



REQUEST FOR PROPOSALS:
CYBERSECURITY PRODUCTS & SERVICES

RFP #:
COG-2127

ISSUED BY:
The Cooperative Council of Governments
On Behalf of Equalis Group

*6001 Cochran Road, Suite 333
Cleveland, Ohio 44139*

DATED:
January 28, 2022

SECTION THREE:
Part A – General Terms and Conditions of Master
Agreement

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

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

1. RECITALS

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

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

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

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

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

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

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

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

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

2. TERMS & CONDITIONS

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

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

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

e. **Order of Precedence.**

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

2.6. **Confidentiality.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. If to **CCOG**:

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

ii. If to **EQUALIS**:

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

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

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

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

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

2.19. Nondiscrimination & Intimidation.

- a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

- b. Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.

- c. Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal

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

TECHNICAL PROPOSAL

- Proposal Form 1: Technical Proposal**

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

- Proposal Form 2: Cost Proposal**

OTHER REQUIRED PROPOSAL FORMS:

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

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PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. <u>OVERVIEW & QUALIFICATIONS</u>	
1.1. Company Information	
1.1.1. Company Name:	DLT Solutions, LLC
1.1.2. Corporate Street Address:	2411 Dulles Corner Park, Suite 800 Herndon, VA 20171
1.1.3. Remittance Address:	2411 Dulles Corner Park, Suite 800 Herndon, VA 20171
1.1.4. Main Telephone Number:	(703) 709-7172
1.1.5. Website:	www.dlt.com
1.1.6. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	<p>DLT Solutions was founded in 1991 and has been in business under its original name for more than 30 years.</p> <p>DLT accelerates Public Sector growth for technology companies. Since 1991, DLT has been dedicated to working with the U.S. Public Sector to solve IT challenges including cloud migration, protection against cybersecurity threats, and data center optimization and consolidation. DLT is a US-based, award-winning provider of Government IT and Cloud Solutions, distinguished for its market knowledge and expertise with its world-class software and hardware manufacturer partners. DLT is differentiated by acquiring deep subject matter knowledge and providing solution delivery to better serve public sector customers. DLT operates from a central office at 2411 Dulles Corner Park Suite 800, Herndon, VA 20171.</p> <p>In November 2019, DLT Solutions became a wholly owned subsidiary of Tech Data. Tech Data was founded in 1974. The company is ranked No. 88 on the Fortune 500 and has been named one of Fortune’s World’s Most Admired Companies for 10 straight years. In September 2021, Tech Data merged with the Synnex Corporation to become TD-Synnex, creating the largest global IT distributor with a combined \$59.8B in revenue. Together, DLT and TD-Synnex offer the scale of a value-added global distributor coupled with the niche expertise of the longest-serving, premier public sector aggregator.</p>

<p>1.1.7. Legal Structure. Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.</p>	<p><input type="checkbox"/> Corporation – provide the State of incorporation and the company ownership structure.</p> <p><input type="checkbox"/> <i>Partnership</i> – provide the State of registration and the names of all partners.</p> <p><input type="checkbox"/> <i>Sole Proprietorship</i> – provide the State of registration and the name and title of the principal.</p> <p><input type="checkbox"/> <i>Joint Venture</i> – provide the State of registration and the names and titles of all principals.</p> <p><input checked="" type="checkbox"/> <i>Other</i> – provide detailed description of corporate structure and ownership.</p> <p>DLT is a single member limited liability corporation owned 100% by Tech Data Corporation. It is a fully disregarded entity and does not file its own tax return with the IRS.</p>	
<p>1.1.8. Federal Tax ID# or Social Security #:</p>	<p>Bidder Tax ID#: 54-1599882</p>	
<p>1.1.9. Primary Point of Contact. Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:</p>	<p>Contact Name:</p>	<p>Mitchell Soni</p>
	<p>Title:</p>	<p>Senior Manager</p>
	<p>Phone:</p>	<p>(703) 801-1116</p>
	<p>E-Mail Address</p>	<p>Mitchell.Soni@dlt.com</p>
<p>1.1.10. Authorized Representative. Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).</p>	<p>Contact Name:</p>	<p>Elizabeth White</p>
	<p>Title:</p>	<p>Director of Contracts & Corporate Counsel</p>
	<p>Phone:</p>	<p>(703) 709-7172</p>
	<p>E-Mail Address</p>	<p>Beth.White@dlt.com</p>

1.2. Financial Strength & Legal Considerations	
<p>1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters. Note: you may mark this information as a “Trade Secret” per the terms outlined in the RFP.</p>	<p>DLT Solutions’ DUNS Number is 78-6468199. DLT financial systems are reviewed annually for adequate internal controls because we have hundreds of prime and subcontractor awards. We have stringent accounting and financial controls in place to track quotes, orders, hours, expenses, and costs in accordance with applicable procurement regulations. Additionally, over the years DLT Solutions has gone through multiple pre-award government audits and has always been deemed to have adequate billing and accounting systems.</p> <p>DLT Solutions is a wholly owned subsidiary of TD-Synnex. For additional financial information, please see https://ir.synnex.com/financials/default.aspx.</p>
<p>1.2.2. Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.</p>	<p>N/A - DLT has not been involved in any bankruptcy or insolvency proceedings within the last 3 years.</p>
<p>1.2.3. Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.</p>	<p>N/A – Neither the Company nor its Officers or Directors have been subject to any material litigation or investigations related to its performance under any government contract within the last 3 years.</p>
1.3. Industry Qualifications	
<p>1.3.1. Company Identification. How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?</p>	<p>DLT Solutions is a distributor of commercial-off-the-shelf (COTS) software and hardware, exclusively focused on serving the public sector.</p>
<p>1.3.2. Manufacturer Authorization. If your company is best</p>	<p>DLT has provided written manufacturer authorization for each OEM included in our bid as a separate attachment.</p>

<p>described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor, dealer, or reseller on behalf of the manufacturer of the product(s) proposed in this RFP.</p>	
<p>1.3.3. Network Relationship. If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?</p>	<p>N/A</p>
<p>1.3.4. Industry Experience. How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	<p>DLT Solutions has served the public sector as a provider of COTS software and hardware solutions for more than 30 years. 100% of DLT's revenue is generated from sales to public sector end users, either directly to the customer or via distribution through resellers.</p>
<p>1.3.5. Geographic Reach. Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>DLT Solutions services all areas of the United States, including Hawaii, Alaska, Puerto Rico, and other territories (OCNUS).</p>
<p>1.3.6. Certifications and Licenses. Provide a detailed explanation</p>	<p>DLT Solutions holds an ISO 9001:2015 certification for Quality Management Systems. Proof of ISO certification has been uploaded as a separate attachment.</p>

<p>outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p>NOTE: Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 - Certifications and Licenses.</u></p>	
<p>1.3.7. Awards. Describe any relevant awards received by your company for its products, services, innovation, and/or operations. Include information about the issuing organization and the year(s) the award was issued to your company.</p>	<p>DLT’s continued commitment to provide our customers with the latest technologies and corresponding technical expertise have been recognized in the industry. We have received the following Awards and Distinctions:</p> <ul style="list-style-type: none"> • 2021 LogRhythm Federal Distributor of the Year • 2021 Blackboard Public Sector Partner of the Year • 2021 Autodesk One Team Award • 2020 Defense News Top 100 (#93) • 2020 Washington Technology Top 100 (#64) • Quest Public Sector Partner of the Year • CRN’s 2020 Channel Chiefs • 2019 Washington Technology Top 100 (#63) • 2019 CRN S&P Top 500 (#42) • 2019 IES Excellence in Sales Innovation Award • 2018 Hortonworks Distributor of the Year Award • 2018 Government Marketing University Gainer Innovation Award • 2017 IDC Government Insights Federal IT Top 50 • 2017 Bloomberg Government BGOV200 • 2017 Washington Technology Top 100 • 2017 CRN’s Solution Provider 500 • 2017 Red Hat Cloud Partner of the Year • 2017 Executive Mosaic Wash100 • 2016 Red Hat Public Sector Cloud Partner of the Year • 2016 Red Hat Public Sector Partner of the Year • 2016 Red Hat Middleware Partner of the Year

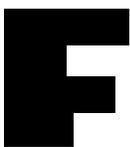
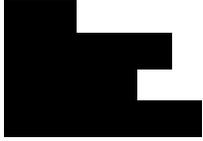
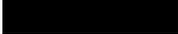
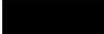
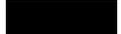
- 2016 CRN Solution Provider 500 (#39)
- 2016 Washington Technology Top 100 Contractors (#56)
- 2016 Selling Power - 50 Best Companies to Sell For (#34)
- 2016 IES Sales & Excellence Awards - Excellence in Sales Innovation
- 2016 Bloomberg BGOV200 (#140)
- 2016 CRN's Women of the Channel
- 2016 IDC Government Insights Federal IT Rankings (#72)
- 2015 Symantec North American Public Sector Healthcare Growth Partner of the Year
- 2015 Veritas Americas Partner of the Year
- 2015 Red Hat's Public Sector Partner of the Year
- 2015 Washington Technology Top 100 Contractors (#59)
- 2015 CRN Solution Provider 500 (#35)
- 2015 Bloomberg BGOV200 (#151)

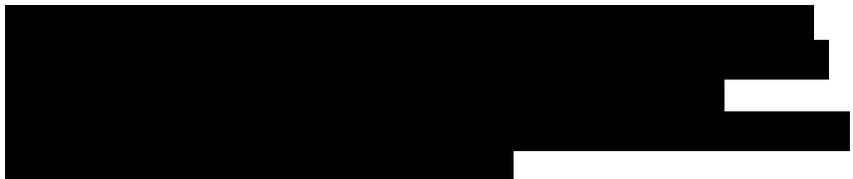
For awards prior to 2015, go to <https://www.dlt.com/about#tab-861-2>.

