



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	3
PROPOSAL FORM 1: TECHNICAL PROPOSAL	4
PROPOSAL FORM 2: COST PROPOSAL	23
PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION	24
PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES	24
PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY	26
PROPOSAL FORM 6: MANDATORY DISCLOSURES	27
PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION	28
PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS	
PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT	30
PROPOSAL FORM 10: DEBARMENT NOTICE	31
PROPOSAL FORM 11: LOBBYING CERTIFICATIONS	32
PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS	33
PROPOSAL FORM 13: BOYCOTT CERTIFICATION	34
PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS	35
PROPOSAL FORM 15: FEMA FUNDING REQUIREMENTS CERTIFICATION FORMS	
PROPOSAL FORM 16: ARIZONA CONTRACTOR REQUIREMENTS	
PROPOSAL FORM 17: NEW JERSEY REQUIREMENTS	46
PROPOSAL FORM 18: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM	57
PROPOSAL FORM 19: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION	58
PROPOSAL FORM 20: MASTER AGREEMENT SIGNATURE FORM	59

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 Form 1: Technical Proposal	
cost propo	L PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your	
	Proposal Form 2: Cost Proposal	
	110003411 01111 2. C03t 11000341	
OTHER RE	QUIRED PROPOSAL FORMS:	
	Proposal Form 3: Diversity Vendor Certification Participation	
	Proposal Form 4: Certifications and Licenses	
	Proposal Form 5: Unresolved Findings for Recovery	
	Proposal Form 6: Mandatory Disclosures	
	Proposal Form 7: Dealer, Reseller, and Distributor Authorization	
	Proposal Form 8: Mandatory Supplier & Proposal Certifications	
	Proposal From 9: Clean Air Act & Clean Water Act	
	Proposal From 10: Debarment Notice	
	Proposal Form 11: Lobbying Certification	
	Proposal Form 12: Contractor Certification Requirements	
	Proposal Form 13: Boycott Certification	
	Proposal Form 14 Federal Funds Certification Form	
	Proposal Form 15 FEMA Funding Requirements Certification Form	
	Proposal Form 16: Arizona Contractor Requirements	
	Proposal Form 17: New Jersey Requirements	
	Proposal Form 18: General Terms and Conditions Acceptance Form	
	Proposal Form 19: Equalis Group Administration Agreement Declaration	
	Proposal Form 20: Master Agreement Signature Form	

PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. Overview & Qualifications			
1.1. C	ompany Information		
1.1.1.	Company Name:	U.S TelePacific C	orp DBA TPx Communications
1.1.2.	Corporate Street Address:	303 Colorado Str	eet, Suite 2075, Austin, TX 78701
1.1.3.	Website:	www.tpx.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.	COMMUNICATION the System for Services Adminis 25, 2007 with U business was sta	S. TELEPACIFIC CORP. (doing business as TPX DNS) is an entity in Austin, Texas registered with Award Management (SAM) of U.S. General tration (GSA). The entity was registered on June nique Entity ID (UEI) #MZK8JA16MCJ8 and the arted on January 1, 1998. Other entity names Communications Co, DSCI, LLC and MPower is Corp
1.1.5.	Primary Point of Contact. Provide	Name:	Paola Moseley
	information about the Respondent	Title:	Strategic Buying Group Account Manager
	representative/contact person authorized to answer questions regarding the	Phone:	(786) 809-1931
	proposal submitted by your company:	E-Mail Address:	paola.moseley@tpx.com
1.1.6.	Authorized Representative. Print or type the name of the Respondent 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).	Name:	Tasha Wilson
		Title:	Manager of RFP & Bid Management
		Phone:	858-200-2728
		E-Mail Address:	formrequest@tpx.com
1.2. Fi	inancial Strength & Legal Considerations		
	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 refence letters.	Company Info/Background: • Founded in 1998, TPx has helped businesses navigate a complicated and evolving IT landscape. • For the last 25 plus years, the team grew exponentially nationwide through a series of technology partnerships, channel relationships and corporate acquisitions. • TPx was acquired by Siris Capital (a Private Equity Company) in February 2020 and has invested a significant amount of capital to transform company from a traditional CLEC to a leading nationwide Managed Services Provider. Private Equity sponsor and reduced cash interest outlay. Audit Results and Financial Highlights: • Our Auditor is PricewaterhouseCoopers (one of the Big 4 audit firms) • Last Audited FS: December 31, 2023. We received a clean "Unqualified"	
Note: If the information disclosed in your response is considered "Trade Secret" as defined in Ohio		Opinion" (consistent w	ith the prior year audit as well.) FY23 of \$457 million (audited); Record non-GAAP gross margins

will be redacted from any future use of the RFP response.		June 2023: Completed refinancing transaction and improved the Company's liquidity, including additional investment from "Unqualified Opinion" (consistent with the prior year audit as well.)	
1.2.2.	Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	TPx Communications has never filed for bankruptcy.	
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.	Not applicable.	
1.3. Ir	ndustry Qualifications		
1.3.1.	Company Identification. How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?	TPx is a Service Provider – we understand and have operated in the 24/7/365 environment for the past 25 years. We leverage many technology platforms to deliver our mission critical services. The hardware/software is part the services that we provide, and we have a robust supply chain management process which includes our managed inventory, supply chain risk, etc. Relationships matter to us, we take a layer approach to our services. Customer support has been hard-wired into our DNA since day one. With our highly experienced in-house support teams, we offer one-stop shopping that takes care of the planning, implementation, management, updating, and ongoing support of all mission-critical services that our customers depends on.	
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	
1.3.3.	Authorized Distributors, Agents, Dealers, or Resellers. Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers.	TPx will be your single point of contact for this contract. We have a variation of professionals that will aid in assisting Equalis members with their request. Sales Managers – TPx employees Customer support is deeply embedded in our company culture from the very beginning. Our experienced support teams deliver a comprehensive suite of services, covering everything from planning and implementation to management and ongoing assistance for all your business's vital requirements. Our sales professionals bring decades of expertise in understanding customer needs and identifying the right solutions. They will be there to guide Equalis members at every step of the journey.	

NOTE: Respondents intending to authorize distributors, agents, dealers, or resellers must complete <u>Proposal Form 7 - Dealer, Distributor</u> and Reseller Authorization Form.

Project Managers – TPx employees

The Project Manager will be your single point of contact to communicate with you and various TPx teams. Their role is to keep all parts of the service implementation project organized, communicated, and running according to plan. The Project Manager will set times and dates for meetings, maintain schedule, and coordinate your service implementation and facilitate discussions between you and the Technical Provisioning Specialists.

TPx Account Managers – TPx employees

The success of our TPx team starts with the Account Management Team. After your installation is complete, your dedicated Account Manager will continue to stay in touch with you on a regular basis to ensure you remain completely satisfied with your service. This will enable us to work together to review your ongoing needs and plan for any changes as your business grows. Our commitment to collaborating with our customers is the philosophy that forms the basis for everything we do.

MSx Specialist & Technical Support Specialists – TPx employees The MSx Provisioning Specialist will provide first level engineering tasks for provisioning. They will be able to support those tasks across multiple services to include MSx Firewall, MSx WAN, MSx Office 365, MSx Backups and MSx Endpoints. We will work with MSx Engineering and MSx Service Delivery Systems and Network Engineering to provide advanced level support and configuration for provisioning for any existing or additional MSx services that are developed. Over time, the MSx Specialist will be able to provision our base level of services from configuration to installation without engineering additional level support. Our technical support specialists proactively monitor and maintain your services to ensure your services are up and running. When the unexpected happens, you need to reach out to someone you can trust. Our highly skilled, Technical Support Specialists are available 24x7x365 to provide you with timely and accurate solutions to your technical problems. You only have one number to call for all your technical support needs, including voice, data, networking, Office 365, security, colocation, and server backup.

Expert & Certified Proactive Maintenance Support Engineers – TPx employees

We have in-house expertise that provides world-class technology development, support, and industry-specific knowledge gained over the past 20 years nationwide. Over 15% of our workforce are skillful, certified specialists in on boarding and post installation support. Our Security Operations Centers are led by defense, cybersecurity, and ex-military specialists with an average of over 10 years' experience.

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

As a managed services provider with our own carrier network, TPx delivers service offerings that leverage third-party technologies sourced on behalf of our customers. We achieve this through a dedicated team of TPx-employed salespeople and an extensive agent/partner channel that brings clients into TPx

RFP. If applicable, is your network independent or company owned?

agreements. For those seeking business internet services, we offer a combination of reselling third-party carriers and providing services from our own core Ethernet backbone across the continental United States.

TPx Communications employs a strategic mix of independent dealers and company-owned operations within our dealer network. This hybrid approach allows us to harness the strengths of various partners while ensuring we maintain control over our brand and service quality. Our Supplier Diversity Program is designed to create a more inclusive supply chain that mirrors the demographic diversity of our customers and employees. Our vendor selection and screening processes focus on identifying suppliers who are not only part of nationally recognized minority programs but also actively promote diversity within their own operations. We are dedicated to enhancing our supply chain through diversity by setting clear goals, employing best practices, and tracking diverse spending throughout our supplier network.

Additionally, TPx is proud to offer added value to our services as a Blue Diamond Partner, representing the top 2% of Datto's partners globally. We are also recognized as the Expert Partner—the highest tier available—for Fortinet, and we rank among the top partners with VMware.

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?

For the last 25 plus years, the team grew exponentially nationwide through a series of technology partnerships, channel relationships and corporate acquisitions.

Now as a leading managed services provider in the US, TPx brings to market an expansive suite of products, representing some of the largest brands in the IT space. Our engineers, architects and support experts hold more than 120 technology certifications, so our expertise can help drive your business forward. Each month more than 1,000+ employees are solely dedicated to delivering services aligned to the new realities of remote work and the requirements of more than 11,000 customers in more than 42,000 unique locations. With our Geo-Redundant Security Operations Center and Network Operation Center providing 24/7/365 oversight for our customers' security & network needs. TPx services. This equates to more than 650 educational institutions that trust TPx for their IT infrastructure. The percentage of our sales currently that are in the government sector is approximately 6%. We provide fully managed IT services for schools and educational institutions which helps to improve operations, communications, and security.

1.3.6. Geographic Reach. Describe your company's <u>current</u> service area in the United States and which areas you intend to offer services under a resulting contract if awarded.

TPx helps businesses solve their IT challenges. In the late 90s, TPx was founded in California as TelePacific Communications, a competitive local exchange carrier (CLEC). Quickly, the organization shifted beyond telecommunications to supply other IT services based on customer demand. As the customer base and product offering grew, TPx expanded its geographic

		footprint beyond California. For the last 25 plus years, the team grew exponentially nationwide through a series of technology partnerships, channel relationships and corporate acquisitions. Each month more than 1,000+ employees are solely dedicated to delivering services aligned to the new realities of remote work and the requirements of more than 11,000 customers in more than 42,000 unique locations. With our Geo-Redundant Security Operations Center and Network Operation Center providing 24/7/365 oversight for our customers' security & network needs.
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
license	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? Provide copies of any of the certificates or included in your response in Proposal and Licenses.	TPx recognizes that Equalis's members primarily consist of government entities, educational institutions, non-profits, and tribal nations. We are equipped to modernize the IT infrastructure of Equalis's members with cost-effective solutions tailored for the public sector, driving optimization throughout the organization. With TPx, Equalis can rest assured that its members' IT needs are managed by experts who hold over 120 distinct IT certifications. TPx holds the following certifications, please note not all certifications are listed due to the number of certifications: Agile Certified Practitioner (PMI-ACP) AWS AWS Adv Network Specialist – AWS Security+ - CompTIA Linux+ - CompTIA LPIC (linux) - LPI Certified Linux Admin - Novell AWS Certified Solutions Architect (2) AWS Technical Professional (2) AWS Cloud Practitioner Essentials (2) AWS Business Professional (1) Cisco CCIE - Routing & Switching (2) CCNP - Routing & Switching (10) CCNP - Service Provider (6) CCNP - Enterprise Advanced Infrastructure Implementation (1) CCNP - Security (1) CCNA (8) Fortinet NSE1,2,3 (2) Fortinet NSE 4 Fortinet NSE 5 Vmware

		Vmware Certified Professional Data Center Virtualization (1 PMP (8) HIPAA - Health Insurance Portability and Accountability Act: TPx complies with all applicable HIPAA regulations, including those related to auditing. ADTRAN Technical Solutions Associate Networking CEH (Certified Ethical Hacker) OSCP (Offensive Security Certified Professional) – testing/attainment scheduled for June 2022. Professional Designation in Database Management System American Software Testing Qualifications Board ASTQB
		Certified Tester Foundation Level CTFL Sun Certified Java Programmer for Java 5
		Sun Certified Web Component Developer
	ublic Sector Experience	
1.4.1.	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	Sourcewell TIPS Region 18 ESC
1.4.2.	Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?	i.~\$48,400,000.00 ii. ~14%
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)?	i.~\$61,100,000.00 ii.~15%
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:	Massachusetts Secretary of the Commonwealth a. Thomas Crane, IT Director - thomas.crane@sec.state.ma.us b. Managed Connectivity c. undisclosed d. 737 processed for MA ranging from small to large orders for various dates over the last three years. City of Napa
	 a. Customer contact person and their title, telephone number, and email address; 	a. Garrett Brown, Systems Administrator, Gbrown@cityofnapa.org, 707-257-9219 b. MSx WAN and Managed Connectivity with High-Speed Internet Access

- **b.** A brief description of the products and services provided by your company;
- **c.** Customer relationship starting and ending dates; and,
- d. Notes or other pertinent information relating to the customer and/or the products and services your company provided.
- c. undisclosed
- d. 140 orders have been processed for the City ranging from small to large orders over various dates in the past three years.

Massachusetts District Attorneys Association

- a. Diane Perrier, diane.e.perrier@mass.gov, 617-723-0642
- b. MSX WAN and Managed Connectivity
- c. undisclosed
- d. 401 orders have been processed for MA DA over the past three years.

City Corpus Christi

- a. Peter Collins, Dir of IT, peterc@cctexas.com, 361-826-2489
- b. MSX WAN, UCx Smartvoice with High-Speed Internet Access and Virtual Fax
- c. undisclosed
- d. 168 order have been processed for the City of Corpus Christi over the past three years.

City of Hopewell

- a. John Altman, mjaltman@hopewellva.gov, 804-541-2225
- b. MSX Networks with Managed Connectivity
- c. undisclosed

technical support.

d. 135 orders have been processed from various businesses ranging from small to large corporate size entities over the past three years.

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.

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 **Attachment**

TPx can accommodate CCOG (Equalis) members with their preference in self-managing security service or allowing TPx to fully manage security services. We will breakdown the difference between co-managed and fully manage based on product sector. Managed Service Wide Area Network: The *Core* Service level is designed for members that are skilled, capable, and want to administer and manage changes to their SD-WAN network themselves. TPx is there to implement the solution, provide basic

The *Optimum* Service Level includes all Core services (TPx will provide an attachment chart to show which features are included in which service level) and is for members who want to leverage TPx's experienced and certified team of experts to administer and manage their SD-WAN network.

