, with particular emphasis on targeting local, state, and federal government entities, as well as education, healthcare, and municipal sectors. These sectors represent significant opportunities for IT service delivery, as they continue to modernize their systems and require managed services, cybersecurity, cloud solutions, and IT infrastructure support. We will prioritize regions where we already have a strong presence and are well-positioned to offer tailored solutions, while also targeting areas that show potential for rapid growth in the public sector. Our goal is to build relationships with government agencies and public institutions, positioning Cogent as a trusted partner for long-term IT service needs.

Targeting New Trending Verticals Across a Broad Range of Industries:

In addition to our core focus on public sector markets, Cogent is keenly aware of the rapidly evolving landscape of technology-driven industries. As part of our five-year strategy, we will actively target new and emerging verticals across a broad range of industries, with a particular emphasis on Artificial Intelligence (AI), machine learning, data analytics, IoT, and cloud computing. These sectors represent significant growth opportunities as businesses increasingly adopt innovative technologies to stay competitive. Our approach will be to offer scalable, flexible IT solutions tailored to meet the specific needs of these industries, positioning Cogent as a go-to provider for cutting-edge IT services that support digital transformation.

Strategy for Acquiring New Business and Retaining Existing Business:

Cogent will continue to focus on delivering exceptional customer service and high-quality IT solutions as the cornerstone of our strategy for acquiring new business and retaining existing clients. We will leverage our existing contracts and success stories to demonstrate our expertise and reliability in the market. Specifically, we will motivate our existing clients in Ohio to increase their IT needs by highlighting the benefits of the Equalis contract and how it can support their evolving requirements. Our sales team will launch targeted marketing campaigns, including meetings and outreach efforts, to promote this contract and encourage more entities to take advantage of the contract for their IT services. In addition, we will actively engage with potential clients by showcasing our comprehensive service offerings, emphasizing flexibility, scalability, and the competitive advantages of the Equalis contract. Retention will remain a key focus, achieved through personalized service, consistent communication, and continuous optimization of IT solutions to meet the changing demands of our clients. Regular check-ins, performance reviews, and dedicated support will ensure clients feel valued and confident in our ability to deliver long-term value.

Deployment of the Contract with Sales Team:

Our sales team will play a critical role in the deployment of the Equalis contract. We will train our team extensively on the specific benefits and provisions of the contract, ensuring they can effectively communicate the value of the agreement to both existing and potential clients. Sales representatives will work closely with marketing, project management, and client services teams to provide a seamless experience for clients from proposal to service delivery. We will align our sales efforts with the contract's provisions to ensure a smooth process for all stakeholders involved. We also plan to assign dedicated account managers for large accounts to ensure personalized attention and proactive service.

Marketing the Contract and Website Deployment:

Cogent will actively market the Equalis contract across multiple channels, with a strong emphasis on digital marketing, thought leadership, and social media campaigns, particularly on platforms like LinkedIn. We will promote the contract on our website, highlighting the benefits for Equalis Group members, including competitive pricing, comprehensive IT services, and the ability to scale solutions to meet diverse needs. In addition to digital outreach, we will create case studies, testimonials, and content showcasing the success of the contract with other agencies, helping to build trust with new clients. Our social media campaigns will further amplify this messaging, driving awareness and engagement within targeted industries and sectors.

Cogent's five-year strategy is focused on using the Equalis contract to expand our client base, enhance service delivery, and position Cogent as a trusted, long-term partner in the IT services industry. Through targeted outreach, robust marketing efforts, and a commitment to customer satisfaction, we aim to drive significant growth and retention in both the public and commercial sectors.

Time Frames for Completion:

In the first 15 days following the contract award, Cogent will prioritize internal alignment, training our sales team, and preparing

marketing materials. We will also initiate outreach to the Equalis Group network, raising awareness of the contract and identifying potential leads. By the end of Month 1, we expect to secure initial contracts, particularly in key public sector verticals, and begin onboarding new clients. Our focus will be on establishing long-term relationships and delivering impactful IT solutions. Over the next two to three years, Cogent will work to solidify our national footprint under the Equalis contract, targeting additional public sector verticals, including Al-driven industries and other high-growth sectors. We will continue to optimize our offerings and expand our reach. In the final two years, Cogent will concentrate on deepening our market presence, refining service delivery, and ensuring continuous growth. Client feedback and emerging market trends will guide our strategy, ensuring we remain a trusted and innovative partner in the IT services space.