1.4. Industry Qualifications

1.4.1. Public Sector Cooperative Contracts.
 What Public Sector Cooperative Contracts (e.g., state term contracts, public sector cooperatives, etc.) does your company have in place to provide products & services defined in this RFP? For each contract, when was the contract established, what is the expiration date, and how much annual revenue does your company generate through the contract(s) in each of the last three (3) calendar years?

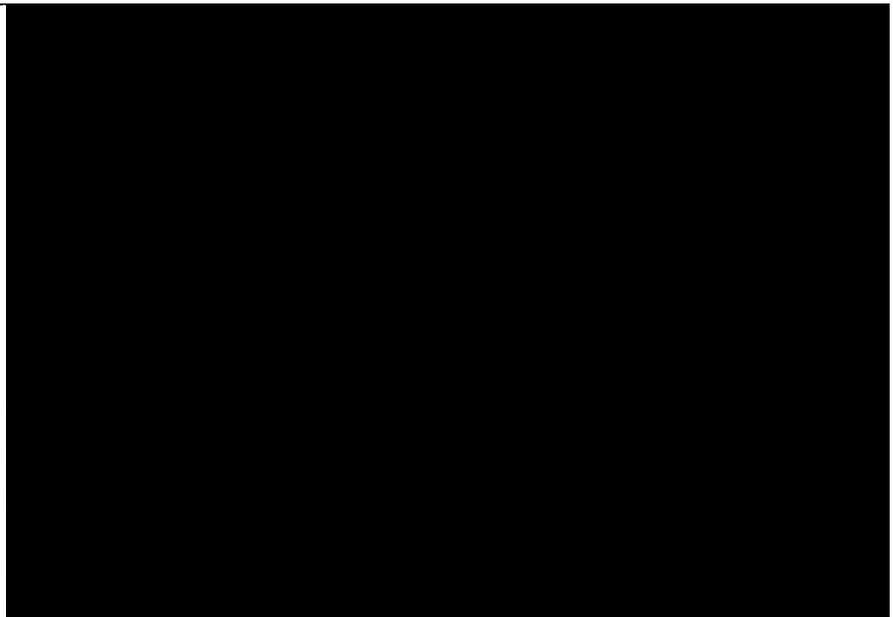
DLT Solutions' response to this question is hereby marked as proprietary and confidential Trade Secret Information, and thus exempt from disclosure. The Trade Secret Information described below is being shared for evaluation purposes only; it shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal.

<p>1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?</p>	<p>DLT Solutions' response to this question is hereby marked as proprietary and confidential Trade Secret Information, and thus exempt from disclosure. The Trade Secret Information described below is being shared for evaluation purposes only; it shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal.</p> 
<p>1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	<p>DLT Solutions' response to this question is hereby marked as proprietary and confidential Trade Secret Information, and thus exempt from disclosure. The Trade Secret Information described below is being shared for evaluation purposes only; it shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal.</p> 
<p>1.4.4. Public Sector Strategic Growth Plan. Describe your company's three to five-year public sector sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company's total revenue generated by local governments and educational institutions in each of the last three (3) calendar years?</p> <p>What percentage of your company's total annual revenue is generated by sales to</p>	<p>DLT Solutions' response to this question is hereby marked as proprietary and confidential Trade Secret Information, and thus exempt from disclosure. The Trade Secret Information described below is being shared for evaluation purposes only; it shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal.</p> 

local governments and educational institutions?

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



	[REDACTED]

	[REDACTED]

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
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<p>1.4.5. Customer References. Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ol style="list-style-type: none"> a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, d. Notes or other pertinent information relating to the customer and/or the products and services your company provided. 	<p>Due to the large number of prospects investigating DLT’s solutions and services, we respectfully request that any contact with our customer references be initially coordinated through DLT Solutions directly. This is a professional courtesy to all organizations involved and, of course, will be extended to your organization in the event you become a customer. We will be happy to provide the specific contact information for all references, at the appropriate time, as part of your ongoing evaluation of our proposal.</p> <p><u>Reference 1</u></p> <ul style="list-style-type: none"> • Customer Name: Duke University • Customer Contact Name: Richard Bieber • Product Offering: 65,000 CrowdStrike endpoints hosted on CrowdStrike platform offering • Period of Performance: October 2017 through present <p><u>Reference 2</u></p> <ul style="list-style-type: none"> • Customer Name: State of New Jersey • Customer Contact Name: Mike Geraghty • Product Offering: 63,000 CrowdStrike endpoints hosted on CrowdStrike platform offering • Period of Performance: April 2019 through present <p><u>Reference 3</u></p> <ul style="list-style-type: none"> • Customer Name: City of Las Vegas, NV • Customer Contact Name: Michael Sherwood • Product Offering: 4,000 CrowdStrike endpoints hosted on CrowdStrike platform offering • Period of Performance: January 2020 through present <p><u>Reference 4</u></p> <ul style="list-style-type: none"> • Customer Name: Emory University • Customer Contact Name: Derek Spransy • Product Offering: 53,000 CrowdStrike endpoints with desktops & servers, NGAV, EDR, and Overwatch • Period of Performance: January 2021 through present <p><u>Reference 5</u></p> <ul style="list-style-type: none"> • Customer Name: Minnesota Executive Branch • Customer Contact Name: Stacy Kaiser • Product Offering: 62,000 CrowdStrike endpoints with desktops & servers, NGAV, EDR, and Overwatch • Period of Performance: January 2021 through present
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	<p>Reference 6</p> <ul style="list-style-type: none"> • Customer Name: University of Texas • Customer Contact Name: Tod Maxwell • Product Offering: BitSight Total Risk Monitoring, SPM Strategy, SPM Subsidiary • Period of Performance: January 2020 through present <p>Reference 7</p> <ul style="list-style-type: none"> • Customer Name: State of California • Customer Contact Name: John Cleveland • Product Offering: BitSight SPM Management, SPM Subsidiary • Period of Performance: September 2019 through present
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2. Products & Services

2.1. PRODUCTS & SERVICES

<p>2.1.1. Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p>IMPORTANT. This description along with the products and services included in the <u>Attachment B – Cost Proposal</u> will be utilized to define the overall products and services available under a resulting contract.</p>	<p>At this time, DLT is offering pricing for the following cybersecurity OEM products:</p> <ul style="list-style-type: none"> • BitSight • CrowdStrike • Menlo Security • Sumo Logic <p>Please see DLT’s Attachment B Cost Proposal for pricing information associated with each OEM.</p>
<p>2.1.2. Open Market Products. Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.</p>	<p>DLT Solutions’ extensive network of supplier relationships would provide CCOG and Equalis Group with significant additional value during the term of the proposed contract. We look forward to the potential expansion of the CCOG agreement to our full line of cybersecurity manufacturers and appreciate the opportunity to work together to bring software products and services to State, Local, and Education entities across the country.</p> <p>DLT understands that additional documentation would be needed for any value add products or services to be considered for official inclusion on the award of this solicitation. For informational purposes only, we have included DLT’s Strategic Line Card as a contract value add. DLT looks forward to the opportunity to onboard additional cybersecurity manufacturers during the life of the contract. The available brands include Software Publishers from 6 focused technology domains:</p>

	<p>Cybersecurity, Cloud Computing, Big Data & Analytics, Business Applications, IT Infrastructure, and Application Lifecycle.</p>
<p>2.1.3. Differentiators. Describe what differentiates your company’s products and services from your competitors.</p>	<p>DLT accelerates Public Sector growth for technology companies. Since 1991, DLT has been dedicated to working with the U.S. Public Sector to solve IT challenges including protection against cybersecurity threats, cloud migration, and data center optimization and consolidation. DLT is a US-based, award-winning provider of government IT and cloud solutions, distinguished for its market knowledge and expertise with its world-class software and hardware manufacturer partners. DLT is differentiated by acquiring deep subject matter knowledge and providing solution delivery to better serve public sector customers.</p> <p>DLT’s go-to-market expertise is focused on six core technology domains; Cloud Computing, Big Data & Analytics, Cybersecurity, Application Lifecycle, Business Applications, and IT Infrastructure which are strategically crafted around how our technology partners, customers, and vendors go to market. DLT consistently grows its business year over year; our ability to broker vendor and customer relationships, along with our commitment to unparalleled customer satisfaction, enabled the company to achieve more than \$1.3 billion in 2021 bookings across more than 27,000 customer delivery orders.</p> <p>DLT has tightly integrated itself with some of the most prominent IT software and hardware manufacturers in the world including Amazon Web Services, Autodesk, BitSight, Checkmarx, CrowdStrike, Google, LogRhythm, NetApp, Netscout, Oracle, Red Hat, McAfee, and Quest, among others. With our extended product portfolio, multiple procurement vehicles, and award-winning track record, DLT confidently supports public sector clients with the technology they need, when they need it.</p> <p>Currently, DLT has more than 280 employees at our offices in Herndon, Virginia, including approximately 150 sales representatives. Based on DLT’s deep investments to support our manufacturer partnerships, DLT has earned many of our manufacturer’s highest level partnerships, and is often a vendor’s largest or sole partner supporting the Public Sector. With these high-level partnerships, DLT is able to provide our customers with a superior level of support and, equally important, very competitive pricing, adding value in the form of cost savings throughout the life of the contract.</p> <p>Please see Section 1.4.4 of this response for additional information on DLT’s differentiated value within the public sector IT channel. DLT has also provided information below that is specific to each vendor’s value within the cybersecurity space.</p> <p><u>BitSight</u></p> <p>BitSight provides trusted data and insights that enable risk-based decision making for the world's insurers, investors, enterprises, and governments; the company pioneered the security ratings industry in</p>