Managed Service Firewall: The *Core* Service Level is designed for members skilled and capable of administering and managing changes to their firewall & network themselves. TPx is there to provide expert implementation. The *Optimum* Service Level includes all Core services (TPx will provide an attachment chart to show which features are included in which service level) and

<u>**B** – Cost Proposal</u> will be utilized to define the overall products and services available under a resulting contract.

is for members who want to leverage TPx's experienced and certified team of experts to administer and manage their firewall & network. The *Secure* Service Level includes everything that OPTIMUM does and adds several high-value security services to significantly reduce member's risk and impact of cyberattack.

Managed Service Networks: The *Core* Service level is designed for members skilled and capable of administering and managing changes to their network independently. TPx is there to provide expert implementation. The *Optimum* Service Level includes all Core services (TPx will provide an attachment chart to show which features are included in which service level) and is for members who want to leverage TPx's experienced and certified team of experts to administer and manage their network.

Managed Service Backups: The *Core* service is designed for organizations that have a capable IT staff and want to manage/administer their own backup jobs. TPx onboards the solution providing the initial setup and configuration of backup jobs and cloud replication and provides system maintenance and technical support to ensure the technology is functioning optimally. This includes coordinating hardware replacement for a failed device if needed. The member is responsible for managing backup jobs and restoring activity. The *Optimum* service is designed for organizations that want a turn-key managed solution. All CORE features are included and in addition, TPx manages and administers the member's backup jobs. This includes 24/7 monitoring, responding to backup alerts, restarting failed backup jobs, helping restore files/folders or complete systems, initiating local or cloud virtualization and more.

Managed Service Endpoints: The *CORE* service Level delivers the basic security service that all organizations need. TPx provides Next-Generation Antivirus Software (NGAV), as well as patching for windows and select third-party applications so the member's team can focus on other issues and the member is assured that patching is performed consistently and effectively. We also provide our leading RMM platform and make it available for member use to access system status information and take secure remote control of supported systems. On demand RMM reports can be provided via service request. The **OPTIMUM** service level includes everything that CORE does and adds remote monitoring, management, troubleshooting and repair by TPx's experienced support team. All service is delivered by TPx's U.S.-based support personnel and, should a problem arise, our MSx support team is immediately aware and begins working to address the issue. With MSx Endpoints OPTIMUM service, end-users can contact MSx support personnel directly 24x7 to request service. The **SECURE** service level includes everything that OPTIMUM does and adds several high-value security services to significantly reduce member's risk and impact of cyberattack. Managed Detection and Response (MDR) provides automatic threat hunting and mitigation with protection that goes well beyond

what NGAV can do. DNS Protection delivers advanced security for systems against Internet-based attacks and enhances BYOD and Guest Wi-Fi protection. And finally – Security Awareness Training (SAT) helps ensure that users understand their role and strengthen their ability to keep their organizations safe.

The SECURE ENDPOINT BUNDLE is designed for companies that continue to provide their own system patching and administrative support but want to leverage TPx for the additional high-value security services we offer. This bundle includes NGAV, MDR, SAT and DNS protection.

Managed Service Microsoft 365: The *Core* Service level is designed for members who are skilled and capable to administer and manage changes to their Microsoft 365 environment themselves. TPx is there to provide and manage the licenses and deliver technical support. The *Optimum* Service Level includes all Core services and is for members who want to leverage TPx's experienced and certified team of experts to administer and manage their Microsoft 365 environment.

Security Advisory Services: TPx offer comprehensive security consulting services that can help improve your security posture and protect your business. All of our offerings are based on best practices derived from information security standards (CISSP Domains, NIST, ISO 27000 series, etc.) and our extensive experience deploying, architecting, operating and securing environments nationwide.

UCx with Webex: TPx's unified communications and collaboration solution that enables your employees to connect effectively from anywhere. Boost your productivity with a UCaaS platform designed for the way you work. UCx with Webex transforms the way employees work with a single, simple to use unified communications and collaboration app for calling, messaging and meeting with anyone, anywhere on any device. And we make sure meetings and conversations are always secure with enterprise-grade security.

UCx with Microsoft Teams: Our UCx with Microsoft Teams solution overcomes the limitations of Microsoft's own calling plans, providing a unified and reliable approach to business calling — without the complexity. Microsoft Teams is an allencompassing tool for collaboration and sharing that allows employees to easily and effectively work together with the added ability of built-in chat, presence, screen sharing, file sharing, web conferencing, and more. Businesses can elevate the Microsoft Teams experience even more with enterprise-grade telephony that allows users to retain their Microsoft Teams interface but make calls over the TPx UCx network.

2.1.2. Data Protection. What security certifications does your company currently hold that establish your processes for protecting user Data?

TPx Communications leverage FIPS 140-2 certified product to protect customer data.

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

TPx Communications follow NIST CSF and NIST SP 800-175 and encrypt data at rest or in transit. In addition, we encrypt all backup data.

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.

TPx can accommodate CCOG Equalis members with their preference in self-managing security service or allowing TPx to fully manage security services. We will breakdown the difference between co-managed and fully manage based on product sector. TPx is more than a Managed Service Provider, we have deep roots in the carrier space. Our VM Ware Managed SDWAN offering is deliver via our Private Cloud / Gateway network which integrates with our IP Core. As a result, we can offer Inbound IP Failover, it is unique and only available to those who operates an IP Network. NIST Cybersecurity Framework is a set of guidelines for mitigating organizational cybersecurity risks, published by the US National Institute of Standards and Technology based on existing standards, guidelines, and practices. The 5 areas of the NIST Cybersecurity Framework (Identify, Protect, Detect, Respond and Recover) are leveraged to deliver various TPx solutions where applicable. For example, Our Endpoint Managed Detection and Response solutions that include Next Generation AntiVirus (NGAV) and Endpoint Detection and Response (EDR) software support our customers ability to identify, protect, and respond to security incidents. TPx's Incident Response services, and Backup & Disaster Recovery solutions enable better "Respond and Recover "capabilities for our customers. To continue with our goal of simplification, our Security Advisory Services can help define the security gaps, create a plan to remediate and help your End User meet those ongoing compliance requirements.

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.

Not Applicable

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.

TPx ensures that all its products and services adhere to applicable industry standards to deliver reliable, secure, and high-quality solutions. Our Managed IT Services align with ITIL best practices, while our cybersecurity offerings follow the NIST Cybersecurity Framework and support compliance with standards like PCI DSS, HIPAA, and GDPR. TPx's UCaaS solutions meet SIP standards for seamless communication, and our

connectivity services comply with IEEE protocols for secure and scalable networks. Additionally, our cloud services adhere to ISO/IEC 27001 for robust data security. This commitment to industry standards ensures TPx consistently meets and exceeds customer expectations.

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.

Maintenance of Equipment: TPx will provide maintenance and support for Equipment purchased from TPx, including software updates and patches, for as long as Customer maintains its associated Service with TPx.

TPx Guaranteed Replacement Warranty: For as long as a customer maintains the TPx Services associated with a device, their account remains in good standing, TPx has reasonable access to replacement equipment, and the customer returns the failed equipment in accordance with the terms stated within the manufacturer warranty; TPx will replace the item with a new or reconditioned device of equal or comparable value.

TPx's Guaranteed Replacement Warranty applies to all hardware purchased or rented from TPx, including devices the customer was previously renting and later chose to buyout.

Exclusions: Headsets will have a 3-year warranty. Accessories, such as power supplies, wall mount kits, and other adapters are not covered under any warranty from TPx.

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.

TPx operates a single, highly efficient distribution center designed to meet the needs of our customers effectively. This centralized approach allows us to streamline logistics, maintain consistent inventory management, and ensure timely delivery of products and services. By leveraging this focused distribution model, TPx minimizes complexity, reduces costs, and provides reliable service to our clients across all regions. This efficiency ensures that we can consistently meet customer demands while maintaining high standards of quality and performance.

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,

TPx objective is to maintain a high level of customer satisfaction. The customer service program that TPx has in place is detailed below:

Dedicated Account Manager - Your dedicated Account Manager will continue to stay in touch with you on a regular basis to ensure you remain completely satisfied with your service. This

number of customer service representatives. Clarify if the service centers are owned by your company of if they are a network of subcontractors.

will enable us to work together to review your ongoing needs and plan for any changes as your business grows. Your dedicated Account Manager will provide their customer base with a direct telephone number and email address in order to reach them 24-48 hours response time.

Customer Care - Customer Care provides billing support to our billed customer base in terms of account billing inquiries, payments, account maintenance and bill fixes.

The online ACD team is dedicated to answering all inbound ACD Billing queues within 30 seconds and resolve customer billing tickets in 4hours or less.

Our Customer Care Department is committed to the quality & metrics that we measure ourselves against as listed below: 94% of calls into Customer Care Billing Support were answered within 30 seconds.

92% of calls into Customer Care are resolved on the first call. <1% of the account base have an active billing ticket. 94% of customers tell us they are satisfied with our service.

PSM/SM Team – The Partner Success Team and Service Manager Team are dedicated to ensuring customer satisfaction. When they are pulled into a request, the standard turnaround time to make contact with the members would be one to two business days.

Service Delivery – Our Service Delivery Team are intricate parts to our support teams. They are the quarterbacks on the field in a football game. They are the centralized team that takes in information from all departments as well as the CCOG Equalis members and communicates any issues or concerns to the appropriate department. They handle small to large projects daily. The standard turnaround time for our Service Delivery Team is 48 hours if not sooner.

MACD Team- If you need to make modifications, add your service, move your service from one location to another or disconnect your service, you can reach out to our MACD Team if your Account Manager is not available to submit your request. You will be able to reach our team online, by phone or through online chat.

Issues with your current service & questions about how to use your services:

Online: Create a new case by clicking on the following link: https://www.tpx.com/support/open-case/

Or Request an update by clicking on this link: https://www.tpx.com/support/track-case/

Phone: 877-487-8722

Chat: Click on this link: https://www.tpx.com/contact-us/contact-support/#

All our service centers are owned and operated by us, TPx and widely spread across the United States and Canada.

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

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

TPx typically uses a "first-in-first-out" process to complete your order. The sooner the proper paperwork is completed, the sooner the potential for completion. The average implementation will typically fall between 30-60 days. This clock typically starts when you, the customer, provide all requested information to configure your order. Within 5 days of your order approval, you'll be contacted by your TPx Project Manager. The Project Manager will be your single point of contact to communicate with you and various TPx teams. Their role is to keep all parts of the service implementation project organized, communicated, and running according to plan.

You can view and pay your bill online as well as get detailed billing record by logging into OneCentral

https://onecentralportal.tpx.com/OneCentralPortal/. For billing, invoice or payment inquiries, send an email to our team: CustomerCare@tpx.com. TPx bills your service charges one month in advance. Your first bill will be larger than a normal bill as it includes service charges from the first day you start service with TPx through the end of the following month. The prorated charges begin on the day you started service with TPx and the charge is listed separate on the invoice. If your installation is complete, your future invoices from TPx will NOT include prorated charges and will reflect a normal one-month service charge except in the case where new services have been added.

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.

TPx is a leading Managed Service Provider that makes it easy to do business with. Our cost structure is formed by providing service and equipment, when applicable, on a per device/service pricing model. The monthly recurring charges consist of license fee and any included features whereas the non-recurring charges consist of any one-time charges such as installation, new equipment/hardware etc.. The pricing model is captured in our CPQ. All products have a unique SKU, effective date range and price and are categorized by product Category and Family. Pricing models are audited by SKU.

4.1.2. Auditable. Describe how the proposed pricing model is able to be audited by

TPx's pricing model is fully transparent and auditable, ensuring compliance with the terms of the Master Agreement. All pricing

	public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.	is clearly documented, with detailed invoicing that itemizes charges and aligns with the negotiated rates. TPx maintains comprehensive records of transactions and agreements, which are available for audits upon request, and can provide compliance reports comparing billed rates to the Master Agreement pricing. These measures guarantee accuracy, transparency, and accountability, giving public sector agencies and CCOG confidence in their procurement processes
4.1.3.	Cost Proposal Value. Which of the following statements best describes the pricing offered included in Respondent's cost proposal.	The prices offered in your Cost Proposal are: ⊠ lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments. □ equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments. □ higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments. □ not applicable. Please explain below.
		The pricing offered in this proposal is commensurate with the market price and incentives offered to other cooperative purchasing organizations.
4.1.4.	Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.	No formal economy of scale offers are made at this time. However, large opportunities will be evaluated on a case by case basis that allows TPx to leverage vendor models when possible.
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.	At the time of submitting this proposal, TPx does not have an additional cost associated with shipping to any Equalis members/entities that are in the United States of America. Expedited shipping is available at an additional cost. However, any expedite is not included and will be charged at the market rate for the package.
4.1.6.	Pricing Open Market or Sourced Goods. If relevant, propose a method for the pricing of Open Market Items or Sourced Goods.	N/A
please	For a definition of Open Market Items, refer to <u>Part One, Section 5.4 – Other</u> <u>Scenarios</u> .	
4.1.7.	Total Cost of Acquisition. Identify any components from the total cost of acquisition that are <u>NOT</u> 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	All services offered by TPx are accounted for in the proposal with the exception of expedite charges or ah-hoc services, as those are defined by the SOW and will be quoted on a case-by-case basis.

initially considered in the Cost Proposal. Identify any parties that impose such costs and their relationship to the Respondent.

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

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

Paola Orso-Moseley is the owner of the GPO/Association/Co-Operatives Portfolio and will be Equalis Primary Point of 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.

As a National provider with over 1,000 employees – TPx is well position to support the Equalils member base. Our sales channels includes: Direct Sales, Strategic & Enterprise Sales, Cyber Security Sales and SMB (Small/Med size business) & Inside Sales. TPx brings together more than 1,000 individuals who hold more than 120 certifications in varying

specialties. To further our reach, TPx also manages a National Channel Sales network that partners with many of the nation's top master agents. Bolstered by strategic partnerships with industry-leading vendors, we deliver best-in-class solutions and top-tier support from certified service teams backed by a deep bench of expert

engineers. TPx takes a consultation approach to our business and will provide a Free Network Evaluation to each of your member, our knowledgeable team of experts help your members find the right solutions and services to simplify operations, optimize networks, improve productivity, reduce costs, and keep businesses secure. TPx employees act as an extension of your members' companies' teams so they can focus on growing their business.

5.2. Contract Implementation Strategy & Expectations

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

TPx is committed to tracking performance and account growth with our Equalis agreement. Some of the measures TPx believe are good indicators of a successful partnership are:

*Identifying which entity sector we sold to & which state that entity is in – for example Federal, State, Local, Education or Non-Profits in CA, FL, MN, TX etc..

*Identify the service that was sold for example Endpoints, Firewall, MSx WAN, Networking etc..

*New Revenue/Net New Revenue - Identify if this is a new entity we have sold to or an existing entity. If it were an existing entity, what are we renewing as far as product and identify any net new revenue.

*Cost Efficiency – for existing members, we will estimate the gross margins by subtracting the cost of services sold from the total revenue on products and services.

*Quality – TPx will encourage Equalis members to provide feedback, which allows us to determine if adjustments are needed for future success or refine things within our services. We're confident with the quality of our services and product structure, as quality is one of our top priorities.

* Contract Tracking – We keep an internal record of contracts on services and products provided to our customers. This system allows us to keep track of our loyal customers, which is evident from repeated purchases and contract renewals.

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.

