# **Table of Contents**

Exhibit B - Marketing Plan - Deledao	
Part D - Questionnaire - Deledao	2
Part E - Signature Forms - Deledao	17
Tabulation By Vendor RFP#021-G	24

## Exhibit B – Deledao Marketing Plan

Marketing efforts may include but will not be limited to the following:

- Organized social media campaigns promoting the awarding of the AEPA contract
- Incorporation of the announcement of the awarding of the AEPA contract to Deledao online ad campaigns
- Announcement and promotion of the awarding of the AEPA contract to Deledao via company website presence
- Design and printing of materials to be used for promotional purposes in direct mail campaigns, conferences, on-site demos/presentations and similar.
- Coordinated and target email campaigns to relevant contacts within K12
- Ongoing PR efforts to promote the awarding of the AEPA contract



Part D - Questionnaire AEPA RFP 021 - G Security Solutions

#### **Instructions**

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

- 1. Read the documents in their entirety.
- 2. Respondents must use Part D Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Annual Report, Marketing Plan).
- 3. Complete all questions.
- 4. Save all pages in the correct order to a <u>single PDF format</u> titled "Part D Questionnaire Name of Responding Company".
- 5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled "Part D - Questionnaire - Name of Responding Company":

Company Information
Service Questionnaire
Exceptions
Deviations

# **Company Information**

Name of Comp	A Deledao			
Company Add	ress:	3561 Homestead Road	d, Suite 424	
City, State Zip	code:	Santa Clara, CA 95052	L	·
Website:		www.deledao.com		
Contact Perso	n:	Kevin Kuckkan		
Title:		Channel and Alliance I	Manager	
Phone:		262-894-0650		
Email:		kevin.kuckkan@deled	ao.com	
fails to demonst purchased an es business, provid reserves the right response and fr. This business is a ln what year was	y, AEPA will nearte and/or established bustle written document to accept of the comment of the c	establish a proven record siness or, has proof of pr sumentation and verifica	d of business. I ior success in e ation in respon impanies based any.	t is less than five (5) years old or, which If the respondent has recently Either this business or a closely related se to the questions below. AEPA If on information provided in this    x
Is this business a Date of Incorpora State of Incorporation: Name of President: Name(s) of Vice President(s): Name of Treasurer: Name of Secretary:		No 3/20/2019	_x Yes.	If yes, complete the following:
Is this business a Date of Partnersh art D – Ouestionnai	ip:	_xNo	Yes.	If yes, complete the following:

State Founded:			
Type of Partnership, if applicable	le:		
Name(s) of General Partner(s):			
Is this business individually own	and? y No	Voc	If you complete the following.
Date of Purchase:	ned? x No	Tes.	If yes, complete the following:
State Founded:		• 44 - 44 - 44 - 44 - 44 - 44 - 44 - 44	<del></del>
Name of Owner/Operator:	4	<del></del>	
Is this business different from the	-	x No	Yes
If yes, describe the company's fo	ormat, year and state of origin	and names and title	s of the principles below.
Is this business women owned?		xNo	Yes
	_	A NV	Tes
Is this business minority owned	? _	xNo	Yes
		_	
Does this business have an Affir	mative Action plan/statement	? <u>x</u> No	Yes
Business Headquarter Loc	ation		
Business Address	3561 Homestead Road, Suite 4	24	
City, State Zipcode	Santa Clara, CA 95051		
Phone	408-412-1718	**************************************	
How long at this address?	2 months		
now long at this address:	2 monus		
<b>Business Branch Location</b>	(s)		
Branch Address	<u>s</u> )		
City, State Zipcode			
Branch Address			
City, State Zipcode			
Branch Address		THE CONTRACTOR OF THE PROPERTY	
City, State Zipcode			
Branch Address			
City, State Zipcode			
*If more branch locations exist, inser	t information here or add anothe	r sheet with the above	<u>Information.</u>
Sales History			
		1 2020 2000 : 41	II : 1 C: . 1 .1
	uai sales for 2018, 2019, an	a Zuzu YTD in the	United States by the various
public segments.	2010	2040	2020 1/50
W127 11: 0 · · · >	2018	2019	2020 YTD
K-12 (nublic & private).		\$10000.0	0 \$90000.00