	<p>2011, creating the world's first cybersecurity ratings platform. Organizations purchase BitSight's services to better understand security risks associated with sharing sensitive data with business partners. BitSight produces ratings for more than 200,000 organizations and is known around the world as a trusted analytic to help organizations understand and manage cyber risk.</p> <p><u>CrowdStrike</u></p> <p>CrowdStrike has redefined cybersecurity with the world's most advanced cloud-native platform that protects and enables the people, processes and technologies that drive modern enterprise. CrowdStrike secures the most critical areas of enterprise risk – endpoints and cloud workloads, identity, and data – to keep customers ahead of today's adversaries and stop breaches. Powered by the CrowdStrike Security Cloud, the Falcon Platform leverages real-time indicators of attack, threat intelligence on evolving adversary tradecraft and enriched telemetry from across the enterprise to deliver hyper-accurate detections, automated protection and remediation, elite threat hunting and prioritized observability of vulnerabilities – all through a single, lightweight agent. With CrowdStrike, customers benefit from superior protection, better performance, reduced complexity and immediate time-to-value.</p> <p><u>Menlo Security</u></p> <p>Menlo Security is at the forefront of the shift of application workloads to the cloud —empowering organizations to adapt and map their journey to Secure Access Service Edge (SASE) and beyond. Menlo products are built on Zero Trust principles and leverage isolation as a core architectural pillar to eliminate malware, secure work, and protect productivity. Menlo Security is a Gartner Visionary and supports the largest cloud Secure Web Gateway (SWG) in the world</p> <p><u>Sumo Logic</u></p> <p>Sumo Logic is a cloud-based machine data analytics company focusing on security, operations and BI use cases. Sumo Logic provides log management and analytics services that leverage machine-generated big data to deliver real-time IT insights and reduce customer's time to investigate security and operational issues. Sumo Logic provides out-of-the-box integrations with AWS, Google Cloud, and Microsoft Azure, and supports hybrid and on-premise environments.</p>
<p>2.1.4. Manufacturing. If best identified as a manufacturer, describe your manufacturing process and any advantages it offers over your</p>	<p>N/A – DLT is not a manufacturer of IT products.</p>

<p>competitors. Your response may include, but is not limited to, facility locations, explanation of the materials used during various manufacturing processes, a description of the inspection & quality control processes, and identification of manufacturing certifications (e.g., ISO).</p>	
<p>2.1.5. <i>Warranty.</i> Provide a copy of the manufacturer’s warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <u>Attachment B – Cost Proposal.</u></p>	<p>DLT will provide a warranty for all products and services in accordance with the relevant manufacturer’s standard commercial warranty. End User License Agreements (with applicable warranties) have been provided for each manufacturer as a separate attachment.</p>
<p>2.2. Additional Services</p>	
<p>2.2.1. <i>Turnkey Capabilities.</i> Describe the capabilities available through your company and, if applicable, your authorized network of dealers, distributors, and resellers that support your ability to provide turnkey solutions to Equalis Group Members. Your</p>	<p>DLT is capable of selling both directly and through a reseller Partner to Customers in all 50 states, including U.S. Territories and Outlying Areas. From our central office in Herndon, VA DLT sales personnel provide remote sales support to Customers across the country. For service engagements that require an onsite presence, DLT’s channels program uses a network of more than 1,000 Partners nationwide to provide a broad range of professional, consulting, and managed services.</p>

<p>response may include, but is not limited to, site assessment, equipment consultations & recommendation, installation, inspection, and maintenance.</p>	
<p>2.2.2. Installation or Set-up. Is installation or set-up available to Members as a part of your proposal?</p>	<p>Yes – installation, integration, and other professional services are available at an additional cost to be negotiated with each customer at the order level.</p>
<p>2.2.3. Installers. If you responded Yes to the previous question, is the installation service performed by a company owned installation team or one of your dealers or resellers?</p>	<p>Installation, integration, and other professional services are typically delivered via a certified dealer/reseller.</p>
<p>2.2.4. Qualifications. Describe the qualification of your installation and set-up crews. Your response may include, but is not limited to, training and certification requirements.</p>	<p>DLT is capable of selling both directly and through a reseller Partner to Customers in all 50 states, including U.S. Territories and Outlying Areas. From our central office in Herndon, VA DLT sales personnel provide remote sales support to Customers across the country. For service engagements that require an onsite presence, DLT’s channels program uses a network of more than 1,000 partners nationwide to provide a broad range of professional, consulting, and managed services. DLT has provided a small sample of those partners in the Partner Business Profiles table below:</p>
<p>DLT Partner Business Profiles</p>	
	<p>CDW Corporation (Nasdaq:CDW) is a leading multi-brand provider of information technology solutions to business, government, education and healthcare customers in the United States, the United Kingdom and Canada. A Fortune 500 company and member of the S&P 500 Index, CDW was founded in 1984 and employs approximately 13,900 coworkers. For the year ended December 31, 2021, the company generated Net sales of approximately \$21 billion. For more information about CDW, please visit www.CDW.com.</p>

	<p>Our broad array of products and services range from hardware and software to integrated IT solutions such as security, cloud, hybrid infrastructure and digital experience.</p>
	<p>SHI International is 5,000 ridiculously helpful, talented and diverse teammates working together and proving that a global solutions provider can have the focus, agility, scale and expertise to meet the unique business and IT needs of your organization, every day.</p> <p>More than 15,000 corporate, enterprise, government and academic organizations rely on SHI to support their transformation, collaboration, security and optimization needs. Three decades of private ownership and consistent, organic growth (through neither merger nor acquisition) have allowed for constant reinvestment into our business to ensure SHI delivers custom, cutting-edge IT solutions backed with world-class customer support.</p> <p>Headquartered in Somerset, NJ and with major operations centers in Austin, TX, Milton Keynes, UK and a growing local presence around the world, SHI finished 2021 with more than \$12 billion in annual revenue.</p>
	<p>Presidio is a Global Digital Services and Solutions Provider delivering customers the secure cloud environments that form the backbone of digital transformation. We guide you from initial assessments, strategy and consulting – to implementation and deployment – to managed services that run IT for you, topped off with a suite of flexible financing and consumption options to simplify procurement. Our services experts are thinkers AND doers focused on accelerating business outcomes for customers in all industries.</p>
	<p>WWT is a financially strong, privately held global technology service provider with over 30 years experience servicing the world's largest and most innovative organizations. WWT operates at the forefront of innovation and progress, working with our clients all over the world to take them into the future. Move faster with managed IT solutions -- from user end-points, servers and virtualization to cloud computing, automation and IT optimization; simplify transformation with strategic consulting expertise and an ability to seamlessly execute complex IT deployments worldwide; we are thinkers and doers. We combine strategy and execution to help organizations accelerate growth and realize a brighter future. We turn complex technology solutions into a practical and actionable way forward. Then we help deliver them globally.</p>
	<p>DigitalEra Group is a leading solution provider of network and cybersecurity products and services for businesses throughout the U.S. and Caribbean. We were founded in the year 2000.</p>