TPx envisions leveraging a resulting Equalis Company Vision: contract to become the go-to provider of managed services for public sector organizations nationwide. By delivering IT, unified communications, and cybersecurity solutions, we aim to enhance operational efficiency and support the mission-critical objectives of Equalis members in government, education, and healthcare sector. Five-Year Sales Strategy: 1. Geographic and Vertical Market Focus: Year 1-2: Focus on key Equalis membership-heavy regions to rapidly build market penetration. Primary verticals will include K-12 education, municipalities, and public healthcare agencies. Year 3-4: Expand into secondary regions with Equalis membership and underserved markets, including smaller cities and counties. Target transportation, utilities, and justice organizations as additional verticals. **Year 5**: Achieve nationwide presence, ensuring all Equalis members have access to TPx services, with a strong emphasis on integration across diverse public-sector verticals. 2. New Business **Acquisition and Client Retention:** Acquisition Strategy: TPx will employ an account-based marketing (ABM) approach, leveraging Equalis member data to identify high-potential organizations. Outreach campaigns will highlight the simplified procurement process and showcase tailored solutions for Equalis members. Dedicated public sector sales teams will conduct targeted prospecting and host informational sessions. Retention Strategy: We will provide exceptional account management, including quarterly reviews, service optimization recommendations, and access to TPx educational content including case studies and testimonials. Our commitment to personalized customer service and continuous improvement will ensure long-term client retention. 3. Contract Deployment with Sales Team: Training and Enablement: Within the first quarter of the contract, we will conduct training for all sales representatives, focusing on Equalis member benefits, TPx offerings, and public-sector procurement processes. Dedicated Resources: Assign a specialized Equalisfocused sales team to maximize engagement and results. Crossfunctional Collaboration: Integrate support from marketing, customer success, and product teams to ensure alignment and consistent messaging across all Equalis member interactions. 4. Marketing the Contract: Website Deployment: A dedicated landing page on TPx's website will promote the Equalis partnership, detailing the contract's benefits, eligibility, and procurement advantages. Digital Campaigns: Use email marketing, social media, and online advertising to raise awareness among Equalis members about TPx's managed services. Co-Branded Events: Collaborate with Equalis on webinars, conferences, and local outreach events to engage members directly. Case Studies and Testimonials: Share success stories from Equalis members to build trust and credibility in TPx solutions. **5. Implementation Timeline**: **Q1, Year 1**: Launch internal training and develop marketing materials, including website updates and collateral. Q2, Year 1: Begin targeted outreach campaigns and initial member engagement in key regions. Year 2-3: Scale outreach to additional verticals and regions, hosting co-branded events and webinars to deepen engagement. Year 4-5: Expand into smaller markets and secondary verticals, driving national adoption of the Equalis contract.

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

1.Year 1: Anticipated capture rate of 1-3% of member base - Initial year is typically slow as we as the vendor partner establish our presence and build awareness. **2.Year 2**: Anticipated capture rate of 5-10% - enhanced credibility and word of mouth from year 1 adopters. **3. Year 3**: Anticipated capture rate of 10-15% Expansion of relationship with strong TPx/Equalis marketing ties. **4. Year 4**: Anticipated 15-20% Additional offers with incentives are anticipated to be put in place with an emphasis to increase value, visibility and partnership across the Equalis membership community. **5. Year 5**: Anticipating 20-30% capture rate - Partnership enhancements, testimonials, and strong alignment with Equalis to maximize the partnership across both Equalis and membership.

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 **Attachment A – Model Administration Agreement**.

Yes, TPx can meet this requirement.

Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.

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.

TPx Communications takes contract compliance seriously. Because of this, TPx Sales Team will identify any and all opportunities we have from Equalis members by assigning a Vendor Code (VR Code). Once the VR code has been tagged to the opportunity, our Sales Support team creates a quote into Sales Force and ensure all correct components are entered, then our special team called the Non-Standard Request Team will ensure the proper discounts are added to each Equalis members quote for review.

Upon discounts being added, the Equalis member will be able to see the breakdown in cost on their Service Agreement which will be provided for signature. Once the Service Agreement has been signed, the documents are loaded into our Salesforce files for storing and review by our Quality Assurance Team. Quality Assurance will check to make sure all documents have been signed, dated and monthly recurring as well as non-recurring

charges all match what was built in the system. The order is then pushed to our Service Delivery team who will work with the Equalis member through the installation and implementation stage. Once the order is complete, our Manager of Sales Commissions, will be able to pull a report monthly by the VR code assigned for all Equalis deals. The Manager of Sales Commissions will track the deals from completion and once invoiced and reconciled, TPx will ensure the admin fee is paid on time.

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 **Section 6.2 - Evaluation and Scoring of Proposals**.

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.	Respondent certifies that this firm is an MWBE: Yes No List certifying agency: Click or tap here to enter text.
b.	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise ("DBE") Respondent certifies that this firm is a SBE or DBE: Yes No List certifying agency: Click or tap here to enter text.
c.	Disabled Veterans Business Enterprise (DVBE) Respondent certifies that this firm is an DVBE: ☐ Yes ☐ No List certifying agency: Click or tap here to enter text.
d.	Historically Underutilized Businesses (HUB) Respondent certifies that this firm is an HUB: ☐ Yes ☐ No List certifying agency: Click or tap here to enter text.
e.	Historically Underutilized Business Zone Enterprise (HUBZone) Respondent certifies that this firm is an HUBZone: Yes No List certifying agency: Click or tap here to enter text.
f.	Other Respondent certifies that this firm is a recognized diversity certificate holder: ☐Yes ☒No List certifying agency: Click or tap here to enter text.

PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing 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.

TPx security posture assessment combines security scans, ethical hacking, and risk to our customers. TPx also evaluates our current security controls and verifies if they are effective or if adjustments are needed. TPx and our partners hold various Certifications such as including CompTIA, Certified ethical hacker, Offensive Security Certified Professional just to name a few. We undergo an auditing process and testing which identifies any weaknesses. TPx also participates in yearly audits for SOC2, HIPAA and PCI.

These reports can be made available to any of our customers who signs a Non-Disclosure Agreement.

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 c	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. Neither TPx's products, services, nor performance have faced any claims for breach of contract.

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. TPx Communications has not faced any negative regulatory or administrative actions (federal, state, or local) concerning our performance of services which are included in this RFP.

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	e Supplier authorize dealers, distributors, resellers access to Master Agreement?
	Yes
\boxtimes	No
•	now will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated me 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, Tasha Wilson, hereby certify and affirm that_TPx Communications, 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, Tasha Wilson, hereby certify and affirm that TPx Communications, 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, Tasha Wilson, hereby certify and affirm that TPx Communications, 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, Tasha Wilson, hereby certify and affirm that TPx Communications 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, Tasha Wilson, hereby affirm that this proposal accurately represents the capabilities and qualifications of TPx Communications, 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: Taslia Wilson

Signed by:

Printed Name: Tasha Wilson

U.S. TelePacific Corp DBA TPx

Company Name: Communications

303 Colorado Street, Suite 2075, Austin, TX

Mailing Address: 78701

Email Address: formrequest@tpx.com

Manager of RFP & Direct/Base Sales

Job Title: Support

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.

Respondents Name: Tasha Wilson

Mailing Address: 303 Colorado Street, Suite 2075, Austin, TX

78701

Signature

Title of Signatory: Manager of RFP & Direct/Base Sales Support

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: Taska Wilson

Date: Click or tap here to enter text.

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:

Chek 67 930 here to enter text.

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? Yes, TPx agrees. TW

(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 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 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? ? Yes, TPx agrees. TW

(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.

Does Respondent agree? ? Yes, TPx agrees. TW
(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? ? Yes, TPx agrees. TW

(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? ? Yes, TPx agrees. TW
(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? ? Yes, TPx agrees. TW
(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? ? Yes, TPx agrees. TW

(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? ? Yes, TPx agrees. TW

(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? ? Yes, TPx agrees. TW
(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? ? Yes, TPx agrees. TW
(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? ? Yes, TPx agrees. TW
(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? ? Yes, TPx agrees. TW
(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? ? Yes, TPx agrees. TW
(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? ? Yes, TPx agrees. TW
(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? ? Yes, TPx agrees. TW
(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?? ? Yes, TPx agrees. TW

(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:

Job Title:

Signed by: asha Wilson

Tasha Wilson Printed Name:

U.S. TelePacific Corp DBA TPx Communications Company Name: 303 Colorado Street, Suite 2075, Austin, TX 78701 Mailing Address: Manager of RFP & Direct/Base Sales Support

(The rest of this page is intentionally left blank)

PROPOSAL FORM 15: FEMA FUNDING REQUIREMENTS CERTIFICATION FORMS

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

In the event of a contract award, does the Respondent intend to make their products and services		Yes
available to public agencies utilizing FEMA funds or seeking reimbursement from FEMA?	\boxtimes	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? Yes, TPx agrees. TW
(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? Yes, TPx agrees. TW

(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? Yes, TPx agrees. TW
(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? ? Yes, TPx agrees. TW

(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? ? Yes, TPx agrees. TW
(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? ? Yes, TPx agrees. TW
(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? ? Yes, TPx agrees. TW
(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? ? Yes, TPx agrees. TW
(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? Yes, TPx agrees. TW
(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:

Signed by:

Tasha Wilson

BD69F33AF0FC4D0...

Printed Name: <u>Tasha Wilson</u>

Company Name: U.S. TelePacific Corp DBA TPx Communications

Mailing Address: 303 Colorado Street, Suite 2075, Austin, TX 78701

Job Title: Manager of RFP & Direct/Base Sales Support

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	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? ? Yes, TPx agrees. TW
(Initials of Authorized Representative)

Date: £1641/2024 here to enter text.

(The rest of this page is intentionally left blank)

PROPOSAL FORM 17: NEW JERSEY REQUIREMENTS

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

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: U.S. TelePacific Corp DBA TPx Communications

Street: 303 Colorado Street, Suite 2075

City, State, Zip Code: Austin, TX 78701

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, Tasha Wilson, an authorized representative of TPx Communications, 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

Frank Baker	825 Third Avenue, Suite 2850, New York, NY 10022	Ultimate Beneficial Owner
Peter Berger	825 Third Avenue, Suite 2850, New York, NY 10022	Ultimate Beneficial Owner
Jeffrey Hendren	825 Third Avenue, Suite 2850, New York, NY 10022	Ultimate Beneficial Owner

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

-Signed by:

Signature: Tasha Wilson

Date: 12/12/2024 here to enter text.

(The rest of this page is intentionally left blank)

B. Non-Collusion Affidavit

Respondent Name:

Jeffrey Neal

Street Address:

3300 N. Cimarron Rd.

City, State Zip:

Las Vegas, Nevada 89129

State of Nevada

County of Clark

I, Jeffrey Neal of the City of Las Vegas in the County of Clark, State of Nevada of full age, being duly sworn according to law on my oath depose and say that:

I am the Senior Manager, Customer Financial Services of U.S. TelePacific Corp. dba TPx Communications 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 statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

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

Authorized signature:

Job Title:

Senior Manager, Customer Financial Services

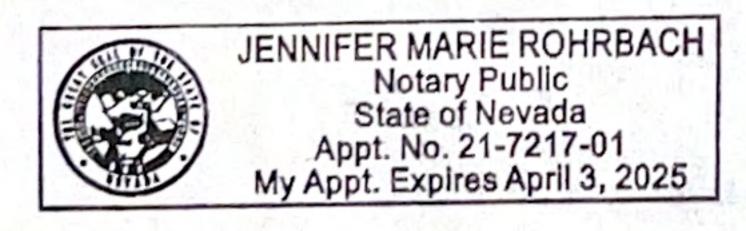
Subscribed and sworn before me

Notary Public of Nevada

My commission expires april 3, 20 25

this 12 day of December, 20 24

SEAL



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

Company Name: Click or tap here to enter text.

Street Address: Click or tap here to enter text.

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

Bid Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

- 1. A photo copy of their <u>Federal Letter of Affirmative Action Plan Approval</u>
- 2. A photo copy of their <u>Certificate of Employee Information Report</u>
 OR
- 3. A complete Affirmative Action Employee Information Report (AA302)

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

 \square 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

 \square 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: Click or tap here to enter text.

Date: Click or tap here to enter text.

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

Tasha Wilson

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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 information (P.L. 2005, 271, s.2). Additional 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 <u>N.J.S.A.</u> 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (<u>N.J.S.A.</u> 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 <u>N.J.S.A.</u> 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

			1			
Vendor Name:		Insert vendor r				
Address:	Ins	ert street address	here.			
City:	Insert C	City Here.	State:State.		Z ip:Zip Code	
_	_		, hereby certifies the presented by the Inst		n provided herein represents of anying this form.	complia
		Inse	rt Full Name		Insert Title.	
Signature of Ve	endor	Print	ed Name		Title	
•	irement: I	Pursuant to <u>N.J.S.A</u> cle) over the 12 mo			nclude all reportable political ttees of the government entiti	
•		 ure is provided in el	ostronic form			
Contributor Na			pient Name	Date	Dollar Amount	
Contributor Na	anie	Reci	pient Name	Date		
_					\$	

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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
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List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 19:44A-20.26 **County Name:** State: Governor, and Legislative Leadership Committees Legislative District #s: State Senator and two members of the General Assembly per district. County: Freeholders County Clerk Sheriff {County Executive} Surrogate Municipalities (Mayor and members of governing body, regardless of title): USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM. Stockholder Disclosure Certification Name of Business: 🗵 I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. OR ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned. Check the box that represents the type of business organization: Partnership □ Corporation ☐ Sole Proprietorship ☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership ☐ Subchapter S Corporation Sign and notarize the form below, and, if necessary, complete the stockholder list below. Stockholders: Name: Stockholder Name Name: Stockholder Name Fred Baker Peter Berger Home Address: Home Address: Home Address **Home Address** undisclosed undisclosed

Name: Stockholder Name

Name: Stockholder Name

Jeffrey Hendren

Home Address: Home Address undisclosed	Home Address Home Address
Name: Stockholder Name	Name: Stockholder Name
Home Address	Home Address Home Address
Subscribed and sworn before me this day of, 2	(Affiant)
(Notary Public)	(Print name & title of affiant)
My Commission expires:	(Corporate Seal)

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your exceptions/deviations below:

PROPOSAL FORM 18: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Maste Agreement:					
□ under	We take no exceptions/deviations to the general terms and conditions. (Note : If none are listed below, it is stood that no exceptions/deviations are taken.)				
	We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must				
be cle	arly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations				
to. Cle	early state if you are adding additions terms and conditions to the general terms and conditions. Provide details on				

The provisions around termination for convenience and the requirement to pass through certain terms to our subcontractors are problematic for TPx services. Therefore, TPx takes exception to those aspects, particularly are right to recover any unavoidable third-party costs that may be incurred by TPx should CCOG terminate for convenience. TPx will negotiate in good faith these provisions and Terms and Conditions should we be awarded the bid.

(**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</u>

<u>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.

	Respondent agrees to all terms and conditions in Attachment A - Sample Administration Agreement.
\boxtimes	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.

Company Name

PROPOSAL FORM 20: MASTER AGREEMENT SIGNATURE FORM

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.