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

Cogent's top-line sales objectives over the next five years are designed to progressively expand our market share, enhance service offerings, and establish long-term relationships with clients. By year five, we aim to generate atleast \$25 million in revenue from the Equalis contract, positioning Cogent as a trusted, reliable partner in the IT services space. These objectives will be supported by a focused sales strategy, targeted market outreach, and ongoing service excellence.

Our sales objectives for the next five years, if awarded the Equalis contract, are designed to drive significant growth, expand our footprint across key public sector and commercial markets, and solidify our position as a trusted provider of IT services. Our top-line sales objectives are outlined as follows:

- Year 1: Establishment and Market Penetration In the first year, our primary objective is to establish the Equalis contract within our target markets and secure initial contracts with public sector agencies, educational institutions, and healthcare organizations.
- Year 2: Expansion and Client Acquisition Building on Year 1's success, our objective in Year 2 is to expand into additional geographic regions and public sector verticals, including local government agencies and other government-related entities. By continuing to leverage the Equalis contract's benefits, we will focus on retaining existing clients while acquiring new business, particularly in underpenetrated regions. This year will be crucial for growing relationships with clients and establishing a reputation for reliability and excellence in service delivery.
- Year 3: Growth and Service Diversification In Year 3, our focus will
 shift toward diversifying our service offerings and expanding
 our reach into new markets, including industries like finance
 and manufacturing that require scalable IT solutions. We will
 also continue to strengthen relationships with current clients,
 upselling additional services that align with their growing
 needs.

- Year 4: Consolidation and Market Leadership By Year 4, we will have established a strong presence in several key markets. During this year, we will emphasize service optimization and expansion, offering new solutions that meet the evolving demands of our clients, particularly in areas like automation, Al integration, and IoT. Additionally, we expect to deepen our partnerships with public sector agencies, ensuring long-term retention and satisfaction.
- Year 5: Scaling and Long-term Sustainability In Year 5, our goal will be scaling of our services across national accounts and additional sectors, solidifying Cogent's position as a market leader in IT services under the Equalis contract. We will focus on maintaining high levels of customer satisfaction, further diversifying our service offerings, and exploring new technologies and markets that offer long-term growth potential. Our strategy will emphasize scalability, with the aim of sustaining strong revenue growth while continuing to deliver exceptional value to our clients.

6. ADMIN FEE & REPORTING

6.1. Administration Fee & Reporting

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 administrative fee is normally calculated as a percentage of the total Spend for agencies accessing products and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.

Please provide your proposed Administrative Fee percentage or structure.

NOTE: The proposed Administrative Fee language for this contract is based on the terms disclosed in the <u>Attachment A – Model</u> **Administration Agreement**.

6.1.2. Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month

Cogent confirms that we will meet the reporting requirement set forth by Equalis Group for monthly sales invoicing and associated administrative fees. We are committed to providing detailed 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.

reports by the 15th of each month, covering the sales invoiced during the prior month and the associated administrative fees earned. Our internal systems are structured to track and generate accurate sales and fee data, ensuring that we can meet this reporting deadline consistently.

We understand the importance of timely and accurate reporting, and our dedicated finance and operations teams are fully equipped to generate and submit these reports on time. Should there be any unforeseen circumstances that might delay this process, we will notify Equalis Group promptly and propose an alternative reporting schedule, though we fully anticipate meeting the established timeline.

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 you sales organization provides and Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.

Cogent is committed to implementing a robust self-audit process to ensure compliance with the pricing and service commitments outlined in our agreement with Equalis Group. This self-audit process is structured to guarantee that Equalis Group participating entities receive the contracted pricing and high-quality service as specified.

Self-Audit Process Overview:

• Pricing Verification and Monitoring:

Our audit team will conduct quarterly reviews to confirm that all invoices and pricing align with the agreed-upon rates in the Equalis Group contract. This includes verifying that any discounts or volume pricing are correctly applied and documented in all transactions with participating entities.

A dedicated compliance officer within Cogent will oversee pricing checks to ensure that only contracted prices are offered. Any deviation identified will be rectified immediately, and affected participating entities will be promptly notified.