	<p>For decades, we have developed relationships with a portfolio of “World-Class” IT solution providers, giving us access to the most sophisticated, effective, security products. “We Live and Breathe Security,” and our number one goal is to help our customers prevent security breaches.</p>
	<p>MicroShare provides leading-edge network security solutions with a focus on unparalleled customer service. From our highly trained security engineers to our business support group, the entire MicroShare team is committed to delivering quality solutions and services. Our mission statement since founding in 1994: MicroShare does not seek to be all things to all clients, we seek to be all things to OUR clients.</p>
	<p>From Cloud and Data Center, Security, Collaboration, Networking and AI to Digital Transformation, Managed and Professional Services or Financing, ePlus brings a vast perspective that helps organizations design, orchestrate and seamlessly implement versatile technology solutions. Our unparalleled expertise has been refined over more than three decades, allowing customers to maximize the return on their technology investments.</p>
	<p>Optiv works alongside clients to manage cyber risk and equip them with perspectives and programs to accelerate business progress.</p> <p>Our real-world experience, deep vertical expertise and diverse teams enable us to face any challenge with confidence. We put you at the center of our unmatched ecosystem of people, products, partners and programs to design and implement agile solutions. Our adaptive approach continually assesses risk in the context of cyber and broader objectives to secure today’s business and fortify it for the future. At Optiv, we manage cyber risk so you can secure your full potential.</p>
	<p>At Mainline, we use our technical skills and consultative approach to build solutions for our customers that enable them to tackle their most critical business initiatives. We develop long-term relationships with our clients because we work closely with them and gain their trust.</p> <p>When companies work with us, they also benefit from our strategic partnerships with industry technology leaders. The team at Mainline supports customers through the entire lifecycle of the solutions we build and implement for them.</p>
	<p>Kudelski Security is a leading cybersecurity company with one major goal: to disrupt the cybersecurity status quo. We partner with our clients to enhance their cyber confidence, threat immunity and data-</p>

	<p>protection through our comprehensive consulting, technology engagements, managed security services, and ability to innovate to create new capabilities.</p> <p>With offices and labs in Switzerland, London, Singapore, Taiwan, Germany, France and the United States, we leverage a rich history of engineering and innovation to develop real solutions to our clients' toughest cybersecurity challenges.</p>
	<p>With upwards of 30 years in the cyber security industry, Atlantic Data Security is experienced in all the essential elements of an organization's security infrastructure. We are fully trained on the security solutions we represent, and provide end-to-end value from architecture to professional services, managed services, post-deployment support, and consulting.</p> <p>Our success hinges on your success. That is why we developed a security model to secure and prepare your organization against potential threats that are now a given in today's business world. Our goal is to be an extension of your existing IT team, helping you to accelerate your business by providing a resilient and secure working environment.</p>
	<p>Sequel Data Systems offers relentless technology services. Our team combines innovative solutions with results-obsessed customer service so you don't have to fear your business's transformation. Established in 1986 as a Digital Equipment Corporation VAR, we have grown to become one of the largest enterprise-focused consulting firms in Texas.</p>
	<p>Guidepoint connects clients with vetted subject matter experts—Advisors—from our global professional network. Our clients leverage the insights and perspectives shared by our Advisors to stay informed and make better business decisions. You'll learn from the right Advisors every time, vetted to ensure consistency with Guidepoint's industry-leading compliance platform. Your services are scheduled and provided in a timely manner so you can begin learning from Advisors as soon as possible.</p>
<p>2.2.5. Training. If yes, provide a description of the training services offered. Note: <i>Training services are not limited to those provided to the members but can also extend to the training</i></p>	<p>DLT offers a wide variety of training services. These include:</p> <p><u>Training Customers on OEM Products</u> OEM-specific training is typically purchased from the OEM, either as a self-guided educational suite or as formal classes taught by a certified instructor. DLT also offers customers and partners training and certification courses through TD-Synnex's award-winning ExitCertified® training business.</p>

<p><i>you provide you dealers, distributors, and resellers.</i></p>	<p><u>Training the DLT Sales Force</u> Sales force training in the DLT organization is centralized through our corporate training program, DLT University. DLT University offers instructor-led training along with 24/7/365 access to online courses and organizational knowledge banks. Continuous learning is a highly valued practice at DLT, and upon award the DLT PMO team will develop a curriculum to educate the sales force on how to use and market the CCOG agreement. This course will serve to raise awareness of the agreement, instruct representatives in how to drive revenue through the vehicle, and ensure compliance on all orders received under the contract.</p> <p><u>Training DLT’s Channel Partners</u> DLT channel partners receive sales-driven training and enablement, access to vertical market experts, pre-sales, sales and technical support, and access to demand creation resources. DLT also offers partners and customers training and certification courses through TD-Synnex’s award-winning ExitCertified® training business. Our vertical strategy empowers our partners and vendors to align with specialization in high-growth vertical markets and technology areas to grow their businesses faster than average market rates.</p>
<p>2.2.6. Maintenance Services. If yes, provide a description of the maintenance services included in your proposal.</p>	<p>DLT offers a wide variety of maintenance services specific to each OEM and channel partner. Generally speaking, OEM maintenance is focused on maintaining software through access to updated versions through annual renewals. DLT supports the proactive management of the maintenance and renewal process through a standard procedure honed over more than 30 years of working with the public sector. We focus on proactively filing all renewal proposals at least 120 days before the end of any period of performance in order to ensure quotes are included in relevant government budget requests.</p> <p>The expansive network of DLT channel partners is able to offer the full spectrum of maintenance, managed, and professional services associated with maintaining a high level of cybersecurity. These services include, but are not limited to:</p> <ul style="list-style-type: none"> ● Incident Response ● Compromise Assessment ● Vulnerability Assessment ● Implementation Services ● Penetration Testing ● Information Security Awareness ● Managed Services <p>DLT also provides Managed Services directly. The DLT Managed Services offering comprises the proven DLT management methodology and suite of tools, coupled with DLT vendor-certified engineering oversight, allowing users the ability to have DLT monitor, manage, and provision their environments to meet their requirements via a safe, secure and methodical means.</p>

	<p>Built on vendor Partners’ proven framework, our cloud platform offerings allow your Customers to rapidly procure IT services, scale up or down as needed and release when finished, resulting in the perfect mix of cost savings, improved service deliverability, and increased productivity for your agency. DLT Managed Services supports the entire life cycle of services. From design and implementation to management and support, we offer a unique “train-mentor-deliver” approach that guarantees rapid Customer adoption and maximum self-efficiency. DLT Managed Services also provides our Customers with ongoing managed services including support, monitoring and maintenance to ensure continuity and consistency within your cloud environment.</p>
<p>2.3. Value Add</p>	
<p>2.3.1. Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract’s participating agencies.</p>	<p>DLT Solutions’ extensive network of supplier relationships would provide CCOG and Equalis Group with significant additional value during the term of the proposed contract. We look forward to the potential expansion of the CCOG agreement to our full line of cybersecurity manufacturers and appreciate the opportunity to work together to bring software products and services to State, Local, and Education entities across the country.</p> <p>DLT understands that additional documentation would be needed for any value add products or services to be considered for official inclusion on the award of this solicitation. For informational purposes only, we have included DLT’s Strategic Line Card as a contract value add. DLT looks forward to the opportunity to onboard additional cybersecurity manufacturers during the life of the contract. The available brands include Software Publishers from 6 focused technology domains: Cybersecurity, Cloud Computing, Big Data & Analytics, Business Applications, IT Infrastructure, and Application Lifecycle.</p>
<p>3. Business Operations</p>	
<p>3.1.1. Logistics</p>	
<p>3.1.2. Distribution Capabilities. Describe how supplier proposes to distribute the products/services in Bidder’s defined geographic reach.</p>	<p>DLT Solutions support sales to all states and U.S. territories, and operates from a central office in Herndon, Virginia. Software products purchased from DLT or its resellers are downloaded by the customer via the internet. Hardware products purchased from DLT or its resellers are shipped to customers directly from the manufacturer.</p>
<p>3.1.3. Distribution Centers. Provide the number, size and location of Supplier’s distribution</p>	<p>N/A - Software products purchased from DLT or its resellers are downloaded by the customer via the internet. Hardware products purchased from DLT or its resellers are shipped to customers directly from the manufacturer.</p>

<p>facilities, warehouses, and retail network as applicable.</p>	
<p>3.1.4. Supply Chain. Identify all other companies that will be involved in processing, handling, or shipping the products or services to the Equalis Group Member.</p>	<p>Software products purchased from DLT or its resellers are downloaded by the customer via the internet. Hardware products purchased from DLT or its resellers are shipped to customers directly from the manufacturer.</p>
<p>3.1.5. Fill Rates. Provide fill rates and average delivery timeframes met by specific distribution centers.</p>	<p>N/A – DLT does not operate distribution centers.</p>
<p>3.1.6. On Time Delivery Rate. Provide your average on-time delivery rate.</p>	<p>Software purchased through DLT is typically available for download in less than 24 business hours post-order.</p>
<p>3.1.7. Expedited Orders. Describe your approach to handling emergency orders and/or service. Your description may include, but is not limited to, response time, breadth of service coverage, and service level.</p>	<p>The DLT Solutions Sales, Contracts, and Marketing support team is available Monday to Friday 8:30 a.m. to 5:30 p.m. EST. However, it has been our experience that the processing of orders and the need for customer and technical service spikes throughout the course of the year, reflecting various fiscal year ends and other deadlines. As such, we use a cross-trained workforce to adapt to high-volume workloads and provide extended coverage when needed to ensure that resources are available to Customers as-needed during non-work hours, especially during End of Month (EOM) and End of Quarter (EOQ).</p>
<p>3.2. Customer Service</p>	
<p>3.2.1. Customer Service Department. Describe your company’s customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives.</p>	<p>The DLT Solutions Sales, Contracts, and Marketing support team is available Monday to Friday 8:30 a.m. to 5:30 p.m. EST. However, it has been our experience that the processing of orders and the need for customer and technical service spikes throughout the course of the year, reflecting various fiscal year ends and other deadlines. As such, we use a cross-trained workforce to adapt to high-volume workloads and provide extended coverage when needed to ensure that resources are available to Customers as-needed during non-work hours, especially during End of Month (EOM) and End of Quarter (EOQ).</p>