U.S. TelePacific Corp DBA TPx Communications

303 Colorado Street, Suite 2075				
Austin, TX 78701				
858-200-2728				
formrequest@tpx.com				
Tasha Wilson				
Manager of RFP & Direct/Base S	ales Suppor	t		
Signed by: Taslia Wilson BD69F33AF0FC4D0				
er Agreement				
March 1, 2025				
e:February 28, 2029				
(Note : Contract Number will b	e applied p	rior to CCOG and Equalis Group countersigning.)		
Lof Governments Inc.	Faualis (Group, LLC.		
•		anite Parkway, Suite 200		
	Plano, Texas 75024			
	By:			
orlett	Name:	Eric Merkle		
President	As:	EVP, Procurement & Operations		
	Date:			
	Austin, TX 78701 858-200-2728 formrequest@tpx.com Tasha Wilson Manager of RFP & Direct/Base S Signed by: Tasha Wilson BD69F33AF0FC4D0 Ser Agreement March 1, 2025 E: February 28, 2029	Austin, TX 78701 858-200-2728 formrequest@tpx.com Tasha Wilson Manager of RFP & Direct/Base Sales Support Signed by: ASLA Wilson BD89F33AF0FC4D0 Rer Agreement March 1, 2025 E: February 28, 2029 (Note: Contract Number will be applied points and points and points are as a second points and points are as a second point points are as a second point points are as a second points are as a second point point points are as a second point points are as a second point point points are as a second point point points are as a second point point point point points are as a second point p		



Domain Name System (DNS) Protection can greatly reduce the effectiveness of ransomware, phishing, botnet, and malware campaigns by blocking known-malicious domains¹. This important security solution can be used to protect all endpoints, including servers, workstations, and IoT devices. It blocks as much as 88% of Internet-based threats before they hit your network or endpoints².

Why should I implement DNS Protection?

Protect against Internet threats Defend against Internet-based threats by blocking and filtering traffic to/from malicious sites, sites infected with malware, or sites with questionable or dangerous content.

Enforce compliance and policy DNS protection offers increased visibility and control over Internet use, which helps you maintain compliance and enforce corporate Internet use policy.

Safeguard remote users Endpoint DNS Protection helps remote devices and users maintain strong security when outside the corporate network.

Why should I choose TPx?

Leading threat intelligence TPx DNS Protection service is powered by Webroot's world-class Threat Intelligence, which is trusted by over 90 network and security technology vendors worldwide to enhance their own solutions.

Flexible deployment options TPx DNS protection can be used to safeguard any device that accesses the Internet. Deploy TPx DNS protection on Windows devices to protect users while on your network or while traveling. Need to protect IoT devices, servers, or devices accessing your Wi-Fi network? Deploying TPx DNS at the network edge allows complete protection regardless of device type.

Fully managed TPx delivers a turn-key solution that leaves you free to run your business. Our team professionally onboards your service and our support team is available 24x7x365 to assist.

¹ Cybersecurity & Infrastructure Security Agency (CISA) ² Webroot

How It Works



Traffic Redirection Internet-based traffic to/from your endpoints is routed through a secure cloud infrastructure to create a highly secure, resilient, private, and manageable connection to the Internet.

Advanced Filtering Automated filtering blocks requests to undesirable, dangerous, or malicious internet domains. Support for DNS over HTTPS (DoH) is included to increase security through filtering encrypted Internet traffic.



Best-in-class Threat Intelligence Data correlation between domains, URLs, IPs, files, mobile apps, and more provides a comprehensive and continuously updated view of the Internet threat landscape — not just URLs and IPs.

What's Included?

Anytime, Anywhere Protection Individual device agents protect Windows systems and users from Internet threats while on your network or roaming.

Security for Any Device DNS Protection installed on your network gateway protects servers, IoT devices, wireless users, and other systems for comprehensive location-based security.

Customized Security Policies DNS protection policies can be customized using TPx recommended templates to address the different security needs of your users.

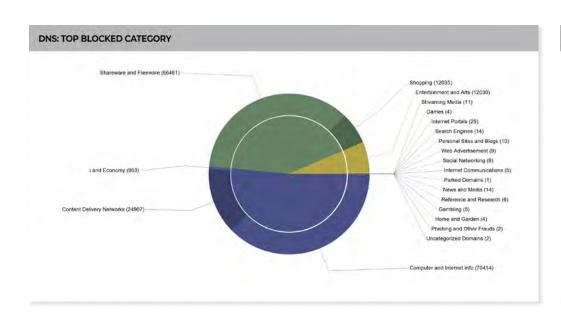
Monthly Reporting Customers automatically receive a comprehensive monthly report that provides visibility into your organization's Internet use and security.

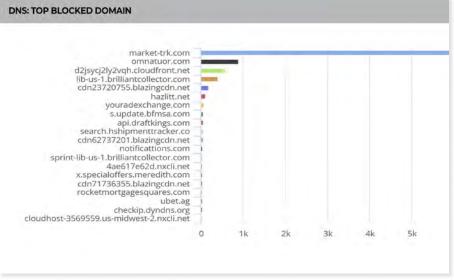
24/7/365 Helpdesk Support You can rely on our experienced resources to ensure that your DNS protection solution remains effective and meets your compliance and policy requirements.

TPx's Managed Detection and Response is powered by



Webroot BrightCloud® Internet Threat Intelligence





Managed DNS Protection is an integral part of TPx's security services portfolio for protecting endpoints and users from ransomware and other cyberattacks. Bundling multiple services can increase your overall value and improve your organization's security. Below is our current portfolio of Endpoint and User Security and Management services.







Service Features	Description	Endpoint Management	Security Security	User Security
Monitoring, Alerting, and Reporting	TPx provides automated monitoring and alerting and scheduled reports for device availability, health and performance, and inventory. Monitoring and alerting are per TPx's recommended practices. Alerts are received and actionable by either TPx or the customer, based on service level.			
System Patching	TPx provides managed, automated patching of operating systems and select third-party applications. Service includes operational and security patches remotely applied per TPx recommended practice. Patch status monitoring and reporting are also included.			
Remote System Support	TPx provides 24/7 troubleshooting and repair of covered devices. Service includes proactive support based on TPx recommended practice and responsive support for customer requests or identified alerts. Remote Systems support features may be included in the fixed monthly charge or billable based on the chosen service level.			
Lifecycle Management	TPx provides proactive reporting and communication of end-of-life status on covered servers. Service includes hardware warranty expiration as well as manufacturer end-of-support status for operating systems and select applications. Post-warranty hardware support packages are available at additional cost.			
Managed NGAV	TPx provides managed Next-Generation Antivirus support. Service includes the use and management of the NGAV software as well as monitoring, alerting, and reporting on NGAV status. Virus remediation is available as a billable service.			
Endpoint Managed Detection and Response	TPx provides MDR services to identify and prevent advanced security attacks. The service includes the use and management of leading EDR software, SaaS platform hosting, SOC threat hunting, alert response, and event mitigation with an industry-leading 15-minute response time.			
DNS Protection	TPx provides DNS Protection for covered devices to combat Internet-born threats and enforce Internet usage policy. Service includes the use and management of the DNS Agent software, configuration of security policies, and monitoring and reporting on browsing activity and security events.			
Security Awareness Training	TPx provides automated Security Awareness Training campaigns. Service includes campaign setup, ongoing phishing simulations, and monthly training courses delivered automatically to enrolled users. Scheduled reporting of campaign status and activity is also included.			
Inbox Detection and Response	TPx Inbox Detection and Response service allows users to easily report potential phishing emails. Reported emails are quarantined then scanned by software and SOC personnel to identify threats. Within just a few minutes, safe emails are returned to the users' inbox and all instances of malicious emails are automatically removed from all other users' mailboxes.			



Strong defense against cyber threats doesn't have to be difficult or pricey. MDR from TPx helps you discover, prevent, and recover from cyber threats faster.

Why should I use MDR?

Identify more threats Antivirus solutions miss an average of 60% of attacks. MDR significantly increases the number and type of attacks that are detected and stopped.

Reduce attack dwell time The average time to identify and contain a breach (its dwell time or "lifecycle") is 280 days, according to a 2020 study.² The lifecycle of a breach factors heavily into the overall cost. MDR reduces this time exponentially which limits the impact of any attacks.

Proactively mitigate attacks MDR uses a proactive approach to more quickly mitigate attacks so they can't spread across your network and cause additional damage.

Why should I choose TPx?

Leading technology Best-in-class detection and response technology delivers powerful visibility, detection, alerting, and mitigation of cyberattacks.

Advanced threat hunting Dedicated Security Operations Center staff work 24/7 to quickly identify advanced threats that evade existing security solutions and provides expert analysis on attack details and mitigation activity.

Fully Managed Having the right software is not enough. You also need the right team to deliver a turnkey solution that leaves you free to run your business.

Available TPx MDR Services

At TPx, we specialize in providing IT management and security services that provide customers with multiple opportunities to prevent and recover from cyberattacks like ransomware.

Firewall MDR Our cybersecurity experts manage and monitor your firewall, so that when threats are found, they immediately take action to help ensure your business is protected.

Endpoint MDR Protects individual servers and workstations against advanced threats anytime, anywhere.

¹ Ponemon Institute – State of Endpoint Security 2020

² 2020 Cost of Data Breach Report



Phishing continues to be the number one cause of data breaches.
In 2021, 53% of organizations reported a phishing-related breach¹. Email security filters, while generally effective, are not foolproof. Increasingly, organizations are augmenting these solutions with user-driven reporting of suspicious emails. But how do already overburdened Security teams keep up with monitoring and evaluating suspicious emails that are being reported? The answer is Inbox Detection and Response (IDR).

Why should I use IDR?

Efficiently report suspicious emails IDR gives users a faster, easier way to take the guesswork out of

questionable messages. Reporting suspicious emails is done with a single click right from their inbox.

Quickly validate reported emails Using advanced technology and human security experts, reported emails are validated and either returned or removed within minutes. This reinforces the users' security awareness, which better protects the organization.

Identify and remove all malicious emails Reported emails deemed malicious will be automatically and globally removed from the customer's domain, eliminating the opportunity for others to fall victim to the phishing attempt.

Why should I choose TPx?

Leading technology Best-in-class security technology

and automated machine learning engines are used to quickly and accurately identify and mitigate malicious emails.

Advanced security analysis Inconclusive messages are further analyzed by a team of security experts 24/7/365 to accurately make a final determination.

Exceptional user experience Reporting is done via a single click using a button in the Outlook Ribbon. Regardless of whether the email is malicious or not, a clear status is communicated to the user.

Comprehensive support TPx takes care of all technical support for the solution to ensure that it works as designed and your organization receives maximum value.

¹ Dark Reading, 2021 Strategic Security Survey

Employee notices suspicious email and clicks the GoSecure Titan IDR button to submit for review

verified or removed.

Email is automatically quarantined and routed through the Active Response Center.

Automated machine learning engines investigate the suspicious email.

Human security experts conduct a further review on inconclusive messages through a multi-faceted analysis.

What's included?

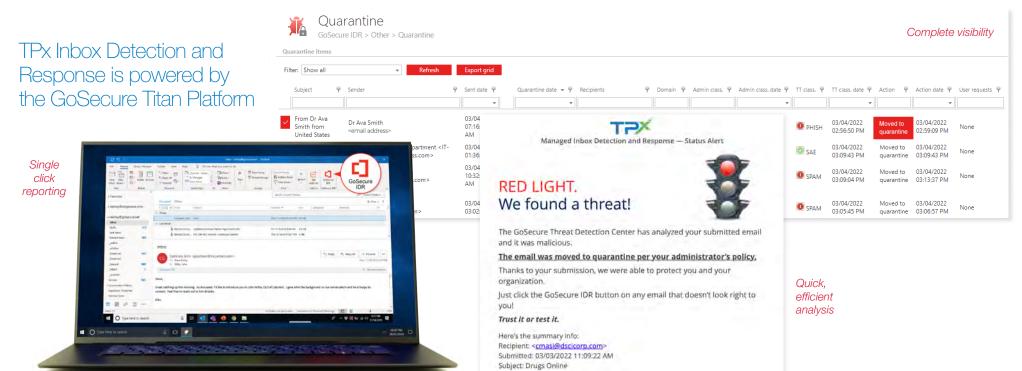
Onboarding Services TPx's professional onboarding process allows you to quickly achieve value for your investment. TPx configures the IDR platform, provides expert guidance to configure your Office 365 environment and manages the entire implementation project.

Technical Support TPx will manage the system to ensure that it is functioning as designed. This includes delivering platform support as well as guidance on troubleshooting Office 365 and the Outlook add-in. Our team is available 24/7/365 to assist and enhance the success of our solution for your organization.

Change Management Adding new licenses and assigning users is easy. We'll handle all requests to ensure that licenses and users are added quickly and effectively.

Platform Management and Updates Security threats evolve, and our solution evolves with them. Enhancements to the security capabilities and performance of the IDR platform are automatically provided to maximize efficacy.

Cost-effective Security This complete turn-key solution is provided for a fixed peruser monthly cost. You benefit from having exceptional security without the expense of acquiring and managing the technology in-house.



Managed Inbox Detection and Response is an integral part of TPx's security services portfolio for protecting endpoints and users from ransomware and other cyberattacks. Bundling multiple services can increase your overall value and improve your organization's security. Below is our current portfolio of Endpoint and User Security and Management services.







Service Features	Description	Endpoint Management	Endpoint Security	User Security
Monitoring, Alerting, and Reporting	TPx provides automated monitoring and alerting and scheduled reports for device availability, health and performance, and inventory. Monitoring and alerting are per TPx's recommended practices. Alerts are received and actionable by either TPx or the customer, based on service level.			
System Patching	TPx provides managed, automated patching of operating systems and select third-party applications. Service includes operational and security patches remotely applied per TPx recommended practice. Patch status monitoring and reporting are also included.			
Remote System Support	TPx provides 24/7 troubleshooting and repair of covered devices. Service includes proactive support based on TPx recommended practice and responsive support for customer requests or identified alerts. Remote Systems support features may be included in the fixed monthly charge or billable based on the chosen service level.			
Lifecycle Management	TPx provides proactive reporting and communication of end-of-life status on covered servers. Service includes hardware warranty expiration as well as manufacturer end-of-support status for operating systems and select applications. Post-warranty hardware support packages are available at additional cost.			
Managed NGAV	TPx provides managed Next-Generation Antivirus support. Service includes the use and management of the NGAV software as well as monitoring, alerting, and reporting on NGAV status. Virus remediation is available as a billable service.			
Endpoint Managed Detection and Response	TPx provides MDR services to identify and prevent advanced security attacks. The service includes the use and management of leading EDR software, SaaS platform hosting, SOC threat hunting, alert response, and event mitigation with an industry-leading 15-minute response time.			
DNS Protection	TPx provides DNS Protection for covered devices to combat Internet-born threats and enforce Internet usage policy. Service includes the use and management of the DNS Agent software, configuration of security policies, and monitoring and reporting on browsing activity and security events.			
Security Awareness Training	TPx provides automated Security Awareness Training campaigns. Service includes campaign setup, ongoing phishing simulations, and monthly training courses delivered automatically to enrolled users. Scheduled reporting of campaign status and activity is also included.			
Inbox Detection and Response	TPx Inbox Detection and Response service allows users to easily report potential phishing emails. Reported emails are quarantined then scanned by software and SOC personnel to identify threats. Within just a few minutes, safe emails are returned to the users' inbox and all instances of malicious emails are automatically removed from all other users' mailboxes.			



Security artisans bring expertise, passion, and technology to cybersecurity.

Cybersecurity technology is meaningless unless properly configured, monitored and maintained

Outdated software and unmanaged devices leave your company open to cyber threats. Erroneous configurations give hackers a way around your security assets.