• Automated Contract Compliance System:

We will employ an automated system to flag pricing discrepancies in real-time, cross-referencing each transaction with the contractual pricing model. This system will help ensure that participating entities are invoiced accurately and consistently, minimizing any risk of pricing errors.

• Periodic Internal Audits:

Cogent will perform a bi-annual internal audit of Equalis Group transactions to assess adherence to the contract. This audit will cover all aspects of contract compliance, including service delivery standards, invoicing accuracy, and customer satisfaction metrics. Results of these audits will be available upon request and shared with Equalis Group to enhance transparency.

• Continuous Improvement through Feedback:

We will gather feedback from Equalis Group participating entities to identify any service areas needing adjustment or improvement. This input will be reviewed regularly, ensuring that our services not only meet but exceed Equalis Group's standards and that pricing is transparent and fair across all transactions.

• Annual Compliance Reporting:

An annual compliance report summarizing all audit findings,
corrective actions, and performance metrics will be provided to
Sourcewell. This report will confirm our ongoing commitment to
transparency and accountability.
Cogent is dedicated to fostering trust through accurate and fair
pricing, proactive compliance monitoring, and continuous
improvement of our self-audit processes.

PROPOSAL FORM 2: COST PROPOSAL

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

Respondent's Cost Proposal must include the information requested in Section 5 – Cost Proposal & Pricing.

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

PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

<u>Diversity Vendor Certification Participation</u> - 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:YesNo 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: Cogent is a certified Minority Business Enterprise (MBE) as recognized by the National Minority Supplier Development Council (NMSDC) and NYC SBS, and DMWBD.

PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

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

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





01/24/2022

Manu Mehta President Cogent Infotech Corporation 1035 Boyce Road, Suite 108 Pittsburgh, Pennsylvania 15241

EIN/SSN (last 4 digits): xx-xxx3904 NYC Vendor Number: 0002966402

RE: Minority-Owned Business Enterprise (MBE) Certification

Dear Manu Mehta:

The Department of Small Business Services ("SBS") has determined that Cogent Infotech Corporation meets the eligibility requirements for a Minority and Woman-owned Business Enterprise ("M/WBE") Program. Cogent Infotech Corporation is hereby certified as Minority-Owned Business Enterprise (MBE). This certification remains in effect until 1/31/2027, but may be reviewed prior to the expiration date.

A certified business must notify SBS within 45 days of any material change in the information provided in the application. A material change may include but is not limited to any of the following:

- Company name
- Business type
- Legal business structure
- Tax ID (EIN)
- Ownership interest
- Board of directors or officers
- Operational control
- Business address
- Principal products or services
- Business finances (banking, loans, lines of credit, capital contributions)
- Other affiliations

Your certified business will now receive targeted solicitations and invitations to attend networking events with government and corporate buyers. Your firm will also be listed in the New York City Online Directory of Certified Businesses (www.nyc.gov/buycertified) so we can connect you to government buyers and prime contractors who may be looking for certified companies such as yours.

Do you need help selling your goods or services to the City, State or Federal government? Our Procurement Technical Assistance Center provides guidance and direction on government vendor enrollments, identifying additional diversity certifications, finding opportunities that fit your business, helping you understand contract requirements, and providing vauable feedback on bids and proposals. To learn more about PTAC, please email bizhelp@sbs.nyc.gov or call at 212-513-6444.

We are dedicated to providing quality service to businesses seeking certification with the City of New York. If you have questions regarding your business's certification, please send an email to MWBE@sbs.nyc.gov.

Sincerely, Certification Unit NYC Small Business Services



8828 N. Stemmons Freeway * Suite 550 * Dallas, TX 75247

May 3, 2024

Manu Mehta President Cogent Infotech Corporation 1035 Boyce Rd Pittsburgh, PA 15241

Dear Manu Mehta,

The Dallas/Fort Worth Minority Supplier Development Council is pleased to acknowledge **Cogent Infotech Corporation** as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council. Meeting all requirements and criteria of NMSDC certification, with due diligence and site inspection provided by the **Eastern MSDC**, an affiliate of the National Minority Supplier Development Council.

The Dallas/Fort Worth Minority Supplier Development Council as an affiliate of the NMSDC recognizes and confirms the certification of Cogent Infotech Corporation 04/29/2024 through 04/30/2025. Subscription is renewable annually.