<p>Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>	
<p>3.2.2. <i>Complaint Resolution.</i> Describe your customer complaint resolution process. Describe how unresolved complaints are handled.</p>	<p>The DLT sales team is available to serve as the first line of support in any problem resolution process. Any service or product issues are escalated internally to a Sales Manager; if DLT is unable to resolve the problem we will facilitate support directly from the manufacturer to resolve the issue.</p>
<p>3.3. Customer Set Up; Order & Invoice Processing; Payment</p>	
<p>3.3.1. <i>Authorized Distributors, Agents, Dealers, or Resellers.</i> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers.</p> <p>NOTE: Bidders intending to authorize distributors, agents, dealers, or resellers must complete Proposal Form 6 - Dealer, Distributor and Reseller Authorization Form.</p>	<p>DLT is capable of selling both directly and through a reseller Partner to Customers in all 50 states, including U.S. Territories and Outlying Areas. From our central office in Herndon, VA DLT sales personnel provide remote sales support to Customers across the country. For service engagements that require an onsite presence, DLT’s channels program uses a network of more than 1,000 partners nationwide to provide a broad range of professional, consulting, and managed services. See Proposal Form 6 and Section 2.4.4 of this response for additional information.</p>
<p>3.3.2. <i>Customer Set Up.</i> Once an Equalis Group Member decides to accept your company’s proposal for products and</p>	<p>Accepting a quote and issuing an order based on the terms of the DLT quote and CCOG agreement are sufficient for any Member to become a DLT customer.</p>

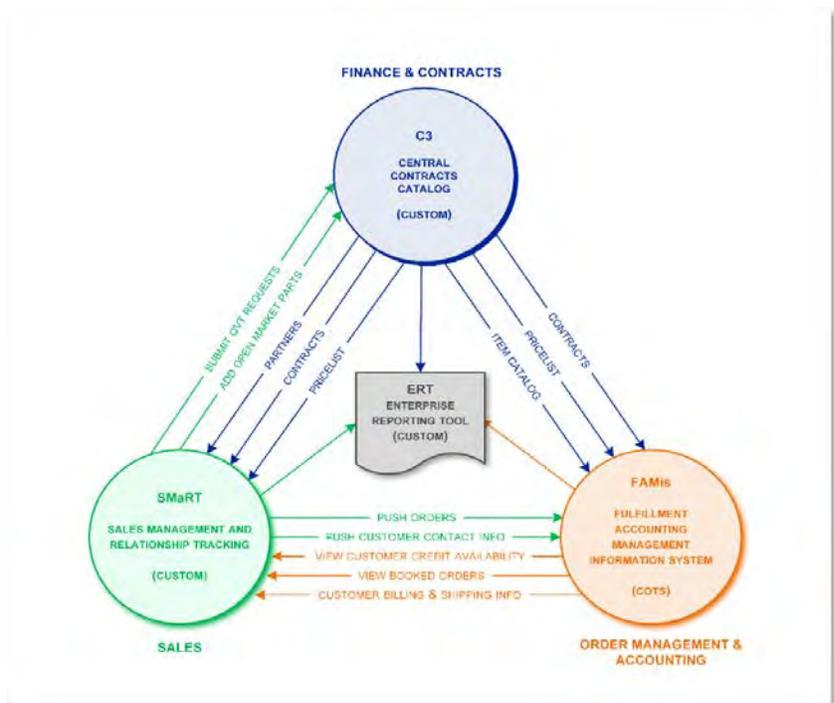
services as described in this RFP, what is the process for the Member to become a customer?

DLT Solutions' fulfillment process begins with an initial DLT quote, either direct to a Public Agency customer or a partner reseller (for eventual quote to Public Agency customer). When customer funds are appropriated/allocated, the customer issues a PO under the terms and conditions of the CCOG contract and referencing the DLT or partner quote number. When DLT receives the order (either from the Public Agency or partner reseller), DLT places a corresponding order with the relevant Original Equipment Manufacturer (OEM). When the order is accepted by the OEM, the product is made available to the Public Agency customer. For cybersecurity software, the product is generally made available through an online download.

DLT has developed highly integrated internal systems (see graphic below) to manage and support all aspects of successful cooperative contract vehicle management. Our systems handle the complete end-to-end business model, from quote to order to product delivery to invoicing.

3.3.3. Order Process.

Describe your company's proposal development and order submission process.



SMaRT (Sales Management and Relationship Tracking) – SMaRT maintains and manages all aspects of the lifecycle of an order against DLT contracts from first Customer contact through sales quotation through booking of an order. SMaRT contains over 150,000 Government contacts associated and linked to all Government agencies built on a hierarchical

system (sector/agency/sub-agency). SMaRT is completely integrated with DLT's C3 and FAMis systems to ensure that all quotes are created based on contractual terms and conditions. SMaRT maintains notes on all aspects of Customer and vendor interactions including documents transferred and conversations. Through various auditable means, SMaRT ensures that Customers' orders are accurately and efficiently processed.

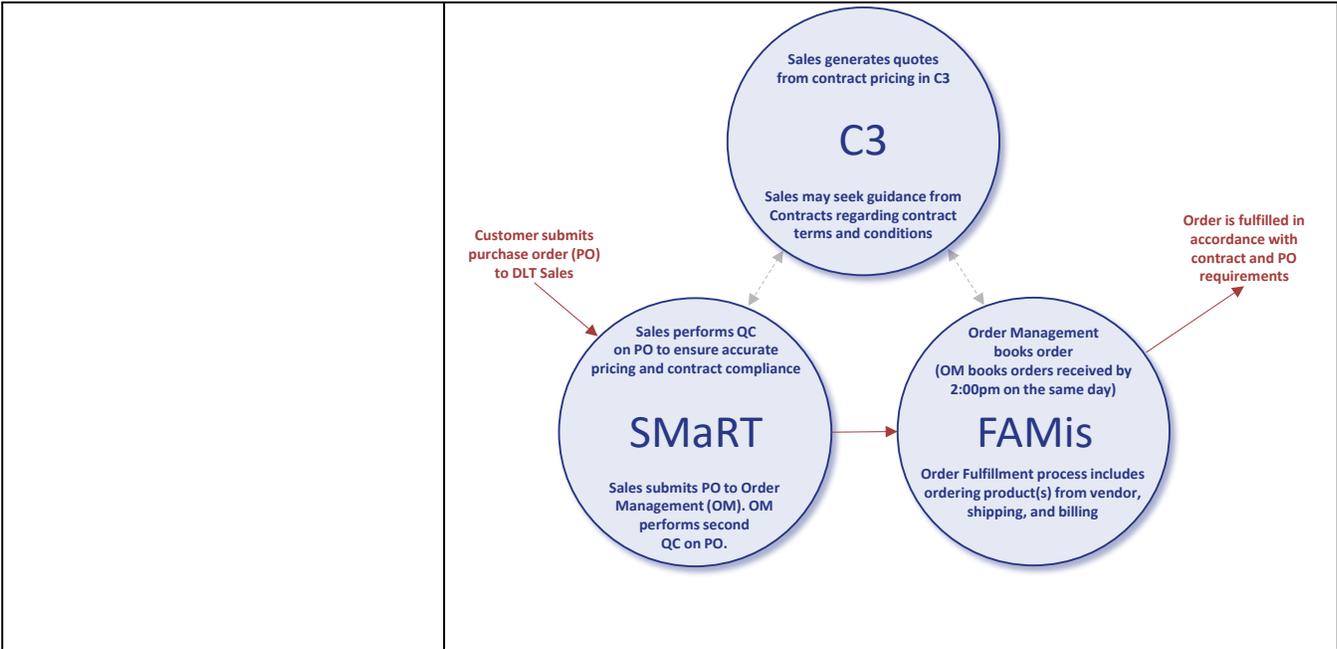
C3 (Central Contracts Catalog) – The C3 database allows DLT to ensure that all product pricing is accurate and current. C3 contains all contract offerings and related products and pricing based on the respective contract's specific terms and conditions. C3 is fully integrated with SMaRT and FAMis (see below) to ensure a systematic and error-free quote-to-order fulfillment process. C3 maintains a complete history of product and pricing modifications for every product on every contract back to mid-2005.

FAMis (Fulfillment Accounting Management Information System) – FAMis is DLT's Enterprise-wide accounting and order management system handling both fulfillment and professional services orders. It meets the unique needs of our public sector Customers. FAMis is fully integrated with both SMaRT and C3. FAMis also provides all reporting specific to our awarded contracts. FAMis is a highly customized implementation of Microsoft Dynamics NAV.

ERT (Enterprise Reporting Tool) – ERT is integrated with all DLT systems to provide reporting capabilities to DLT business units. ERT provides a standardized interface and limits user access to only the reports and data that they have privileges to view. Reports can be queried to filter group reports (for example, by Division, Rep, Contract, Vendor, Manufacturer, Sector) based on the Customer's needs.