The TPx team and its group of highly trained security professionals based in our two Security Operations Centers (SOC) will configure, deploy, manage, and monitor your next generation firewall (NGFW) to help protect your business from cyber threats.

Our people defending your business and your people

TPx Managed Firewall service shields organizations and their employees with enterprise-grade security for a fraction of the cost of a single security analyst. The service includes certified security analysts who combine human intelligence with Al and threat intelligence driven data to find and terminate threats before they impact your business.

Our cybersecurity experts manage and monitor your firewall and when threats are found they immediately take action to

We can provide a co-managed solution that allows TPx to work closely with your IT team through a common change management system and process.

neutralize them. While in-house solutions can take years and hundreds of thousands of dollars to develop to full maturity, our rapidly deployed service offers immediate value and added safeguards for businesses. You may know firewalls for security and their ability to block today's advanced threats, but with MSx Managed Firewalls, the benefits go far beyond that. Secure access, visibility and control are major advantages that can help your business be more productive.

Secure Access SD-WAN enables organizations to leverage multiple transport services (e.g. broadband internet, 5G, etc.) to connect users securely and economically to applications and each other, while a Virtual Private Network (VPN) connects remote workers.

Visibility With detailed reporting by TPx, know what is happening on your network — from the top applications running and the top websites being visited, down to which users are on the VPN.

Control Once you know what is happening on your network, you can take action to control your network, so your productivity is maximized. Want to stop bandwidth and time-draining applications like video streaming? The choice and control are in your hands.

76% of SMBs in the United States reported a cyber-attack last year.

Managed Detection and Response

MSx Firewalls with Managed Detection and Response does more than block suspicious IP addresses and preconfigured static signatures, it augments existing firewall controls with dedicated security analysts who combine context, deep security understanding and expertise with today's advanced technology to make data actionable. We detect the threats other technologies miss. But it isn't enough to just detect threats. When a breach happens or an attack is transpiring, response time is critical as is knowing how to respond. We know and treat your network like our own and this allows us to orchestrate a rapid, coordinated, and effective response to threats ensuring your business thrives and your people are better protected.

Avoid business debilitating threats

Our managed firewall solution will help you:

- Fortify your security posture
- Limit downtime due to network outages or crippling cyber attacks
- Meet your compliance challenges
- Free up resources to focus on business-driving initiatives
- Enable productivity with safe, secure, high-performance communications with partners, suppliers, customers, and remote employees
- Realize immediate value of your security investment



Organizations that contained a breach in under 30 days saved more than \$1 million compared to those who took longer.



Protect investments

We ensure businesses realize the full value of their firewall investments and we help protect their critical assets by providing:

- Dedicated US-based security professionals
- 24/7 health monitoring and troubleshooting
- Customized device configuration and tuning
- Updates and patch management
- Log retention and reporting
- Licensing
- Hardware assurance
- Configuration backup and storage

HIPAA and PCI Compliant

Our people and processes undergo the scrutiny of third-party audits to ensure we meet and exceed HIPAA and PCI industry standards.

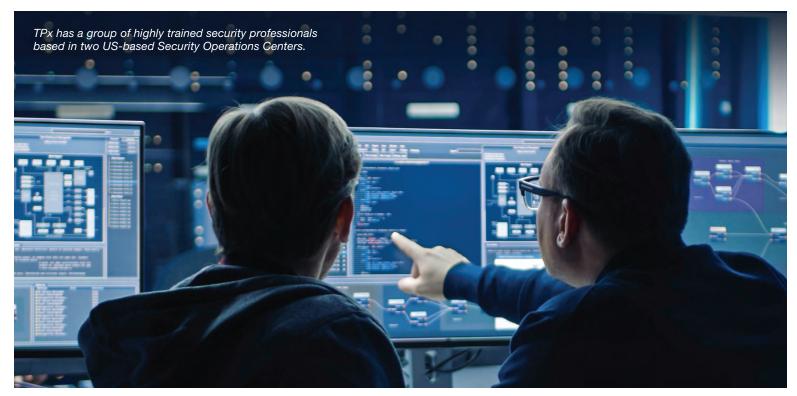
Solution features include:

- Managed detection and response
- Threat intelligence
- Sandboxing
- Vulnerability scans
- SD-WAN
- Anti-virus
- Web filtering
- Application control
- Intrusion prevention
- SSL deep packet inspection
- Web application firewall

- Data leak prevention
- Traffic shaping
- Policy scheduling
- Site to site IPsec
- Active directory integration
- VPNs with 2-factor authentication
- 5G / 4G failover
- Third-party access vendor support
- Wireless access point and switch integration and management



For SMBs, the average cost of downtime in 2019 was \$141,000.



Our people and processes undergo the scrutiny of third-party audits to ensure we meet and exceed HIPAA and PCI industry standards.

Service Descriptions

MSx Firewalls

All base administrative features available for MSx Firewalls are supported in all the service tiers. The on-boarding and implementation process for all service levels are identical. The difference between the service levels lies in how the changes to the equipment profile are managed, feature availability, and the amount of monitoring provided.

MSx Firewalls: Core — Customer Administrative Responsibility

MSx Firewalls: Optimum & Secure — TPx Administrative Responsibility

MSx Firewalls: Optimum & Secure — TPx and Customer Shared Administrative Responsibility

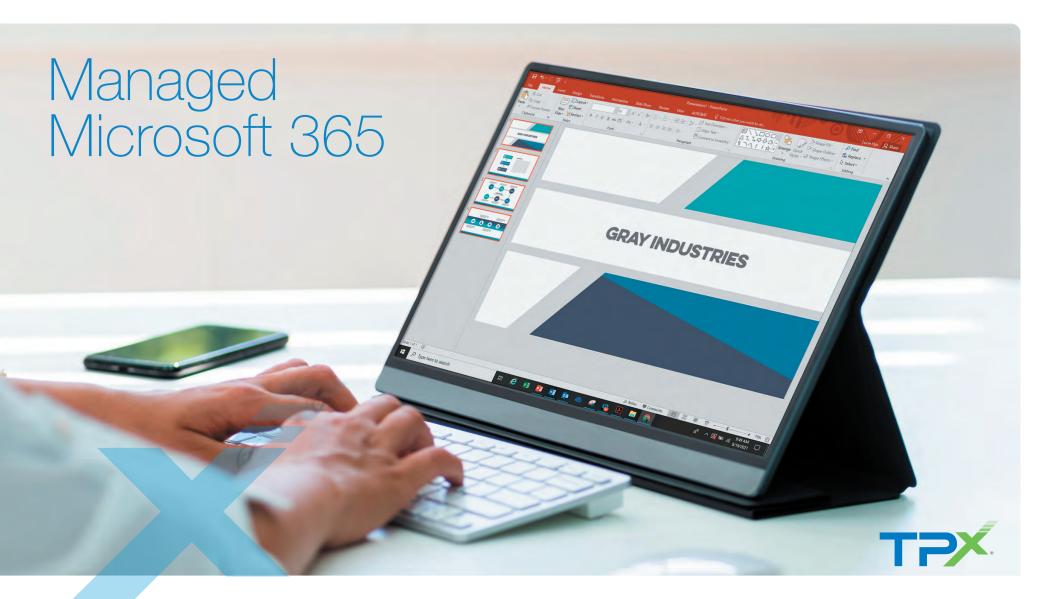
Service Features	Core	Optimum	Secure
24/7/365 Support Center			
Base Administrative Features			
PCI and HIPAA Compliance			
24/7 Firewall Monitoring			
(Product) Licensing			
Mgmt of Manufacturer Support/Response	+		
Hardware Assurance/Equipment RMA	+		
Configuration Management	+		
Firewall Configuration Backup and Storage			
Troubleshooting	+		
Firmware Research and Upgrades	+		
Firewall Vulnerability Patching	+		
Log Retention	40 days Upgrade available	120 days Upgrade available	365 days
Reporting	+	All template reports	Custom reports
Firewall Access	Read/ write	Default read only	Default read only
Solution Features			
SD-WAN	+	•	•
Gateway Anti-Virus	+	•	•
Web Filtering	+	•	•
Application Control	+	•	
Intrusion Prevention (IDS/IPS)	+	•	•
SSL Deep Packet Inspection		•	•
Traffic Shaping	+	•	-

Solution Features (cont.)	Core	Optimum	Secure
Policy Scheduling	+	•	
Site-to-Site IPsec VPN Tunnels	Limit 5	•	
SSL-VPN for Remote Users	Limit 20 No Limit with AD	Limit 20 No Limit with AD	Limit 20 No Limit with AD
Routing	+	•	
Single Sign On	+		
Portal			
Managed Detection Response — SOC Active Log Monitoring		n/a	•
Threat Intelligence	n/a	n/a	
Data Leak Prevention (DLP)	n/a	n/a	
Sandboxing		n/a	
Monthly Vulnerability Scan			
Web Application Firewall	n/a	n/a	
Add-on Features**			
Wireless Access Point (Wi-Fi) Management			
Switch Management			
Firewall Accessories			
High Availability			
2-Factor Authentication			
5G / 4G Failover			
Third Party Vendor Support			



+ Included – time & materials cost for post install support





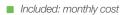
With Microsoft 365, businesses of all sizes can work easier, work together and worry less. And we handle the IT so you don't have to.

Microsoft 365 (formerly Office 365) is a cloud-based platform that provides flexible and familiar tools for collaboration and productivity anytime, anywhere, and from any device. It's specifically designed to help you achieve more with innovative Office apps, intelligent cloud services and world-class security.

TPx delivers Microsoft 365 as a managed service. We help you maximize your investment in Microsoft 365 by working with you to assess your unique requirements, design the right Microsoft solution for your business, efficiently implement service, provide expert ongoing support, and optimize your experience.

Managed Microsoft 365 Features	Core	Optimum
Assess		
Review your collaboration, productivity, and security requirements		
Evaluate available Microsoft 365 license options		
Design		
Determine the most appropriate Microsoft 365 licenses		
Plan the optimal service configuration to maximize collaboration, productivity and security	•	•
Develop and document the implementation and migration plan		
Implement		
Create new Microsoft 365 Tenant and apply new licensing ¹		
Transfer/Update existing Microsoft licensing and perform a tenant Health Check ²	•	
Configure Microsoft 365 tenant and application settings ³	•	•
Migrate existing users and data ³		
Implement group permissions, policies, and security settings ³		
Support		
License billing management	•	•
Technical support management, with escalation to Microsoft for Platform issues	•	•
User administration — moves/adds/changes of users, mailboxes, groups, distribution lists	+	
Managed Cloud Backup — unlimited cloud backup for Exchange, OneDrive/SharePoint and Teams	+	•
Optimize		
Manage multi-factor authentication	+	
Manage mail flow and security rules	+	•
Manage policy and alert settings	+	•

¹ New Microsoft 365 tenant creation applies to new Microsoft 365 users.

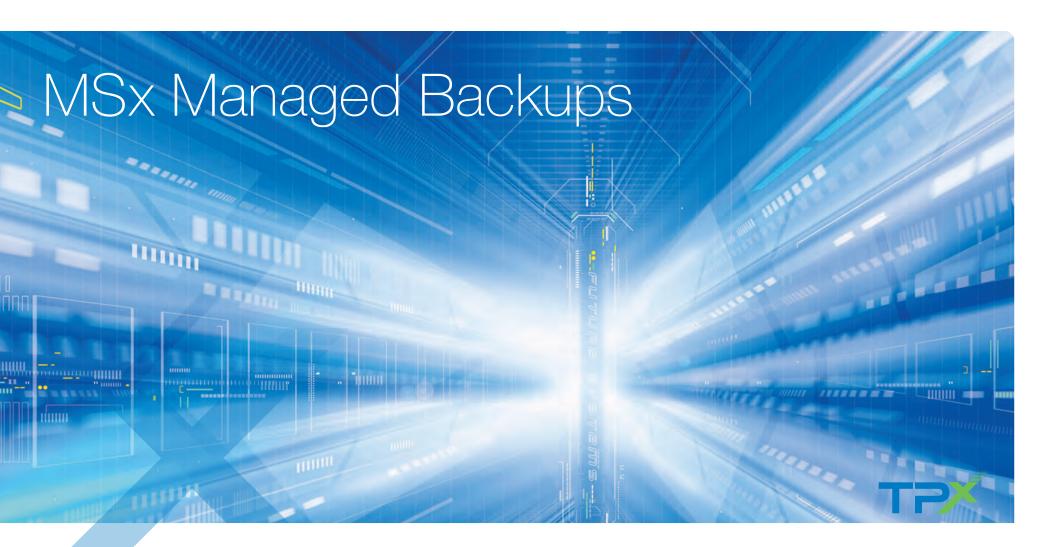


⁺ Available: time & materials cost



² Microsoft 365 tenant and license transfer/update applies to users with Microsoft 365 currently provided by a different partner.

³ A customized Scope of Work is required. Contact TPx sales for more information on implementation services.



With Managed Backups, your data is automatically backed up daily to a secure offsite location and recoverable instantly to any place you need it.

Data backup, recovery and business continuity for local, virtual and cloud environments, within a single platform.

MSx Managed Backups is a fully featured total data protection platform delivered in one integrated package. Easily protect any physical, virtual and cloud infrastructure running on Windows, Mac or Linux, and spin up lost servers in seconds without the need for additional tools. Backup automatically on your schedule to a local device, and replicate backups to the TPx cloud. Recover granular data quickly from multiple points in time, or use local virtualization, TPx Cloud virtualization — or both — to get back to business in minutes.

Backup and restore

In today's world, users lose files by deleting them, overwriting them or when hardware fails. With Managed Backups, simply schedule regular backups for a device. If you need to recover files, a few clicks in the intuitive portal and Backup Insights™ will generate a list of files for comparison between backups. A few more clicks will restore specifically the files you are looking for to the current running device. No more guessing, booting images or digging through command lines. With Managed Backups, restoring files is fast and easy.

Disaster recovery and business continuity

When infrastructure fails, business comes to a grinding halt. Replacement hardware takes time to order and install, infrastructure needs to be rebuilt, and backups need to be parsed and applied. This can take hours or days, even with a good backup solution. Unfortunately, when business is down, every second counts. That is why Managed Backups provides image based backups that can be booted directly from the Managed Backups device with the click of a button.

Get more than just one server back up and running; virtualize your entire Infrastructure with the click of a few buttons. Combine local and cloud infrastructure to boot an entire office on the local device or hybrid via the TPx secure cloud, and be back up and running as fast as the images can boot. Once the crisis is past, TPx makes it easy to get back to normal operations.

Ransomware

No matter how hard you try, someone that depends on you for support will eventually get an email that convinces them to open a file and infect their PC with ransomware. The compromised machine will then encrypt user files and demand a ransom for the key to unlock the system. Worse, the threat will often spread across the network and infect other machines, seriously impacting the business. Of course, paying the ransom may not solve the problem. The only sure way to resolve a ransomware attack is to roll back the affected systems to make it as if it never happened. Point-in-time rollback is designed to recover from just these scenarios. With the click of a few buttons, it can be as if the ransomware attack never happened.

FEATURES & BENEFITS

Fast failback Returning to normal operations on a physical server does not have to be a complex and involved process. With Fast Failback, simply provide a new server for failback, create a Bare Metal Restore bootable USB and boot the new server. Updates to the failover VM are automatically applied to the USB image over the network so that when you are ready, failback is a few clicks and a few minutes away.