As a certified MBE subscriber to the Dallas/Fort Worth Minority Supplier Development Council, Cogent Infotech Corporation is eligible to take advantage of the following services:

- Access to D/FW MSDC Buying Entity members
- Registration as a Minority Business Development Agency client with the Dallas Fort Worth Business Center
- Registration on the MBDA Phoenix System Portal, which provides access to Federal, State, City, and Private Industry Bids Opportunities
- Federal Procurement assistance
- Business Plan Enhancements
- · Consultation to access international markets. Import/export/assessment
- · Access to free consulting where specific contract & financing opportunities exist
- · Business/market research (preferential pricing)
- 10,000 Small Business Program access and referral
- Referrals & Introductions
- · Ability to attend D/FW MSDC development programs at a lower cost
- Industry Group participation
- · Discounted fees to attend events
- Ability to exhibit at D/FW MSDC Business Expos (HARDHAT & ACCESS)
- Targeted Matchmaking
- MBE Recognition and Spotlight eligibility
- Eligibility for D/FW MSDC Supplier of the Year Recognition
- Eligibility for scholarship funding
- Access to D/FW MSDC Board and Training Rooms
- · Temporary Work Space with WIFI

We look forward to your continuous participation with the Dallas/Fort Worth Minority Supplier Development Council. Please feel free to contact me at 214.630.0747 or margo@dfwmsdc.com with any questions. Thank you.

Sincerely.

Margo J. Posey President



CERTIFICATE

This is to certify that the Quality Management System of

Cogent Infotech Corporation

USA: 1035 Boyce Rd, Suite 108, Pittsburgh, PA 15241

INDIA:- A-126, Second Floor, Sector 63, Noida - 201301, Uttar Pradesh, India

has been found to comply with

ISO 9001:2015

This certificate is applicable to the following scope:

Cogent is a global, award winning IT services company obsessed with solving complex business problems for Fortune 500 and The Public Sector, by leveraging innovative technology and top talent.

Certificate No :: I-QSC202207041

Date of Initial Registration

22 July 2022

Surveillance Audit on/before

22 June 2023

Certificate Expiry

21 July 2023

Recertification Due

21 July 2025

*The scope is as per IAF Code 33







Church!

Authorized Signatory
BOC ASSESSMENT

BQC ASSESSMENT PRIVATE LIMITED
Website: www.bgccert.com, E-mail: info@bqccert.com.Ph: +91 9810618108

BQC Assessment Pvt. Ltd. is accredited by International Accreditation Services (IAS), United States of America vide MSCB Number 124. Accreditation details are available with IAS, (International Accreditation Service) Inc. USA, at www.iasonline.org
The validity of this certificate can be verified at www.bqccert.com or through into@bqccert.com
Address: 202, DLF Galleria, Mayur Vibar, Delhi-110091. This certificate is the property of BQC
Assessment Pvt. Ltd. and must be returned on request.



CERTIFICATE

This is to certify that the Information Technology Service Management System of

Cogent Infotech Corporation

USA: 1035 Boyce Rd, Suite 108, Pittsburgh, PA 15241

INDIA:- A-126, Second Floor, Sector 63, Noida - 201301, Uttar Pradesh, India

has been found to comply with

ISO/IEC 20000-1:2018

This certificate is applicable to the following scope:

Cogent is a global, award winning IT services company obsessed with solving complex business problems for Fortune 500 and The Public Sector, by leveraging innovative technology and top talent.

Certificate No :: I-ITSM202207004

Date of Initial Registration 22 July 2022
Surveillance Audit on/before 22 June 2023
Certificate Expiry 21 July 2023
Recertification Due 21 July 2025





(June 1)

Authorized Signatory

BQC ASSESSMENT PRIVATE LIMITED

Website: www.bqccett.com, E-mail: info@bqccett.com,Ph: +91 9810618108

202. DLF Galleria. Mavur Vihar. Delhi -110091

BQC Assessment Pvt. Ltd. is accredited by International Accreditation Services (IAS), United States of America vide MSCB Number 124. Accreditation details are available with IAS, (International Accreditation Service) Inc. USA, at www.iasonline.org
The validity of this certificate can be verified at www.bqccert.com or through info@bqccert.com
This certificate is the property of BQC Assessment Pvt. Ltd. and must be returned on request.