Integrated into all these systems is DLT's **ePacket**, a document management system. The system can store any type of file or document, price quotes, purchase orders, credit applications, and proof-of-government documents, among others. ePacket is able to distinguish, search, and filter correspondence based on a particular Customer, quote, order, or employee, as well as based on date/time and type of correspondence. In combination with detailed records and notes stored in SMaRT, it is possible to track the transaction lifecycle from start to finish.

The graphic below demonstrates how an order flows through DLT's internal systems:



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

DLT’s invoice payment terms are Net 30 days after issuing the invoice. Time of invoice is determined by specific contract and Purchase Order terms and conditions.

DLT has developed highly integrated internal systems to manage and support all aspects of successful cooperative contract vehicle management. Our systems handle the complete end-to-end business model, from quote to order to product delivery to invoicing.

DLT accepts the following forms of payment:

- Check
- Government Purchase Card
- ACH/Wire Transfer

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

DLT’s invoice payment terms are Net 30 days after issuing the invoice. Time of invoice is determined by specific contract and Purchase Order terms and conditions.

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

DLT offers financing options through 3rd party providers. DLT typically works with FSM or ePlus. Specific financing terms are individually negotiated at the order level with each customer.

3.4. Sustainability, Reclamation, and Recycling Initiatives

<p>3.4.1. Sustainable Company Initiatives. Describe the ways in which your company is addressing the issue of sustainability.</p>	<p>It is DLT’s corporate policy to employ energy conservation at the DLT headquarters in Herndon, VA wherever possible. DLT recognizes the importance of practicing environmentally friendly behaviors to forge the way for a greener tomorrow. The employee led DLT “Go Green Committee” focuses on reducing the company’s environmental impact by empowering employees to take part in corporate efforts and educating staff on how they can make an impact in their personal lives as well.</p> <p>The DLT Go Green Committee reduces DLT’s carbon footprint by spearheading the following green initiatives:</p> <ul style="list-style-type: none"> • DLT screens office equipment procurements to ensure that new equipment is EPEAT registered and Energy Star rated. • DLT has switched its paper consumption to paper made from 100% farm-grown eucalyptus trees. Using eucalyptus trees helps to preserve native rain forests and eliminates the need for bleaching or excessive processing. • DLT presented stainless steel water bottles as a holiday gift to all employees as a green alternative to paper cups. • DLT promotes the “Yes We Can” initiative. This two-part initiative encourages employees to collect aluminum can tabs which, in turn, are donated to local charities so they can receive the proceeds. “Yes We Can” also educates employees on the importance of recycling aluminum. • DLT encourages carpooling and helps employees connect with carpool prospects through the corporate Intranet. • DLT educates employees on energy consumption best practices, such as turning off desktop computers and monitors at night. <p>DLT enhances the recycling program that the facility management company promotes by placing additional recycling stations around the office, especially in high-traffic areas.</p> <p>DLT also educates Customers on green products through webcasts and demonstrations at tradeshow. For example, DLT’s OEM Partner Autodesk offers the cloud-based energy analysis software “Green Building Studio,” which DLT engineers demonstrate at trade shows. Green Building Studio enables architects and designers to perform whole-building and data center analysis, optimize energy consumption and work toward carbon-neutral facility designs early in the design process. This software helps teams achieve sustainable building designs faster and more accurately using built-in energy and carbon analysis tools.</p>
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4. PRICING

4.1. Cost Proposal

<p>4.1.1. Pricing Model. Provide a description of your pricing model or</p>	<p>DLT has provided pricing for each manufacturer’s products as a set minimum discount from the then-current MSRP. Please see Attachment B Cost Proposal for full pricing details.</p>
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<p>methodology identifying how the model works for the products and services included in your proposal.</p>	
<p>4.1.2. Auditable. Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.</p>	<p>DLT pricing is based on a set minimum discount from the then-current MSRP. Commercial price lists are maintained by each manufacturer and are available upon request to any customer. Commercial price lists are typically updated on either a monthly or quarterly basis.</p>
<p>4.1.3. Price Change Process. Provide a description of your process for price changes.</p>	<p>DLT will keep the price catalog for this contract updated in accordance with the then-current commercial price list for each manufacturer. Commercial price lists are typically updated on either a monthly or quarterly basis and are available to any customer upon request.</p>
<p>4.1.4. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder's cost proposal?</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p> <p>Click or tap here to enter text.</p>
<p>4.1.5. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>Additional discounts beyond the minimum discount identified in Attachment B Cost Proposal may be available and are negotiated with each customer at the order level.</p>
<p>4.1.6. Cost of Shipping. Is the cost of shipping included in the pricing submitted with your response? If no, describe how cost associated with freight, shipping, and</p>	<p>Software products purchased from DLT or its resellers are downloaded by the customer via the internet with no associated shipping cost. Hardware products purchased from DLT or its resellers are shipped to customers directly from the manufacturer. Any shipping costs for hardware are determined at the time of quote and including in the quoted price to each customer.</p>

<p>delivery are calculated.</p>	
<p>4.1.7. Pricing Open Market or Sourced Goods. Propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request.</p> <p>NOTE: For a definition of Open Market Items, please refer to Part One, Section 5 – Pricing.</p>	<p>Pricing for Open Market products will be negotiated with each customer at the order level.</p>
<p>4.1.8. Total Cost of Acquisition. Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.</p>	<p>N/A</p>

5. GO-TO-MARKET STRATEGY

5.1. Bidder 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

Executive Contact

- Chris Wilkinson
- Chris.Wilkinson@dlt.com
- <https://www.linkedin.com/in/chris-wilkinson-6362904/>

Contract Manager

- Michael Bekampis
- Michael.Bekampis@dlt.com
- <https://www.linkedin.com/in/michael-bekampis-pmp/>

Sales Leader

- Kaleb Casteel
- Kaleb.Casteel@dlt.com
- <https://www.linkedin.com/in/stephenkasteel/>

Reporting Contact

- Mitchell Soni
- Mitchell.Soni@dlt.com
- <https://www.linkedin.com/in/mitchell-soni-b8891447/>

Marketing Contact

- Tom Mahoney
- Thomas.Mahoney@dlt.com
- <https://www.linkedin.com/in/tomkmahoney/>

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.

The DLT sales force operates out of a central office in Herndon, VA. DLT Solutions' sales teams are aligned by specific technology groups to facilitate optimum account knowledge, Customer service, and effective implementation. Technology domains include Cybersecurity, Cybersecurity, Big Data & Analytics, IT Infrastructure, Application Lifecycle, and Business Applications.

Within these technology domains, each sales team is dedicated to a specific manufacturer or manufacturers to ensure that DLT representatives are experts on the set of products they support. Within each sales team, representatives are assigned to specific geographical territories. Within this structure DLT creates dedicated teams specifically for New License, Renewal, and Services. State and local sales experience on the team varies, from 1-20 years.

5.2. Contract Implementation Strategy & Expectations	
<p>5.2.1. Contract Expectation. What are your company's expectations in the event of a contract award?</p>	<p>DLT Solutions appreciates the opportunity to expand our contract footprint to include the Cooperative Council of Governments and Equalis Group as part of our existing public sector contract portfolio. If awarded, DLT will build a strong relationship with CCOG and Equalis Group to ensure a seamless implementation of the agreement. We will collaborate to develop the highest possible level of success for marketing this contract to public agencies in Ohio and across the United States.</p> <p>DLT will work closely with the CCOG and Equalis Group representatives to align our sales strategies to best optimize the growth of the agreement. This will include regular cadence calls with the to discuss current opportunities, as well as potential growth areas and how to best capitalize on them.</p> <p>Additionally, upon award, DLT Solutions will work closely with OCCOG and Equalis Group to collaborate on coordinated sales outreach, including:</p> <ul style="list-style-type: none"> • Targeted Cold Calling • Attendance and Participation in industry conferences • Sales Training of Partner Network • Sales Training of DLT sales force • Targeted marketing email campaigns
<p>5.2.2. Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.</p>	<p>DLT adheres to a standard implementation plan upon award of each new contract vehicle. The rollout and implementation plan for the CCOG agreement will include the actions listed below. These actions will take place within the first 10 days of contract award (many within the first 24-48 hours):</p> <ul style="list-style-type: none"> • Notify internal stakeholders and executive leadership of contract award. • Set up new contract in DLT internal systems: price lists, contract/quote terms, etc. • Create collaboration folder in DLT SharePoint site – this folder includes award documents, Contract Overview, Stakeholder Registry, a Contract Requirements Matrix, and additional contract-specific documentation as needed. • Conduct internal kick-off meeting with all stakeholders and executive leadership. Stakeholders include sales representatives and leadership as well as contracts, pricing, and order management personnel. Objectives include: <ul style="list-style-type: none"> ○ Review Requirements Matrix and Contract Checklist ○ Review Contract Roll Out FAQ document ○ Determine Manufacturer, Customer, and Partner engagement strategy ○ Establish DLT message for press release and collateral

- Create and release marketing press release identifying the CCOG agreement as DLT’s newest contractual offering to Public Agencies.
- Update the DLT website with new contract information
- Conduct initial sales-specific training, which includes:
 - Sales-specific terms and conditions
 - How to Quote
 - How to Book
 - Accounting: fees, reporting, invoice requirements, etc.
- Educate the sales force on the requirements of the Master Agreement.
- Train the sales force on marketing the Master Agreement to Customers. DLT executive leadership supervises training sessions to ensure full support and engagement.