Agentless and agent-based backup Supports both physical and virtual systems through agentless and agent-based backup. Agentless

protection enables fast and easy pairing of any number of VMware systems or templates. Agent-based protection provides scalable backup for your physical device.

Inverse chain technology Eliminates the problem of broken backup chains — the place where most issues arise in the backup process. You have the freedom to change retention and delete recovery points without resetting the chain or having to take a new base image. Since each backup is always in a fully constructed state, and is a fully bootable virtual machine, there is no need for complex, time consuming conversion processes before performing a restore.

End-to-end encryption All data is protected by AES-256 encryption both in transit and in the cloud. Users have the option to encrypt data locally, and passphrases can be specified per appliance or per protected machine.

Advanced screenshot verification After backups are completed, the appliances can be scheduled to boot backups as virtual machines right on the local device. Once they boot, we capture an image of the login page to give you visual proof that your data has been successfully backed up. And what's more, we can ensure your critical applications boot as well.

NAS and iSCSI Provision capacity on the appliance to serve as shared NAS file storage (NFS and CIFS), or as IP block storage with iSCSI. Apply a snapshot schedule and protect in the Cloud.

eDiscovery software Granular Application Search and Restore. eDiscovery gives users the ability to search keywords within their backup data, emails, and attachments and review in an easy to read format. Powered by the industry-leading Kroll Ontrack software, it is compatible with dozens of file formats and systems, including Microsoft Exchange, SharePoint, and SQL.

Backup insights Identify file and application changes between any two backup points, recovering files and applications directly from the interface with almost no information about when they were lost or even where on the machine they resided. Because all backups are fully constructed, in a matter of seconds you can simultaneously mount points and see all files broken down with an easy to read file tree.

Point-in-time rollback is designed to recover from just these scenarios. With the click of a few buttons, it can be as if the ransomware attack never happened.

Available Features		Core	Optimum
Customer Support Center	TPx will provide remote support for backup-based issues	8am - 8pm ET	24/7
Hybrid On-Premises Backup Device + Cloud Backup Solution	On-premises backup device with replication and recovery to secure cloud environment for Windows, Linux, Mac & VMware systems	•	•
Off-Site Retention of Backups to Cloud Environment	Eliminates the capacity thresholds of an on-site device and allows customers cloud storage options with unlimited amounts of data in the cloud for either a rolling 12-month period or the entire life of the account	•	•
Backup Screenshot Verification	Automated verification of successful backups where backups boot as virtual machines, capturing the login page, to prove your data has been successfully backed up	•	•
Fast Failback Bare Metal Restore	Perform a Bare Metal Restore from the snapshot of the original backup chain, while further backup operations continue	•	•
Disaster Recovery Virtualization	Ability to virtualize backed-up systems from on-premises backup device or from the cloud until on-site resources are restored	•	•
Bandwidth Optimization	Logical full backups only move incremental changes over the network, saving bandwidth utilization	-	•
Device and Cloud Audit Reports	Daily, weekly, and monthly reporting on assets being backed up, backup jobs success or failures, and screenshot backup verifications	•	•
Ongoing Maintenance and Rapid Replace	MSx Support team will update software and facilitate 48-hour replacement of defective hardware under warranty		•
Self-Service Backup Administration	Customer is provided access to the MSx Backups Admin Portal to configure and manage their own backup jobs	•	•
MSx-Managed Backup Administration	MSx Support Team delivers comprehensive management, service administration and change control	+	•
Proactive Monitoring and Reporting for Backup Job Failures	MSx Support Team is notified of backup job failure 15 minutes after first failure. After two consecutive one-hour failures MSx Support will notify customer TPOC.	+	•
Configuration of Backup Jobs	MSx Support Team will configure the backup frequency and retention schedules for local backup jobs as well as replication to the secure cloud environment	+	

Available Features (continued)		Core	Optimum
Configuration of Exchange/SQL Aware Backups	Application aware backups reduce potential for corrupted data on these critical systems	+	
Configuration of Ransomware Detection	Scan of backups for detection of ransomware via analysis of the backup image	+	
Reinitiate Backup Jobs in the Event of a Backup Job Failure	MSx Support Team will re-initiate failed backup jobs within 1 hour during business hours. Afterhours failures will be re-initiated the following morning	+	•
Recovery of FILE/FOLDER from Backups	MSx Support Team will assist client with single file/folder restoration or complex restoration of directories as needed	+	
Backup Restore Assistance	MSx Support Team will assist client to deploy backup image in the event of a covered device failure	+	
Disaster Recovery Virtualization	In the event of a covered device failure, the MSx Support Team will assist client in initiating server virtualization on the on-premises backup appliance or from the secure cloud environment	+	•
On-Site Troubleshooting Assistance	TPx will dispatch a field technician to work on-site, along with the remote MSx Support Team to resolve system issues	+	+
	Included — monthly cost ■ Available — time & materials cost +		





TPx is a leader in cybersecurity for small and medium businesses and public-sector organizations. Our depth of expertise enables us to offer standards-based security consulting services developed from our experiences in solving strategic and operational challenges for customers.

TPx consultants are subject matter experts in their field and thought leaders in security. All of our offerings are based on best practices derived from Information Security Standards (CISSP Domains, NIST, ISO 27000 series, etc.) and our extensive experience deploying, architecting, operating, and securing environments nationwide.

Traditional network management has evolved in recent years to the point where it cannot be approached without considering the associated security ramifications. Any attempt to treat security as an "add-on" to network design and operations in today's hyperconnected world is destined to create more problems than it solves.

To avoid this, TPx incorporates security considerations throughout its network assessment service, yielding a comprehensive Network Security Assessment that results in actionable recommendations for a robust, high-performing, and secure networking environment.

Assessment Benefits

- Fully document your network assets & architecture
- Understand your traffic flows and uncover asset misconfigurations
- Validate policies for data retention, network monitoring, and configuration and change management
- Identify gaps in your monitoring and reporting capabilities
- Target high-impact areas for reducing risk

Overview

TPx's Network Security Assessment methodology is founded on industry standards such as ISO 27001, ISO 27033, CIS "Top Twenty" and current best practices. It is designed to evaluate the security posture and functional capabilities of your organization's environment, and its ability to transmit and safeguard your organization's critical data. The assessment will be divided into three phases, covering the following:

- Documentation & Visualization of the existing network environment. TPx will inventory and catalog your existing network assets and architecture.
- Security Strategy TPx will assess the network policies, standards and procedures as well as all the security management processes, and roles and responsibilities related to the network.
- Operational Function & Hygiene TPx will assess the technical measures implemented in your network infrastructure.

Network Assessment Activities

The approach for the network security assessment is to evaluate your organization's network security posture and profile. Posture refers to your organization's current ability to transfer, maintain and protect data within the corporate network. Profile refers to the minimum target of capability required to protect information and manage associated risks, which an organization should aim to achieve.

Your information security posture will be assessed based on a set of categorizations (e.g., access controls and network protections). The categorizations covered for the assessment focus on areas of cybersecurity that have the highest likelihood of incidents and breaches for your organization.

The objective of this effort is to assess your infrastructure's adherence to industry standards of ISO 27033. TPx will review the organization through interviews, policy review,

validation and investigation of process to provide a numerical rating that reflects that maturity/resiliency of your security infrastructure. The assessment will focus on the following areas:

Phase 1: Documentation & Visualization

Physical Inventory

- Hardware Inventory Spreadsheet
- Layer 1-2 Diagrams/Documentation (will create during) the engagement if doesn't exist)
- Layer 3 Diagrams/Documentation (review for accuracy)
- Rack Elevation Diagrams/Documentation (review for accuracy)
- Environmental Capabilities (review for accuracy)

Design & Architecture Review

- Network Overview Architecture
 QOS Standards

Traffic Flow

- Layer 3 Routing
- Services and OLA's
- Layer 2 Optimization
- MPLS/VPN Service

Phase 2: Documentation & Visualization

Network Infrastructure Security

- Misconfiguration or Design flaws
- Weak authentication or encryption protocols
- Centralized Authentication, Authorization, and Accounting
- Attack Awareness (IPS/IDS)
- Control Plane Policing/Security
- Rogue DHCP/Client Detection
- Infrastructure Physical Security

Performance Monitoring & Analysis

- Netflow Capabilities
- Client Experience Capabilities
- Packet Capture Capabilities

Phase 3: Operational Function & Hygiene

Infrastructure Monitoring & Management

- Central Monitoring/Alerting Capabilities
- Syslog Capabilities
- Host End Monitoring/Management
- Software Management (networking)
- Configuration validation capabilities
- EoL/EoS hardware and licensing

Configuration Management

- Centralized Configuration Backup
- Centralized Configuration Automation
- Configuration Change Management Workflow

Reporting

Upon completion of the assessment, TPx will provide two reports: an Executive Summary and a detailed Best Practices report. The reports will speak to two different levels of resources: the leadership and the security practitioner. A detailed recommendations report will be provided and validated with your personnel. The objective of this report is to present the results and observations related to your network security posture. In addition, you will receive recommendations for your top three priorities based on your business, your sensitive data, your exposure landscape, and the network state.

TPx will also provide an updated network diagram, wireless saturation for the primary location, and recommendations on how to best create or update your security documentation.

Small businesses are the target of 43% of all cyberattacks

Verizon 2020 Data Breach Report



TPx is a leader in cybersecurity for small and medium businesses and public-sector organizations. Our depth of expertise enables us to offer standards-based security consulting services developed from our experiences in solving strategic and operational challenges for customers.

TPx consultants are subject matter experts in their field and thought leaders in security. All of our offerings are based on best practices derived from Information Security Standards (CISSP Domains, NIST, ISO 27000 series, etc.) and our extensive experience deploying, architecting, operating, and securing environments nationwide.

Wireless technology has introduced a number of complications and additional security risk into traditional network management. BYOD, signal jacking, the proliferation of public Wi-Fi and most recently, expanded work-from-home has made securing the corporate network much more challenging. Securing the wireless component of your organization's network requires well-documented policies as well as strong technical controls.

To help your organization achieve this, TPx offers a comprehensive Wireless Security Assessment that results in actionable recommendations for a robust, high-performing, and secure wireless environment.

Assessment Benefits

- Enable mobile and remote work productivity gains without sacrificing corporate security
- Validate use of Best Practices in authentication and encryption protocols
- Secure your network against attack and compromise from rogue DHCP clients
- Ensure your BYOD and Acceptable Use policies meet your organization's needs
- Visualize your location's wireless coverage through a saturation map — ensure signal is getting to where it needs to be

Overview

TPx's Wireless Security Assessment is founded on industry standards such as ISO 27001, ISO 27033, NIST 800-153, CIS "Top Twenty" and current best practices. It is designed to evaluate your organization's wireless infrastructure and configuration, the security posture, and functional capabilities. The assessment will be divided into three phases, covering the following:

- Documentation & Visualization of the existing wireless network environment. TPx will inventory and catalog your existing wireless network assets and architecture.
- Security Strategy TPx will assess the network policies, standards and procedures as well as all the security management processes, and roles and responsibilities related to the wireless network.
- Operational Function & Hygiene TPx will assess the technical measures implemented in your network infrastructure.

Assessment Activities

The approach for the wireless security assessment is to evaluate your organization's wireless network security posture and profile. Posture refers to your organization's current ability to transfer, maintain and protect data within the wireless network. Profile refers to the minimum target of capability required to protect information and manage associated risks, which an organization should aim to achieve.

Your information security posture will be assessed based on a set of categorizations (e.g., access controls and network protections). The categorizations covered for the assessment focus on areas of cybersecurity that have the highest likelihood of incidents and breaches for your organization.

The objective of this effort is to assess your infrastructure's adherence to industry standards of ISO 27033. TPx will

review the organization through interviews, policy review, validation and investigation of process to provide a numerical rating that reflects that maturity/resiliency of your security infrastructure. The assessment will focus on the following areas:

Phase 1: Documentation & Visualization

Physical Inventory

- Hardware Inventory Spreadsheet
- Layer 1-2 Diagrams/Documentation (will create during the engagement if doesn't exist)
- Layer 3 Diagrams/Documentation

Design & Architecture Review

- Network Overview Architecture
- Layer 3 Routing
- Layer 2 Optimization

Phase 2: Security Strategy

Network Infrastructure Security

- Weak wireless authentication or encryption protocols
- Centralized authentication, authorization, and accounting
- Rogue DHCP/client detection
- Validate network access (ingress and egress) to the WAN via port scan

Performance Monitoring & Analysis

- Recommend improved hygiene and integration with MSS/SOC
- Review acceptable usage policies and ensure WAN enforces policy details
- Validate performance on WAN and off WAN
- Validate performance via different network protocols
- WAN heatmap available (as scoped)

Phase 3: Operational Function & Hygiene

Infrastructure Monitoring & Management

- Central Monitoring/Alerting Capabilities
- Syslog Capabilities
- Host End Monitoring/Management
- Software Management (networking)
- Wireless configuration validation capabilities

Configuration Management

- Centralized Configuration Backup
- Centralized Configuration Automation
- Configuration Change Management Workflow

Reporting

Upon completion of the assessment, TPx will provide two reports: an Executive Summary and a detailed Best Practice report. The reports will speak to two different levels of resources at the Customer: the leadership and the security practitioner. A detailed recommendations report will be provided and validated with your personnel. The objective of this report is to present the results and observations related to your wireless network security posture.

In addition, you will receive recommendations by TPx for your top three priorities based on your business, your sensitive data, your exposure landscape and the wireless network state. TPx will also provide an updated wireless network diagram, wireless saturation for the primary location (as scoped) and recommendations on how to best create or update your security-related documentation.

The average mobile device connects to two to three insecure Wi-Fi hotspots per day

Verizon Mobile Security Index, 2020



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Proactively maintaining and protecting a computing network requires continuous effort. Vendors are continually releasing patches and updates, access and permissions requirements are always evolving, and most importantly, the threat landscape is continuously expanding and becoming more dangerous. Preparing ahead of time for the inevitable attack by thinking like a hacker and understanding the way they will attack is critical and leaves you and your organization better protected against hackers and malware than a "just-in-time" approach.

Regular Vulnerability and Penetration Scanning are two of the best tools you can use to understand where your weaknesses are and how likely it is that a hacker will be able to exploit them.

Get answers to these questions...

- What vulnerabilities currently exist in my network? How do I know which ones pose the greatest threat?
- How do I best prioritize my patching and updating activities?
- Am I susceptible to attack from employees and others inside my organization?
- Based on my network infrastructure, are there threats that I do not need to worry about?
- How do I stay current on the threat landscape and defend my organization against emerging threats?

57% of data breaches are attributed to poor patch management. The average time to apply, test, and fully deploy a patch is 102 days.

Ponemon Institute

Overview

TPx's Vulnerability and Penetration Scanning Service (VPS) consists of two components: a Vulnerability Scan and a Penetration Scan. For further visibility into the strength of your overall Vulnerability Management Program, we also offer an optional Vulnerability Management Plan Review as part of this engagement.