CERTIFICATE

This is to Certify that the

Information Security Management System of

Cogent Infotech Corporation

USA: 1035 Boyce Rd, Suite 108, Pittsburgh, PA 15241

INDIA:- A-126, Second Floor, Sector 63, Noida - 201301, Uttar Pradesh, India

has been found to comply with

ISO/IEC 27001:2013

This certificate is applicable to the following scope:

Cogent is a global, award winning IT services company obsessed with solving complex business problems for Fortune 500 and The Public Sector, by leveraging innovative technology and top talent.

This is as per Statement of Applicability Version 1.0

Certificate No :: I-ISMS202207012

Date of Initial Registration 22 July 2022

Surveillance Audit on/before 22 June 2023

Certificate Expiry 21 July 2023

Recertification Due 21 July 2025







Jumil.

Authorized Signatory

BQC ASSESSMENT PRIVATE LIMITED

Websate: www.bqccert.com.E-mail: info@bqccert.com.Ph: +919810618108
202, DLF Galleria, Mayur Vihar, Delhi -110091

BQC Assessment Pvt. Ltd. is accredited by International Accreditation Services (IAS), United States of America vide MSCB Number 124... Accreditation details are available with IAS, (International Accreditation Service) Inc. USA, at www.iasonline.org
The validity of this certificate can be verified at www.bqccert.com or through info@bqccert.com
This certificate is the property of BQC Assessment Pvt. Ltd. and must be returned on request.



Certifications a CMMI institute Partner (18-00034-ULA-000)

This is to affirm that, the appraisal conducted under the Lead Appraiser Mr. Vikendra Kumar Saxena, CMMI Institute Certified Lead Appraiser. LA ID # 033286



M/S. COGENT INFOTECH CORPORATION

Operating Office at #1035 Boyce Rd, Suite 108, Pittsburgh, PA 15241, Pittsburgh, PA, United States, 15241

OU Name: Recruitment Services

is operating at

Maturity Level 3 of CMMI V2.0





CMMISVC/3

Chandra Sekhar Mateti Digitally signed by Chandra Sekhar Mateti Date: 2023.08.11 08:44:22 +05'30' Last day of Original Appraisal Onsite: 20th Jan'23 Appraisal Expiry Date: 20th Jan'26

Issue date: 11th Aug'23 Cert #: ML0101366

Prof. Chandra Sekhar Mateti - MacLead Certifications Pvt Ltd.

Capability Maturity Model, Capability Maturity Modelling and CMMI are registered in U.S Patent & Trademark office. Lead Appraiser is a Service Mark of CMM Institute. The CMMI Institute has approved the report and now it is available in CMMI Portal for by M/s COGENT INFOTECH CORPORATION. Appraisal No# 63279

www.maclead.com | Ph: 0120-2326055

ML:CMMI:F:03

CERTIFICATI

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 Respondent 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 Respondent whose name, or the name of any of the subcontractors proposed by the Respondent, 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
\boxtimes	No

PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. Mandatory Contract Performance Disclosure.

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "formal claims" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Respondent 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 Respondent'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 Respondent's performance of the work, and the best interests of Members.

Provide statement here. Cogent has a strong track record of delivering high-quality IT services, and we take great care to ensure that all contractual obligations are met in full. To the best of our knowledge, neither Cogent nor any of our proposed subcontractors have been involved in any formal claims for breach of contracts related to the provision of products or services similar to those outlined in this RFP. We maintain a commitment to resolving any disputes amicably and ensuring the timely and effective delivery of services. Should any such claims arise, we would fully cooperate with Equalis Group to provide transparency and ensure that our services continue to meet the highest standards of quality and performance.

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, Respondents 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 Respondent by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Respondent from consideration, such governmental action and a review of the background details may result in a rejection of the Respondent'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 Respondent's performance of the work, and the best interests of Members.

Provide statement here. Cogent has consistently adhered to all applicable regulations and standards in the performance of services similar to those described in this RFP. To the best of our knowledge, neither Cogent nor any of our proposed subcontractors has been the subject of any adverse regulatory or administrative governmental action at the federal, state, or local level in relation to the performance of IT services. We are committed to maintaining compliance with all relevant laws and regulations and resolving any issues promptly should they arise. If any such actions were to occur, we would fully cooperate with the appropriate authorities and provide full transparency to Equalis Group.