Within the first 90 days of contract award, the DLT team will work with the Cooperative Council of Governments (CCOG) and the Equalis Group team to develop any additional training that may be required and present that information to the DLT sales organization.

DLT believes that our high volume, cost-efficient direct marketing format allows us to maintain a pricing advantage over many other product resellers and integrators. DLT will offer CCOG customers increased savings through product specials and promotions as well as increased exposure through sales contests targeted at expanding contract awareness.

DLT Solutions has a long history of marketing and providing thought leadership to the state, local and education markets through Communities of Interest. As an example: for a single OEM in 2018, DLT created 34 integrated campaigns and leveraged nearly 7,000 Customers and contacts to close over 1,800 wins. In addition to the contacts in our enterprise applications database, DLT Solutions also leverages over 65,000 Customers and contacts using to conduct state and local year-end campaigns with the specific goal of helping them spend their remaining IT budgets before the new fiscal year begins.

The DLT marketing plan, to be implemented within 90 days of contract award and maintained throughout the life of the contract, includes the following actions:

- Public Relations: Upon award of the contract, DLT Solutions will create and distribute a co-branded press release to all of its media contacts highlighting the addition of the CCOG contract to its contract portfolio. DLT Solutions will also create and distribute press releases highlighting significant wins that come from the CCOG contract. Lastly, DLT Solutions will use CCOG wins to identify unique stories that can be turned into case studies and subsequent press opportunities.
 - The announcement, contract details and contact information will be simultaneously published on the DLT homepage, as well as its social media pages (Twitter, LinkedIn, etc.)

	<ul style="list-style-type: none">● Marketing Materials: DLT will design, publish, and distribute and wide range of co-branded materials<ul style="list-style-type: none">○ DLT will brand Customer facing and internal line cards with Contracting Office approved nomenclature for distribution○ Targeted Account Based Marketing ads will be utilized to increase brand awareness of the contract on all of our social media platforms○ Customized booth branding and collateral will be created to ensure that this contract is presented at ANY tradeshow that DLT attends○ DLT will update the email signatures of applicable sales reps with the contract logo and Contract Office-approved tagline for the contract○ DLT will provide blogs, create case studies and webinars to on a quarterly basis to optimize and enhance contract awareness○ Email communication will be positioned to all of our current Customers for contract awareness - fiscal year end-specific campaigns will target Customers with ease of procurement and evangelism of the contract as well● CCOG Homepage: Per contract requirements, this page will include:<ul style="list-style-type: none">○ CCOG standard logo;○ Copy of original Request for Proposal;○ Copy of contract and amendments between Principal Procurement Agency and Supplier;○ Summary of Products and pricing;○ Marketing Materials● Trade Shows: DLT is a longtime attendee of the NIGP Annual Forum, and will continue to attend and participate throughout the life of this contract and beyond. DLT also sends representatives to a wide range of other trade shows throughout the year (see below).<ul style="list-style-type: none">○ As a member of the NIGP Advisory Board, DLT is well positioned to provide thought leadership and influence beyond the trade show floor. DLT leaders speak in seminars to share their expertise on IT procurement and are able to promote additional awareness of the CCOG contract beyond the capability of other contractors.○ Participation and/or sponsorship in national trade shows and conferences and targeted events in AZ, CO, PA, TN, VA, MD, WV, IL, NY, CA, TX and FL, including pre-and post-event communications and follow-up.○ Advertising: DLT will participate in the publication of national and regional advertising in trade publications. DLT also invests in radio and internet advertising during peak buying seasons.
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	<p>Sales force training in the DLT organization is centralized through our corporate training program, DLT University. DLT University offers instructor-led training along with 24/7/365 access to online courses and organizational knowledge banks. Continuous learning is a highly valued practice at DLT, and upon award the DLT PMO team will develop a curriculum to educate the sales force on how to use and market the CCOG agreement. This course will serve to raise awareness of the agreement, instruct representatives in how to drive revenue through the vehicle, and ensure compliance on all orders received under the contract.</p> <p>In addition to the implementation, sales, and marketing activities described above, DLT's implementation plan includes action items across multiple business units designed to boost engagement and speed up the ramp-to-revenue timetable.</p> <p>Sales</p> <ul style="list-style-type: none"> • Meet with awarded Software Publishers to design and execute on a tailored CCOG SLED strategy • Engage with current prospects and funnel existing sales pipeline towards the CCOG agreement • Work to strengthen depth and breadth of initial award: liaise with additional Software Publishers in DLT's network to add eligible providers to the CCOG agreement <p>Contracts/Programs</p> <ul style="list-style-type: none"> • Establish reporting and fee remittance workflow in DLT systems • Setup contract profile and pricelists in DLT systems • Work with DLT marketing team to develop and launch dedicated webpage off corporate website. • Create training curriculum and present materials to sales team, Publishers, and/or Partners.
<p>5.2.3. Sales Team Incentives. Will your sales team be equally incentivized to leverage the Equalis Group Master Agreement when compared to their typical compensation structure?</p>	<p>Yes.</p>
<p>5.2.4. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<p>DLT has provided estimated minimum revenue below for each year of the contract. Please note that these figures do not represent a guarantee of total contract sales.</p> <ul style="list-style-type: none"> • Year 1: \$100,000 • Year 2: \$250,000

	<ul style="list-style-type: none"> • Year 3: \$500,000 • Year 4: \$1,000,000 • Year 5: \$1,500,000
6. <u>ADMIN FEE & REPORTING</u>	
6.1. Bidder Organizational Structure & Staffing of Relationship	
6.1.1. <i>Administrative Fee.</i> Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members. The proposed Administrative Fee for this contract is two percent (2%) based on the terms disclosed in the <u>Attachment A – Model Administration Agreement.</u>	<input checked="" type="checkbox"/> Agree to proposed Administrative Fee <input type="checkbox"/> Negotiate Administrative Fee. Provide additional information below if you opt to negotiate.
6.1.2. <i>Sales & Administrative Fee Reporting.</i> Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15 th 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.	DLT is able to meet all reporting and fee remittance requirements for this agreement.

<p>6.1.3. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>DLT maintains robust internal systems to maintain compliance with more than 50 prime contract agreements with public sector customers in the SLED and federal verticals. DLT's C3 and SMART applications regulate contract-specific pricing and maintain a record of all quotes and orders on each contract vehicle. See Section 3.3.3 for additional details.</p> <p>DLT also uses Microsoft Dynamics NAV. Our financial systems are reviewed annually for adequate internal controls since we have hundreds of prime and subcontractor awards. We have stringent accounting and financial controls in place to track all sales and relevant reporting/fee requirements.</p>
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PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

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

- a. **Minority Women Business Enterprise**
Respondent certifies that this firm is an MWBE Yes No
List certifying agency: Click or tap here to enter text.

- b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**
Respondent certifies that this firm is a SBE or DBE Yes No
List certifying agency: Click or tap here to enter text.

- c. **Disabled Veterans Business Enterprise (DVBE)**
Respondent certifies that this firm is an DVBE Yes No
List certifying agency: Click or tap here to enter text.

- d. **Historically Underutilized Businesses (HUB)**
Respondent certifies that this firm is an HUB Yes No
List certifying agency: Click or tap here to enter text.

- e. **Historically Underutilized Business Zone Enterprise (HUBZone)**
Respondent certifies that this firm is an HUBZone Yes No
List certifying agency: Click or tap here to enter text.

- f. **Other**
Respondent certifies that this firm is a recognized diversity certificate holder Yes No
List certifying agency: Click or tap here to enter text.

PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

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

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

ISO 9001:2015

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PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

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

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

- Yes
 No

PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. Mandatory Contract Performance Disclosure.

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

Provide statement here. N/A.

2. Mandatory Disclosure of Governmental Investigations.

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

Provide statement here. N/A.

PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

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

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

- Yes**
 No

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

Bidder Response: DLT has provided an initial list of partners we expect to use as dealers on this Agreement. DLT will keep this list updated in real time with CCOG and Equalis Group.

DLT SOLUTIONS AUTHORIZED DEALERS:

- CDW
- SHI
- PRESIDIO
- WWT
- DIGITAL ERA
- MICROSHARE
- EPLUS
- OPTIV
- MAINLINE
- KUDELSKI
- ATLANTIC DATA SECURITY
- PRESIDIO
- SEQUEL DATA
- GUIDEPOINT

PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

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

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

AND

I, Elizabeth White, hereby certify and affirm that DLT Solutions, LLC, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

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

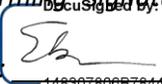
AND

I, Elizabeth White, hereby certify and affirm that DLT Solutions, LLC, 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, Elizabeth White, hereby certify and affirm that DLT Solutions, LLC 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, Elizabeth White, hereby affirm that this proposal accurately represents the capabilities and qualifications of DLT Solutions, LLC, 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.*)

SIGNATURE:  DATE: Feb 28, 2022

DocuSigned by: Elizabeth White
14830780087844B...

PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

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

Authorized
signature:

DocuSigned by:

14830780687044B...

Printed Name: Elizabeth White

Company Name: DLT Solutions, LLC

Mailing Address: 2411 Dulles Corner Park, Suite 800
Herndon, VA 20171

Email Address: elizabeth.white@dlt.com

Job Title: Director of Contracts & Corporate
Counsel

PROPOSAL FORM 10: DEBARMENT NOTICE

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

Respondents Name: DLT Solutions, LLC - Elizabeth White

Mailing Address: 2411 Dulles Corner Park, Suite 800
Herndon, VA 20171

Signature:
DocuSigned by:
148307806B7844B...

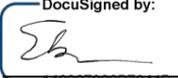
Title of Signatory: Director of Contracts & Corporate
Counsel

PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

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

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

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

Signature:  _____
Date: Feb 28, 2022 _____

PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. Contractor's Employment Eligibility

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

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

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

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

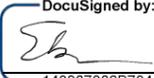
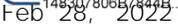
Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

2. Fingerprint & Criminal Background Checks

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

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

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

Signature:  _____
Date:  _____

PROPOSAL FORM 13: BOYCOTT CERTIFICATION

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

Does Bidder agree?

(Initials of Authorized Representative)

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

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

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

1. Supplier Partner Violation or Breach of Contract Terms

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

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

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

Does Bidder agree?

(Initials of Authorized Representative)

2. Termination for Cause or Convenience

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency’s best interest.

5. Contract Work Hours and Safety Standards Act

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

Does Bidder agree?



(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement

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

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

Does Bidder agree?



(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act

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

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

Does Bidder agree?



(Initials of Authorized Representative)

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

Does Bidder agree? ^{DS}
(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment

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

Does Bidder agree? ^{DS}
(Initials of Authorized Representative)

10. Procurement of Recovered Materials

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

Does Bidder agree? ^{DS}

such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Bidder agree? 
(Initials of Authorized Representative)

15. Applicability to Subcontractors

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

Does Bidder agree? 
(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:


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Printed Name: Elizabeth White
Company Name: DLT Solutions, LLC
Mailing Address: 2411 Dulles Corner Park, Suite 800
Herndon, VA 20171
Job Title: Director of Contracts & Corporate Counsel

PROPOSAL FORM 15: ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and State Requirements

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

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

AZ compliance with workforce requirements

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

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

AZ Contractor Employee Work Eligibility

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

AZ Non-Compliance

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

Registered Sex Offender Restrictions (Arizona)

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

Offshore Performance of Work Prohibited

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

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

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

Does Bidder agree?

-ds

(Initials of Authorized Representative)

Date: Feb 28, 2022

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

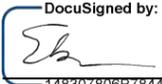
Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: DLT Solutions, LLC
Street: 2411 Dulles Corner Park, Suite 800
City, State, Zip Code: Herndon, VA 20171

I, Elizabeth White, an authorized representative DLT Solutions, LLC, a Virginia LLC, 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.

Name	Address	Interest
Tech Data Corporation	5350 Tech Data Drive, Clearwater, FL 33760	100%

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

Signature:  _____
Date: Feb 28, 2022

PROPOSAL FORM 17: NON-COLLUSION AFFIDAVIT

Bidder Name: DLT Solutions, LLC
Street Address: 2411 Dulles Corner Park, Suite 800
City, State Zip: Herndon, VA 20171

State of DISTRICT OF COLUMBIA
County of WASHINGTON, DC

I, Elizabeth White of the District of Columbia in the County of DISTRICT OF COLUMBIA State of DISTRICT OF COLUMBIA of full age, being duly sworn according to law on my oath depose and say that:

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

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

Authorized signature: [Signature]
Job Title: Director of Contracts & Corporate Counsel

Subscribed and sworn before me
this 3rd day of MARCH, 2022

[Signature]
Notary Public of DISTRICT OF COLUMBIA
My commission expires JAN 31, 2024



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

Company Name: DLT Solutions, LLC
Street Address: 2411 Dulles Corner Park, Suite 800
City, State, Zip Code: Herndon, VA 20171

Bid Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

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

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

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

Approved Federal or New Jersey Plan – certificate enclosed

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

Authorized Signature:

DocuSigned by:

 148307806B7844B

Director of Contracts & Corporate
Counsel
 Feb 28, 2022

Title of Signatory:

Date:

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

PROPOSAL FORM 19: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FROM

Public Agency Instructions

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

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html. They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Contractor Instructions**

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - 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.

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

List of Agencies with Elected Officials Required for Political Contribution Disclosure

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

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

PROPOSAL FORM 20: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: DLT Solutions, LLC

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

DLT is a single member limited liability corporation owned 100% by Tech Data Corporation. It is a fully disregarded entity and does not file its own tax return with the IRS.

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

Stockholders:

Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address

Subscribed and sworn before me this 9 day of March, 2022

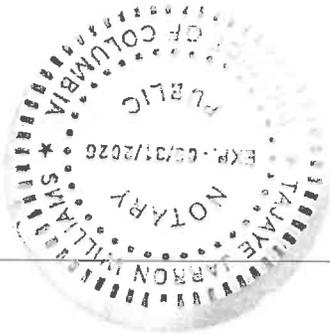
[Signature]
(Affiant)

(Notary Public)

Elizabeth White, Assistant Secretary, Director of Contracts, & Corporate Counsel

(Print name & title of affiant)

My Commission expires: May 31, 2026



PROPOSAL FORM 21: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

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

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

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

Please refer to the DLT Exceptions & Clarifications file, provided as a separate attachment.

(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.)

DLT Exceptions/Clarifications

Issue	Document	Page	Language
1	Section 3: Part A - General Terms & Conditions of Master Agreement & Section 3.3 of Attachment A	6 & 3	<p>Section: 2.12 Audit of Winning Supplier</p> <p>Issue:</p> <p>Recommended Language: DLT is requesting that the language be modified to include: (1) limitation on the scope of audit with a reasonable lookback period i.e. not to extend more than eighteen (18) months; (2) require prior written thirty (30) days notice; (3) specify the types of business records that can be reviewed; and (4) the costs of such audit are the responsibility of CCOG and Equalis.</p>
2	Section 3: Part A - General Terms & Conditions of Master	5	<p>Section: Insurance</p> <p>Issue: Limits shall be applicable to the include DLT COI limitations.</p> <p>Recommended Language:</p>
3	Section 3: Part A - General Terms & Conditions of Master Agreement	4	<p>Section: Order of Precedence</p> <p>Issue:</p> <p>Recommended Language: Customer Documentation/Contract(s) to be added as the first in the order of precedence.</p>
4	Section 3: Part A - General Terms & Conditions of Master Agreement	5	<p>Section: 2.7 Indemnification</p> <p>Issue: Please see below proposed alternative language and an inclusion of limitation of liability.</p> <p>Recommended Language: Winning supplier shall protect, indemnify, and hold harmless CCOG and Equalis Group against all third party claims, damages, losses and expenses based on the gross negligence or willful misconduct of Winning Supplier, Winning Supplier employees or subcontractors in connection with preparation of Winning Supplier’s solicitation, Winning Supplier’s performance in any supplemental agreements with its Members, or Winning Supplier's breach of confidentiality. Except as prohibited by law, neither party is liable or responsible for indirect, special, incidental, consequential, or punitive damages. Excluding liability arising from the indemnification obligations herein, a breach of Section 2.6, a party’s gross negligence and willful misconduct, and any amounts due and owing between the Parties, (a) each party’s liability on a per claim or set of related claims basis shall be limited to the greater of (1) \$500,000, or (2) total amounts paid to Equalis by Winning Supplier in the twelve (12) months preceding the events giving rise to the claim or set of related claims; and (b) each party’s aggregate liability under this Agreement shall be limited to \$3,000,000.</p>

PROPOSAL FORM 22: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

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

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

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

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

PROPOSAL FORM 23: MASTER AGREEMENT SIGNATURE FORM

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

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

Company Name	DLT Solutions, LLC
Address	2411 Dulles Corner Park, Suite 800
City/State/Zip	Herndon, VA 20171
Phone Number	(703) 709-7172
Email Address	Chris.Wilkinson@dlt.com
Printed Name	Chris Wilkinson
Job Title	President
Authorized Signature	

Initial Term of the Master Agreement

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

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

THE COOPERATIVE COUNCIL OF GOVERNMENTS, INC.

6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

By:	 <small>Scott A. Morgan (Jun 7, 2022 12:04 EDT)</small>
Name:	Scott A. Morgan
As:	CCOG Board President
Date:	Jun 7, 2022

EQUALIS GROUP, LLC.

5550 Granite Parkway, Suite 298
Plano, Texas 75024

By:	
Name:	Eric Merkle
As:	SVP, Procurement & Operations
Date:	Jun 7, 2022

Agreement - DLT and CCOG (Master) - redacted - 2022.05.01

Final Audit Report

2022-06-07

Created:	2022-06-07
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmeHTuR1Q5NLIYw2w99xC7C7dfe1yYaed

"Agreement - DLT and CCOG (Master) - redacted - 2022.05.01" History

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