The **Vulnerability Scan** evaluates devices that are connected to the network for the purpose of identifying vulnerabilities that may be present on those devices due to open ports, exposed services, lack of current patches, etc. The TPx Vulnerability Scan:

- Uses manually written signatures to detect known vulnerabilities
- Leads to discovery of new vulnerabilities or validates the presence (or remediation) of vulnerabilities that had been previously identified

The **Penetration Scan** shows how exploiting a vulnerability could result in a significant impact to the environment. By demonstrating this impact, it is possible to get organizations to reconsider the priority of remediating vulnerabilities that Vulnerability Scanners may have reported as non-urgent. The TPx Penetration Scan mirrors the behavior of bad actors by:

- Performing exploits against identified network vulnerabilities (shell file uploads, hash cracking, password dumping)
- Executing multiple authentication-based attacks (POP3, Telnet, SMB, AD, FTP)
- Conducting man-in-the-middle (MitM) attacks (SMB relay, DNS poisoning, ARP poisoning)
- Attempting privilege escalations on the network using AD group and share enumeration
- Impersonating users to find sensitive data

Regular Penetration Scanning is one of the best tools you can use to understand where your weaknesses are and how likely it is that a hacker will be able to exploit them and gain access to other systems and/or confidential information on the network.

Although both Vulnerability and Penetration scans can be run independently, there is tremendous added value in running them together. The additional discovered details can be used in strengthening the security posture of your business. The Vulnerability Scan looks for known

vulnerabilities on the network but will not exploit them. In addition to testing each of the vulnerabilities that are found in the Vulnerability Scan (which lowers the number of false positives), the Penetration Scan probes various parts of the network, potentially uncovering unpublicized weaknesses and running further testing to discover the extent of those weaknesses.

During the optional **Vulnerability Management Plan Review**, we will evaluate your organization's security program through interviews, policy review, validation and investigation of processes to generate an assessment of your Vulnerability Management (VM) program. TPx will detail the results of the assessment of each aspect of the program, any deviation from best practice, and the resulting risk to the business.

Scheduling and Reporting

TPx can schedule a scan as frequently as needed and keep track of your risk profile in near real time. Our reports will show your trending data, allowing your team to see improvements from one month to the next.

The post-scan reports will speak to two distinct levels of resources: the security practitioner and the leadership. For the security practitioner, we'll deliver the results of the scans — annotated to highlight the most important findings — and recommend how to mitigate those vulnerabilities. An additional Best Practices report presents assessment results and observations related to your organization's current level of exposure.

TPx will also generate an executive-level document containing a summary of our findings. From our insights, you will be able to build or enhance a VM program based on controls with the greatest impact to your risk posture, ensuring that you utilize your limited resources most effectively.

74% of IT security pros believe their orgs would test systems more frequently if the penetration testing process was more efficient or required less management.

VentureBeat, Nov. 2021



Minimize the risk of downtime and data loss from cyberattacks, system failures, and human error by letting TPx secure and manage your critical systems.

Keeping your organization's servers and workstations healthy, secure, and performing optimally is simply too important to leave to chance. Cybercriminals are launching ever-increasing and more sophisticated attacks against organizations of all sizes, slow and unreliable system performance can frustrate users and cause productivity to suffer, and unplanned downtime can increase costs and impact customer relationships and revenue.

Unfortunately, for most organizations it's a major challenge to maintain the advanced technologies, skilled expertise, and dedicated focus it takes to properly secure and support these critical systems. This puts them at a significant risk.

The MSx Managed Endpoints service from TPx helps organizations of any size solve these challenges by delivering comprehensive IT management and security services that improve system reliability and performance, reduce downtime, increase employee productivity, enforce corporate policy and compliance, and protect against cyberthreats.

Combining sophisticated technology with our expert support personnel and security analysts, as well as proven support methodologies, MSx Managed Endpoints provides an "always on", best-in-class, 24x7x365 service.

FEATURES & OPTIONS

echnology Deployed		Core	Optimum	Secure	Secure Bundle
Remote Monitoring and Management Agent (RMM)	System inventory, comprehensive auditing, real-time monitoring and alerting, flexible reporting, built-in patch management, secure remote control	•	•	•	
Next Generation Anti-virus Agent (NGAV)	Advanced protection against known and unknown viruses and malware		•		•
Endpoint Detection and Response Agent (EDR)	Continuous endpoint security monitoring and analytics using AI, network analysis, and behavioral analysis to quickly identify and automatically mitigate advanced cyberthreats			-	•
Endpoint DNS Protection Agent	Advanced security for Windows devices by blocking unwanted or dangerous Internet content			•	•
administrative And Support Services Pr	ovided				
24/7 Monitoring and Alerting	Monitoring and alerting for actionable events, key performance metrics, incidents and problems	-	-	•	
Automated Patch Management	Managed remote deployment of performance and reliability patches for Microsoft OS, and select Microsoft and 3rd party applications	•		•	
RMM Portal Access	View system audit and inventory, access systems via secure remote control, manage alert notifications, access TPx library of automated procedures				
Scheduled Standard Reporting	Scheduled monthly standard reports delivered via email. Reports include: Executive Summary, Device Health Summary, Hardware Lifecycle, Patch Management Summary	•		-	
On-Demand Reporting	Ability to run all available reports on demand		•		
System Lifecycle Management	Proactive notification of pending hardware and operating system end-of-life, and hardware warranty expirations	•		•	
Remote System Administration	Managed, proactive system administration to maintain health and performance of covered systems			•	
Remote Troubleshooting and Remediation of Software	24x7 on-demand troubleshooting and remediation of TPx supported operating systems, and select Microsoft and 3rd party applications in response to system alerts or customer requests		•	-	
Remote Troubleshooting and Hardware Ticket Management	24x7 remote troubleshooting of hardware failures and ticket management in conjunction with 3rd party hardware support provider		•	•	
Peripherals Troubleshooting	Remote software and driver troubleshooting for peripherals, including but not limited to monitors, keyboards, mice and printers		•	•	
Security Patch Management	Managed remote deployment of security patches for Microsoft OS, and select Microsoft and 3rd party applications	•	•	•	

Security Services Provided		Core	Optimum	Secure	Bundle
Antivirus Software Management	Monitor and manage the installation status and health of TPx integrated next generation antivirus software	•	•	•	•
Endpoint AV/AM Deep Scan Assistance	Assistance running Deep Scan capability of Endpoint Protection Agent for viruses or malware	+	•	•	•
Managed Detection and Response (MDR)	24x7 security monitoring and alerting, automated threat detection and mitigation, advanced threat hunting and mitigation, security incident reporting, scheduled monthly reporting			•	•
Managed Endpoint DNS Protection	Management and configuration of endpoint DNS protection software on supported Windows systems, scheduled DNS protection reports delivered via email			•	•
Security Awareness Training	Monthly phishing simulation emails, monthly online courses covering general security topics, security best practices and regulatory compliance, weekly campaign reports showing results and trending, security awareness posters			•	•
Add-on Services					
Active Directory Server Add-on	Health and performance management/administration of Microsoft Active Directory (per AD server)				
Remote Desktop Services Add-on	Health and performance management/administration of Microsoft RDS Servers (per RDS server)		0		
Microsoft Exchange / SQL Server Add-on	Health and performance management and administration of Microsoft Exchange or SQL Servers (per server)				
Additional MDR Devices	Managed Detection and Response (MDR) services are included for all devices covered under MSx Endpoints service. Additional devices, such as Linux and MAC devices can be added to the service				
Additional Domains & Email Addresses	Security Awareness Training includes a single domain per account and an email address for all devices covered by MSx Endpoints. Additional domains and email addresses can be added				0
Network DNS Protection	Protection at the network gateway to protect any on-network devices that make Internet DNS requests, including non-Windows systems, guest wireless, BYOD and mobile devices				
Endpoint AV/AM Remediation	Research and remediation assistance for virus and malware incidents	+	+	+	+
On-Site Troubleshooting Assistance	Nationwide dispatch of technicians to work on-site with MSx staff remotely	+	+	+	+

^{*} TPx support resources are available 24x7x365 for all service levels by contacting the support center via phone, email, or online ticket

Secure

Reduce costs and keep your endpoints running at peak performance so business productivity remains high.

KEY ADMINISTRATIVE & SUPPORT FEATURES

24x7 monitoring and alerting We'll proactively monitor and notify you about your endpoints up/down status, as well as useful metrics such as available drive space, CPU utilization, and memory utilization.

Proactive patch maintenance Consistent and efficient patch management is one of the most important things you can do to keep systems healthy and secure. It's also often overlooked when overburdened IT staffs get busy. Our MSx support team will NEVER overlook this important task. We provide recommended operational and security patches to ensure your systems are up-to-date.

Remote troubleshooting and repair From our 24x7 support center, TPx's team of experts acts as an extension of your IT/helpdesk staff. Using our leading Remote Monitoring and Management software, TPx technicians can securely remote into a supported system to quickly and efficiently diagnose and repair issues.

Hardware support TPx will open and manage tickets on your behalf with your 3rd party hardware support vendor. We'll jointly troubleshoot issues and provide requested diagnostics to the provider so you don't have to. We can also provide post-warranty support contracts.

System lifecycle management You need to know when hardware or software goes End-of-Life (EOL) from the manufacturer. EOL systems can increase your risk of system downtime and your vulnerability to cyberattack because the manufacturer no longer supports or provides patches for these systems. TPx will proactively notify you of EOL events so you have time to plan for replacements.

Comprehensive reporting We'll send scheduled reports each month so that you know your inventory of devices as

well as key metrics on their health, such as patch status, antivirus status, and available drive space. Additional on-demand reports are also available.

KEY SECURITY FEATURES

Next generation anti-virus software We provide leading NGAV software and monitor and manage its status to ensure that it is installed and functioning as intended on all covered systems. We also help with running manual deep scans on-demand.

Security patch management Urgent security patches for Microsoft Operating Systems, and select Microsoft and 3rd party applications will be applied as needed outside of the normal patching schedule to address specific vulnerabilities.

Managed detection and response Even proper patching and the right NGAV solution isn't enough to protect businesses against today's advanced cyberattacks. Our MDR service delivers added protection using sophisticated software that provides automatic threat detection and mitigation. Security Analysts will also monitor your endpoints 24x7 and provide advanced threat hunting and response.

DNS protection We protect systems and users from malicious websites using leading DNS Protection software. Windows devices are protected both on the corporate network and while traveling. Network-based DNS protection covers BYOD, Guest Wireless, and Non-Windows devices to deliver comprehensive DNS security and reduce your risk of attack.

Security awareness and anti-phishing Users are your last line of defense. The more they know the less prone they are to fall victim to a phishing scam or other security incident. Our service includes monthly phishing simulations and Security Awareness Training courses with automated reporting to track your results.





MSx Managed Networks service helps you increase productivity, lower costs, and remove the complexity of managing your network. Successful companies need reliable and powerful networks that boost business performance and provide essential security for the entire organization. However, many businesses struggle with network management and security due to lack of time, resources, expertise, and training. Outdated or misconfigured network components can cause bottlenecking as well as costly downtime and open up vulnerabilities for hackers.

A solution to common struggles

MSx Managed Networks service combines human expertise with today's most powerful technology to create a better and more secure user experience across the entire network, allowing businesses to thrive. TPx can complement your team and deliver an end-to-end management of your network infrastructure, giving you peace of mind that comes from knowing you have a reliable, high-performing, modern network backed 24/7 by the experts at TPx.



Increased performance and productivity



Security and compliance



Peace of mind and always on — 24/7/365



Reduced IT costs



Simplified management and billing



Expert network specialists

MSx Managed
Networks
combines
human expertise
with today's
most powerful
technology to
create a better
and more

secure user

experience.

Features

MSx Networks provides the components that businesses value:

- 24/7 Monitoring and Alerting
- Troubleshooting
- Configuration Deployment/Management
- Backups/Disaster Recovery
- Firmware Upgrades
- Hardware Assurance
- Licensing/Inventory
- Certified Vendor Expertise from market-leading hardware partners

Benefits

Increased performance and productivity.

A high-performance network helps ensure everyday operations run with better speed and efficiency. Greater network uptime with prioritized traffic and reduced IT costs means employees are more productive and can spend more time on strategic business goals.

Security and compliance Our security experts provide a properly designed and configured network, allowing you to take advantage of secured encrypted traffic and network segmentation, making your business less prone to cyber attacks. TPx can help you with your compliance needs as well.

Peace of mind and always-on — **24/7/365** A network slowdown or outage can stop a business in its tracks. TPx monitors your network equipment 24/7/365 to make sure it is running properly and troubleshoots and resolves issues quickly, even overnight.

Reduced IT costs No need to hire expensive and hard-to-find IT professionals you have to continuously invest in, so that they stay current on the newest technologies — only to have them leave. TPx augments your existing IT staff for a fraction of the cost and frees them up to focus on revenue-generating projects instead.

Simplified management and billing All of your IT issues and billing across multiple sites, multiple ISPs and multiple devices is handled with a single phone call or email and a single bill. Replace that costly legacy MPLS network with secure networking devices managed by TPx.

Expert network specialists Finding and hiring a staff of trained and certified network specialists is a challenge for businesses. Because of this, IT staff is often asked to perform a variety of functions from desktop support to network security, which doesn't allow them to focus on any one area. Our Managed Service team is made up of experts in all areas that we support so we can provide the in-depth attention your network systems require.

Multiple Service Levels

You choose the level of support that fits your needs. You can leverage full Optimum support where we handle everything or Core support where TPx configures, deploys, and licenses the solution and you manage it and call us if you need help.



Optimum Support

Core Support

Why TPx?

- We provide a cost-effective, enterprise-grade service
- Our experts become your team members
- Superior support in multiple support centers available 24/7
- Extensive experience TPx brings its carrier network DNA to your local network
- Every service is customized for the needs of our customers
- Easily turn-on a new service
- Use our superior network or go over the top of any carrier all with guaranteed performance since we can manage the delivery
- One-stop shop for everything your business needs from internet connectivity to UCaaS to management of all your IT resources

Installation Options

Professional on-site and remote installations options available.

SD-WAN/Firewall

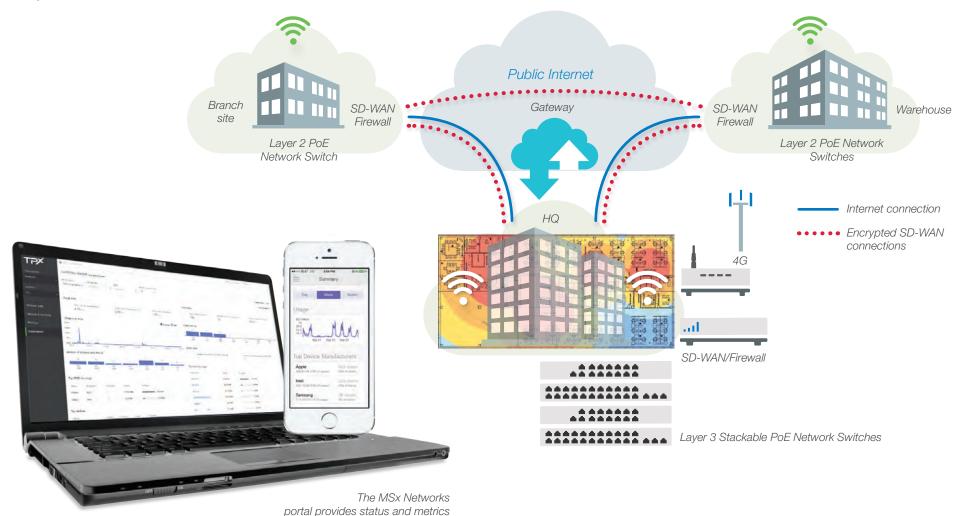
Out-of-date routers, firewalls and expensive legacy MPLS networks can hold back businesses by driving up costs, limiting performance and exposing your network to advanced threats. New software-defined networks (SD-WAN) along with next generation firewalls (NGFW) with advanced security features can combat today's newest threats and provide cost savings by replacing old technologies and providing network visibility and control like never before.