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?					
\boxtimes	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.						
Respon	dent Response: Click or tap here to enter text.					

PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Companies 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 Respondent's proposal being deemed nonresponsive to this RFP.**

I, Manu Mehta, hereby certify and affirm that Cogent Infotech Corporation has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the Unites 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, Manu Mehta, hereby certify and affirm that Cogent Infotech Corporation, 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.

<u>AND</u>

I, Manu Mehta, hereby certify and affirm that Cogent Infotech Corporation, 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, Manu Mehta, hereby certify and affirm that Cogent Infotech Corporation 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, Manu Mehta, hereby affirm that this proposal accurately represents the capabilities and qualifications of Cogent Infotech Corporation, and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)

PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Respondent 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:

Company Name:

Manu Mehta

Cogent Infotech Corporation

Mailing Address:

1035 Boyce Road, Suite 108, Pittsburgh, PA 15241

Email Address:

govt-bids@cogentinfo.com

President

PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Respondent, 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.

(The rest of this page is intentionally left blank)

Respondents Name: Manu Mehta

Title of Signatory:

Mailing Address: 1035 Boyce Road, Suite 108, Pittsburgh, PA 15241

President

Signature Manu Moua.

PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by <u>Section 1352, Title 31, U.S. Code</u>. 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 Respondent 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: <u>December 13, 2024</u>

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:

December 13, 2024

PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Respondent 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 Respondent agree? MM

(Initials of Authorized Representative)

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements).

All Respondents submitting proposals must complete this Federal Funds Certification Form regarding Respondent'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 contra ct'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 their 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 Respondent 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 mut 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 Respondent agree? MM

(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. Respondent 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.

(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 Respondent agree? MM

(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 Respondent agree? MM

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Respondent agree? MM

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Respondent agree? MM

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act

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

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

Does Respondent agree? MM

(Initials of Authorized Representative)

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689

(3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Respondent agree? MM

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Respondent agree? MM

(Initials of Authorized Representative)

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Respondent agree? MM

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including

profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Respondent agree? MM

(Initials of Authorized Representative)

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

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

Does Respondent agree? MM

(Initials of Authorized Representative)

13. Domestic preferences for procurements

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

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

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

Does Respondent agree? MM

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

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

Does Respondent agree? MM

(Initials of Authorized Representative)

15. Applicability to Subcontractors

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

Does Respondent agree? MM

(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:

Manu Mehta

Company Name: Cogent Infotech Corporation

Mailing Address: 1035 Boyce Road, Suite 108, Pittsburgh, PA 15241

Job Title: <u>President</u>

PROPOSAL FORM 15: FEMA FUNDING REQUIREMENTS CERTIFICATION FORMS

<u>Please answer the following question. If yes, complete this Proposal Form.</u>

In the event of a contract award, does the Respondent intend to make their products and services	\boxtimes	Yes
available to public agencies utilizing FEMA funds or seeking reimbursement from FEMA?		No

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). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All Respondents submitting proposals who desire to work with Members utilizing FEMA funds must complete this FEMA Recommended Contract Provisions Form regarding Respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA 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 Respondent'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 Respondent 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. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? MM

(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017, Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

Does Respondent agree? MM

(Initials of Authorized Representative)

2. Changes

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? MM

(Initials of Authorized Representative)

3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? MM

(Initials of Authorized Representative)

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? MM

(Initials of Authorized Representative)

5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? MM

(Initials of Authorized Representative)

6. Program Fraud and False or Fraudulent Statements or Related Acts

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? MM

(Initials of Authorized Representative)

7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? MM

(Initials of Authorized Representative)

8. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? MM

(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: Manu Mehta

Company Name: Cogent Infotech Corporation

Mailing Address: 1035 Boyce Road, Suite 108, Pittsburgh, PA 15241

law Woua.

Job Title: <u>President</u>

PROPOSAL FORM 16: ARIZONA CONTRACTOR REQUIREMENTS

Please answer the following question. If yes, please complete this Proposal Form.

In the event of a contract award, does the Respondent intend to make their products and services	\boxtimes	Yes
available to public agencies in the State of Arizona?		No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

AZ Compliance with Federal and State Requirements

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

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

AZ compliance with workforce requirements

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

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

AZ Contractor Employee Work Eligibility

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

AZ Non-Compliance

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs

beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona)

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited

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

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

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

Does Respondent agree? MM

(Initials of Authorized Representative)

Date: December 13, 2024

PROPOSAL FORM 17: NEW JERSEY REQUIREMENTS

<u>Please answer the following question. If yes, complete this Proposal Form.</u>

Does the awarded supplier intend to make their products and services available to public agencies in the	\boxtimes	Yes
State of New Jersey?		No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

A. 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: Cogent Infotech Corporation

Street: 1035 Boyce Road, Suite 108, Pittsburgh, PA 15241

City, State, Zip Code: Pittsburgh, PA 15241

Complete as appropriate:

I, Click or tap here to enter text., certify that I am the sole owner of Click or tap here to enter text, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

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

OR:

I, Manu Mehta, an authorized representative Cogent Infotech Corporation, 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

Manu Mehta	1775 Sapphire Court	
	Pittsburgh, PA 15241	
Nandan Banerjee	448 Hickory Grade Rd	
	Bridgeville, PA 15017	

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

Signature:

Date: <u>December 13, 2024</u>

B. Non-Collusion Affidavit

Respondent Name: <u>Cogent Infotech Corporation</u>

Street Address: 1035 Boyce Road, Suite 108, Pittsburgh, PA 15241

City, State Zip: Pittsburgh, PA 15241

State of New Jersey Texas

County of Collin

I, Manu Mehta of the Dallas in the County of Collin, State of Texas of full age, being duly sworn according to law on my oath depose and say that:

I am the President of the firm of Cogent Infotech Corporation the Respondent 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 stat ements 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: Presiden

Subscribed and sworn before me

this 12 day of December , 20 24

Notary Public of New Jersey

My commission expires 10/04, $20_{\underline{27}}$

SFAL



C. Affirmative Action Affidavit (P.L. 1975, C.127)

Company Name: <u>Click or tap here to enter text.</u> Cogent Infotec Corporation

Street Address: Click or tap here to enter text. 1035 Boyce Ro ad, Suite 108, Pittsburgh, PA 15241

City, State, Zip Code: Click or tap here to enter text. Pittsburgh, PA 15241

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:

- A photo copy of their <u>Federal Letter of Affirmative Action Plan Approval</u>
 OR
- A photo copy of their <u>Certificate of Employee Information Report</u>

 OR
- 3. A complete <u>Affirmative Action Employee Information Report (AA302)</u>

<u>Public Work – Over \$50,000 Total Project Cost:</u>

☑ 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: President

Date: December 13, 2024

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

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

The contractor or subcontractor agrees to revise any of 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

D. C. 271 Political Contribution Disclosure Form

PUBLIC AGENCY INSTRUCTIONS

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

- 1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
- 2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
- 3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
- 4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay 2 play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used "as-is", subject to edits as described herein.
 - e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
- 5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

CONTRACTOR INSTRUCTIONS

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

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

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

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

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

¹ N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I - Vendor Information

Vendor Name: Cogent Infotech Cor			otech Corporation			
Address: 1035 Boyce Road, Suite 10			d, Suite 108, Pittsburgh, I	PA 15241		
City: Pittsburgh		State: PA		Zip:15241		
_	-	-	ertify, hereby certifies the las represented by the las Manu Mehta		rovided herein represents cou anying this form. President	mpliance with
Signature of Vendor		Printed Name		Title		
than \$300 per el provided by the	iremer lectior local (nt: Pursuant to <u>National to National to National Inc.</u>			nclude all reportable political ttees of the government entit	
Contributor Na	ame		Recipient Name	Date	Dollar Amount	
NA					\$	

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26
Page _____of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount

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

E. Stockholder Disclosure Certification

Name of Business:	
I certify that the list below contains the names and how outstanding stock of the undersigned.	me addresses of all stockholders holding 10% or more of the issued and
OR	
$\ \square$ I certify that no one stockholder owns 10% or more of	f the issued and outstanding stock of the undersigned.
Check the box that represents the type of business organization	on:
☐ 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 stockholders:	the stockholder list below.
Name: Manu Mehta	Name: Nandan Banerjee
Home Address: 1775 Sapphire Court Pittsburgh, PA	Home Address: 448 Hickory Grade Rd Bridgeville, PA
15241	15017
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 12th day of2 0, 2027.	December (Affiant)
(Notary Public) Notary 10 #134589239	Sowmya Jopal