Network Switches

Legacy network switches are often outdated and lack the speed today's businesses need. TPx can help your business with the latest switch technologies, which have advanced troubleshooting and reporting capabilities along with redundant power and stackable features, giving your business the fastest and most reliable network possible and boosting your productivity.

Wireless LAN

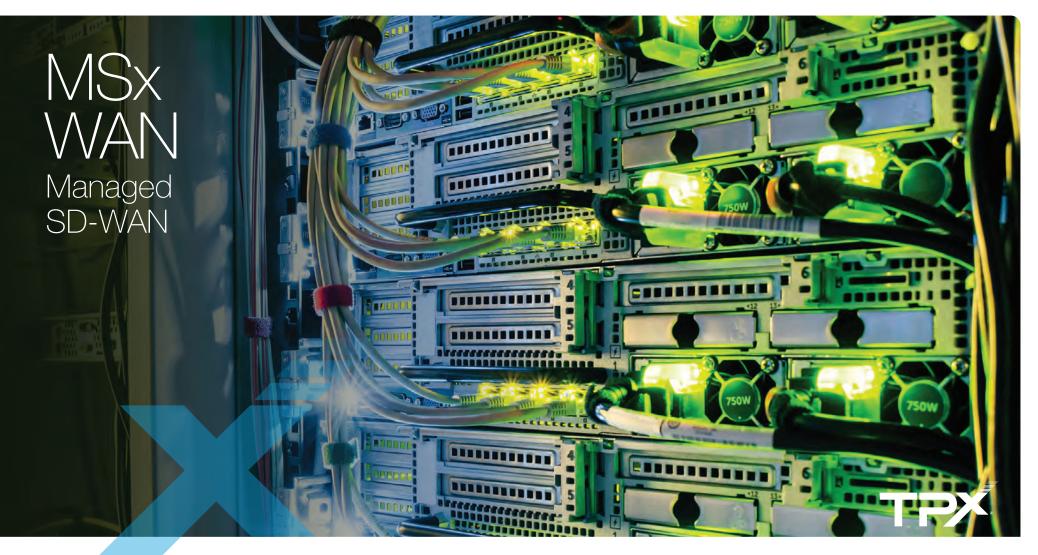
With the exponential increase in wireless devices, legacy Wi-Fi networks are struggling to keep pace. A new or updated managed wireless LAN solution from TPx can help increase productivity by allowing your employees to work more freely and on more devices while providing security and control.



information for all of your network devices

Available Features		Core	Optimum
24/7/375 Support	Providing anytime remote support	•	
24x7 Monitoring	Calls to the managed device to determine its status and TPx specialists are informed of availability problems as they develop. In the event an outage has been confirmed, a trouble ticket is created and a specialist will be notified to begin troubleshooting. The status of all system health tickets will be available through TPx ticketing system (DASH). All support SLAs are per the MSx Services Addendum. Customer may rbe esponsible for hosting a small monitoring agent on their network.		
Configuration Management	Customer may submit change requests via telephone, email or TPx ticketing system. All change requests will be verified to ensure only authorized contacts requests are implemented and the identity of the authorized contact is verified. Change SLAs are per the MSx Services Addendum	+	
Configuration Backup	Maintaining a current hardware config for the managed device	•	•
Firmware Research and Upgrades	Firmware is researched for standard implementations, approved and deployed at predetermined maintenance windows as agreed to with a customer to address concerns or to enable new features	+	
Hardware Assurance/Equipment	Replacement of TPx provided device in the event of equipment failure. Assist customers with equipment replacement if the customer has provided their own equipment and there is a current support contract. Not responsible for equipment replacement on customer-provided equipment with no support contract.	÷	
Troubleshooting	Troubleshooting and remediation of network issues related to the alerting or configuration of the managed equipment	+	•
Product) Licensing	Maintain the support/service licensing for the managed equipment for the duration of the customer's service contract. Additional service options for licenses may be available for an additional charge. If a customer is providing their own hardware, they may decline this licensing feature as part of their service and TPx will no longer be responsible for licensing including license renewals. Failure to properly renew a license may result in a service disruption.		
Administrative Portal	Provide access to the device's management portal where the customer may view key information about the performance of their device	•	•
Device Reporting	Available summary reports sent to the customer upon request	+	
DASH Portal	Access to the TPx DASH portal provides the customer with the ability to open tickets and see the status of tickets	•	
	Included — monthly cost ■ Available — time & materials cost +		





Guaranteed performance over the cloud without headaches like multiple provider footprints, complex routing, skyrocketing expense, and connectivity or redundancy limitations.

Congratulations! You've added new locations and now look to grow on a regional and national stage. Your business is expanding — but can your network keep up?

With MSx WAN, you can count on guaranteed performance delivered over the cloud that creates seamless enterprise connectedness.

We'll take deployment headaches like multiple provider footprints, complex routing, skyrocketing expense and limited connectivity and redundancy options off your desk.

Migraine-inducing spotty Internet performance, inflexible static architecture and slow response times for critical apps can be distant memories. Distance, network hops, slow run times and bandwidth issues can go away.

The business map today reflects the greatly expanded, increasingly complicated world out there — and that presents challenges and opportunities that demand new tools, responses and approaches. MSx Managed SD-WAN gives you the resources you need to successfully navigate it, prosper and grow.

SD-WAN is game-changing technology

MSx WAN uses our state-of-the-art managed platform to deliver three key advantages that make your life less stressful:

Assured application performance

Transport-independent performance leverages economical bandwidth and enables Internet as enterprise grade WAN (Over-the-Top or OTT)

Business policy automation Simplified IT operation, zero-touch deployments and one-click service insertion

End-to-end management Direct cloud access with performance, reliability and security enable powerful end-to-end management

Orchestrator

Centralized installation, configuration and monitoring software orchestrates the data flow through the cloud network. It enables one-click provisioning of virtual services in the branch, the cloud, or the enterprise datacenter.

FEATURES & BENEFITS

Any transport MSx WAN supports all Internet transport options (EoX, Fixed Wireless, TDM, DSL/cable, and 4G LTE)

MPLS Integrates IPVPN and MPLS into a single private network. This includes both TPx MPLS, ①Net, and third party MPLS solutions

Any network Flexibility to leverage any Internet access regardless of service provider

Nationwide availability Option to "Bring vour own Bandwidth" allows for national off-net connectivity

Flexible bandwidth options Upgrade and downgrade bandwidth service licenses whenever you choose, at a prorated rate and no term renewal. (Equipment must support the allotted bandwidth.)

Quality performance We provide QoS over any network — no "best effort" here

> Cloud **Datacenters**

Secure connectivity MPLS traffic encrypted with VPN access to our MPLS network

Cloud VPN Dynamic edge-to edge communication via IPSec VPN connectivity

Active-active Leverage the total bandwidth of dual Internet connections

Flexible continuity options Failover options in the event of an unplanned circuit outage is bi-directional; both circuits back up each other

Inbound continuity Provides static public IPs between core network and gateway so internal devices can always be reached by remote users

Application Aware/Smart QoS Customized prioritization of key application data traffic

WAN optimization Forward error correction and Unity Boost improve circuit performance, reducing jitter, packet loss, and latency of apps

Orchestrator Read/Write Access Selfmanage your SD-WAN orchestrator with Read/ Write access or let TPx manage it for you

> 3rd Party Vendor Management Our support team is already working with customer providers, so they will make circuit repair calls on behalf of customers and are more experienced in getting escalation/resolution

> > Main

office



hybrid applications, computing and virtualized services.

TPx circuit Customer-provided circuit SD-WAN virtual circuit

A distributed network of SD-WAN edge devices and gateways deployed throughout our network provides optimized data paths to all applications, branches, datacenters and the cloud.



economical bandwidth and enables Internet as enterprisegrade WAN with improved cloud app performance.

Public Internet

MSX WAN USE CASES

Custom Profiles

A TPx Managed Services Router (MSR) enables your most critical applications, using smart control customer profiles that take the load off of your IT department. Out-of-the-box defaults set the Quality of Service (QoS) policies for common business objectives so IT simply has to establish traffic priority. Knowledge of application profile enables automation of QoS configurations and bandwidth allocations.

UCx/SIP Over the Top (OTT)

Get our UCx Unified Communications and SmartVoice SIP trunking solutions coast-to-coast anywhere there's a broadband connection. All voice traffic has a high priority policy so that it doesn't compete with public Internet traffic. The circuit may not be TPx, but the Managed Services Router, UCx and SmartVoice are — and we guarantee our performance.

Hybrid WAN

Our customers depend on us to provide them with secure, reliable VPNs leveraging an MPLS network. Expand your networking options with a hybrid private network by adding to or replacing expensive T1s with a low-cost, high-bandwidth Internet connection on your existing MPLS network. The resulting solution enables superior customer engagement and end-user experience while removing geographic barriers coast to coast. And you'll have the ideal foundation for future SD-WAN solutions as your needs and applications evolve.

WAN Optimization

WAN connections don't always perform as we expect. When performance degrades there is a hit to your productivity and revenue streams. We can help make sure your connections are optimized by maximizing the efficiency of data flow across your WAN. SD-WAN technology allows the MSR at your site to mitigate packet loss and latency to the managed services network and helps increase the speed and quality of access to critical apps and information.

Multi-circuit Connectivity/Continuity

Mix and match any type of transport provided by TPx or your local Internet or wireless provider to securely and seamlessly fail over to any or all of our core services — MPLS, DIA, SmartVoice, and UCx.

Two Circuits In this setup, both connections, are in active/active mode. That means that the MSR decides, for each traffic session, which path is the best path in that moment. You do not need to feel like you are paying for bandwidth you aren't

using.

Three Circuits For added peace of mind, you can utilize three circuits — all active or one in standby mode — for the ultimate measure of connection certainty.

4G LTE TPx is the first to offer SD-WAN over 4G LTE as primary, secondary and redundant options to reduce or eliminate the need for wireline connectivity. In primary configuration, all traffic SD-WAN is transported over the 4G network. In secondary mode, the 4G circuit is active but sharing throughput with a primary wired circuit. In failover mode, the 4G link is dormant until needed for automated failover of the primary circuit.

Inbound continuity This provides static public IPs between core network and gateway to support inbound Internet failover for remote users and web traffic. Without it, inbound traffic is limited to one circuit, which means that if it goes down, external sources can't reach the site or VPN.

Our managed services architects will work with you to build a customized solution

Your WAN can become a symphony of private network and OTT Internet connectivity.



WHY TPX

We're implementing MSx WAN so that you can stay ahead of evolving next-gen networks and take full advantage of the latest SD-WAN technology.

- Easily turn on new service
- Enjoy even better customer support
- Have increased application awareness
- Use whatever transport makes the most sense for your enterprise

Network flexibility

- Use our superior network or go over the top of any carrier — all with guaranteed performance since we manage the delivery
- We prioritize the cloud traffic according to your business priorities
- UCx and SmartVoice are always high priority
- Adjust bandwidth capacity seasonally with our flexible bandwidth option

Continuity service options

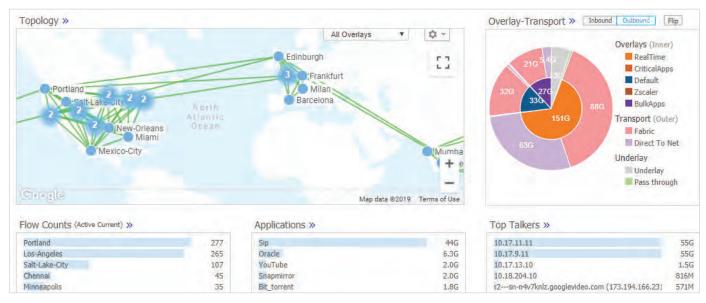
- Seamless failover/continuity
- Active/active circuit design
- Active 4G LTE primary or secondary line
- Inbound continuity
- MPLS, Internet, and voice

Managed services experience

- We know networks
- We *know* continuity
- We know customer service
- Third-party vendor support
- Smoother implementation
- Much faster trouble ticket resolution

MSx WAN provides optimized data paths across multiple active-active transport options through forward error correction and packet steering to maximize end-to-end quality of service.





Performance monitoring can uncover utilization and throughput issues by tracking application usage and identifying traffic spikes with specific apps.



Service Availability		Core	Optimum
Worldwide 24/7/365 Support			
Administrative Services			
Multi Services Router (MSR) Monitoring & Alerting	Utilizes a two minute threshold, that alerts on MSR(s) down status	•	•
VPN Tunnels Monitoring & Alerting	Utilizes a two minute threshold, that alerts on Links down supported by the MSR	•	
CPC/OTT Monitoring and Alerting	Notification to let customer know that the WAN interface is unavailable and the customer needs to contact their Internet provider	•	•
Hardware Assurance/Equipment RMA	In the event of an equipment failure, TPx will manage the replacement of the MSR.		
Configuration Management	TPx will respond to customer's requests to make configuration changes	•	•
Features			
Compliance	TPx's SD-WAN solution is PCI and HIPPA complaint		
Physical and Virtual MSR options		•	•
Static routes or dynamic routing protocols such as BGP and OSPF supported		•	•
Orchestrator Access	 Review up/down status of each connection and MSR Connection overview that shows bandwidth statistics Quality of Experience (QoE): Voice, Video, and transactional Monitor WAN connections and total packets received/sent, utilization, jitter, and latency Monitor network usage of application, app categories, devices, and operation systems Monitor network usage data of the destinations of the network traffic Monitor business policy characteristics according to the priority and the associated network usage data for a specific MSR 		
Multiple circuit design options	Active-ActiveActive-Active StandbyActive-Active-Active Active-Active-Active/Standby	•	•
MPLS Integration		•	•
Routing Policies		•	•
Two-Factor Authentication			

Available Features		Core	Optimum
Third Party Vendor Support	TPx will submit trouble tickets to a customer's third party Internet provider on their behalf when the OTT connection becomes unavailable. The vendor will provide a LOA that they have our mutual customer sign that authorizes us to work with the vendor on the customer's behalf.	•	
High Availability	High availability utilizes two MSRs with mirror configurations to provide redundancy		
Clustering	Clustering provides horizontal scalability for throughput and tunnel scale, by clustering multiple MSRs. MSR clustering also provides resiliency via the Active/Active High Availability (HA) topology that a cluster of SD-WAN MSRs would provide.	•	
TPx-provided 4G Connectivity			
Inbound Internet Failover Public IPs			
Nonstandard MSx WAN IPSec Tunnels	VPN tunnel configurations to access one or more non-VeloCloud sites	•	•
Boost	Significantly improves application response times across the WAN	•	•
Installation Options			
Remote Installation	The pre-configured MSR will be shipped at the specified customer location	-	
Professional Installation	TPx Technicians will assist with your service installation. If you choose to use TPx Professional Services for your installation we will preschedule a time for a Qualified Professional to arrive at your install address.	•	
Expedited Implementation	An expedited MSx Managed SD-WAN project is based on a twenty-one business day schedule, versus 45 days	•	