(Print name & title of affiant)

My Commission expires: 10/04/2027 (Corporate Seal)

PROPOSAL FORM 18: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Cneck Agreen	one of the following responses to the General Terms and Conditions in this solicitation, including the Master nent:
⊠ unders	We take no exceptions/deviations to the general terms and conditions. (Note : If none are listed below, it is tood 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

Click or tap here to enter text.

your exceptions/deviations below:

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

PROPOSAL FORM 19: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

<u>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.</u>

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.

<u>Redlined copies of this agreement should not be submitted with the response</u>. 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.

\boxtimes	Respondent agrees to all terms and conditions in Attachment A - Sample Administration Agreement .
	Respondent wishes to negotiate directly with Equalis Group on terms and conditions in the Sample Administration
	Agreement. Negotiations will commence with Equalis Group after CCOG has completed the contract award.

PROPOSAL FORM 20: MASTER AGREEMENT SIGNATURE FORM

Feb 26, 2025

Date:

RESPONDENTS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD. RESPONDENTS WHO FAIL TO DO SO WILL BE DETERMINED UNRESPONSIVE AND WILL NO LONGER BE CONSIDERED FOR AWARD.

The undersigned hereby proposes and agrees to furnish Products & 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.

Company Name	Cogent Infotech Corporation		
Address	1035 Boyce Road, Suite 108, F	Pittsburgh, PA	<u>15241 </u>
City/State/Zip	Pittsburgh, PA 15241		
Phone Number	Phone Number (412) 246-070	08	
Email Address	govt-bids@cogentinfo.com		
Printed Name	Manu Mehta		
Job Title	President		
Authorized Signature	Manu Mona.		
Initial Term of the Maste	er Agreement		
Contract Effective Date:	March 1, 2025		
Contract Expiration Date	: February 28, 2029		
Contract Number:	COG-2163A		
	(Note : Contract Number wi	ill be applied pr	rior to CCOG and Equalis Group countersigning.)
The Cooperative Council 6001 Cochran Road, Suit Cleveland, Ohio 44139		5540 Gra	Group, LLC. anite Parkway, Suite 200 exas 75024
By: Dr. Franklyn A. Corlett (Feb.	yn A. Corlett 526, 2025 11:49 EST)	Ву:	Ein Mu
Name: Franklyn A. Co	orlett	Name:	Eric Merkle
As: CCOG Board P	resident	As:	EVP, Procurement & Operations

Feb 26, 2025

Date:

Agreement - Cogent Infotech & CCOG (Master)

Final Audit Report 2025-02-26

Created: 2025-02-26

By: David Robbins (drobbins@equalisgroup.org)

Status: Signed

Transaction ID: CBJCHBCAABAArlZVLkVXuPKx2jfzRxDz14ib-h0_2dEa

"Agreement - Cogent Infotech & CCOG (Master)" History

- Document created by David Robbins (drobbins@equalisgroup.org) 2025-02-26 4:38:29 PM GMT
- Document emailed to Eric Merkle (emerkle@equalisgroup.org) for signature 2025-02-26 4:38:44 PM GMT
- Document emailed to Frank Corlett (fcorlett@solonohio.org) for signature 2025-02-26 4:38:44 PM GMT
- Email viewed by Eric Merkle (emerkle@equalisgroup.org)
 2025-02-26 4:39:11 PM GMT
- Document e-signed by Eric Merkle (emerkle@equalisgroup.org)
 Signature Date: 2025-02-26 4:39:26 PM GMT Time Source: server
- Email viewed by Frank Corlett (fcorlett@solonohio.org) 2025-02-26 4:44:29 PM GMT
- Signer Frank Corlett (fcorlett@solonohio.org) entered name at signing as Dr. Franklyn A. Corlett 2025-02-26 4:49:04 PM GMT
- Document e-signed by Dr. Franklyn A. Corlett (fcorlett@solonohio.org)

 Signature Date: 2025-02-26 4:49:06 PM GMT Time Source: server
- Agreement completed. 2025-02-26 - 4:49:06 PM GMT