	2018	2019	2020 YTD
K-12 (public & private),		\$10000.00	\$90000.00
Educational Service Agencies			
Higher Education Institutions			
Counties, Cities, Townships,			
Villages			
States			
Other Public Sector & Non-profits			
Private Sector			
Total			

## Work Force

**Key Contacts and Providers:** Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	Kevin Kuckkan	Channel and Alliance Manager	262-894-0650	Kevin.kuckkan@deledao.com
Sales Manager	Jasen Whetstone	Account Executive	469-525-5028	Jasen.whetstone@deledao.com
Customer & Support Manager	Wayne Fei	Support Manager	408-412-1718	Wayne.fei@deledao.com
Distributors, Dealers, Installers, Sales Reps	Ryan Eldridge	Reseller	317-664-5316	Ryan.Eldridge@solvonex.com
Consultants & Trainers	Kevin Kuckkan	Channel and Alliance Manager	262-894-0650	Kevin.kuckkan@deledao.com
Technical, Maintenance & Support Services	Wayne Fei	Support Manager	408-412-1718	Wayne.fei@deledao.com
Quotes, Invoicing & Payments	Fiona Qin	Vice President	408-412-1718	Fiona.qin@deledao.com
Warranty & After the Sale	Wayne Fei	Support Manager	408-412-1718	Wayne.fei@deledao.com
Financial Manager	Fiona Qin	Vice President	408-412-1718	Finona.qin@deledao.com

**Sales Force:** Provide total number and location of salespersons employed by your business in the United States by completing the following: (To insert more rows, hit the tab key from the last field in the State column.)

Number of Sales Reps	City	State
1	Dallas	TX
1	Watertown	WI

**Service/Support and Distribution Centers:** Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: (*To insert more rows, hit the tab key from the last field in the State column.*)

Center Type	City	State
NA		

# **Marketing**

**Key Marketing Contact(s)**: List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). To insert more rows, hit the tab key from the last field in the Email column.

Name	Title	Phone	Email
Chippy Yan	Director of Marketing	408-412-1718	Chippy.yan@deledao.com
Kevin Kuckkan	Channel and Alliance Manager	262-894-0650	Kevin.kuckkan@deledao.com

**Marketing Activities:** Describe how this business marketed its products and services to schools, nonprofit organizations and other public sector audiences in Fiscal Year 2019– 2020 (July 1 – June 30). List all conventions, conferences and other events at which this company exhibited.

Deledao is a holistic web protection solution. It represents an entirely new filtering architecture in the market and our marketing efforts have sought to capitalize on our state-of-the-art technology. Driven by inadequacies in legacy wellness alerting and web filtering products, school districts desiring to better monitor and filter student activity on social media, YouTube and other similar forms of user-generated content have turned to Deledao to keep students safe and protected online. As the first and only browser-based real time AI wellness alerting and filtering product on the market, Deledao's marketing efforts have proven effective in establishing a K12 market presence.

To fully comprehend the focus and intent of our campaigns, background detail Deledao's unique differentiators will be helpful:

As the co-inventor (and patent-holder) of proxy scanning and filtering technology he created in the 1990s, Deledao's co-founder and COO, Shuang Ji, is no stranger to filtering. In fact, the technology he developed resulted in the first network filtering product on the market, InterScan. Legacy wellness alerting and web filtering solutions still rely upon this technology he invented nearly 25 years ago and are ineffective in monitoring and filtering today's internet. They classify web domains into known categories in their databases to block or allow entire web domains. In the age of user-generated content and social media sites (e.g. YouTube, Facebook, etc.) this method of filtering is no longer effective. Each page of a web domain might belong to a different category and pages that dynamically populate (i.e. pages with endless scroll) may switch between categories as more content loads - and legacy products simply were not built for the dynamic nature of today's internet and as a result, leave children vulnerable and not adequately monitored or protected online.

Further, legacy products don't function well on Google search results. Granted, some have evolved to support keyword blocking, yet this is still insufficient because keywords can have different meanings in different contexts. For instance, we cannot simply block the word "adult" to block for mature content because while "adult movies" is blocked, legitimate search results, such as "adult education," are also blocked.

Deledao takes a completely different approach. Instead of pre-assigning categories to web domains, it analyzes individual webpage content in real time with its patent-pending artificial intelligence technology. Deledao's text engines read each page as it renders in the browser in real time. The image analysis engine identifies racy and adult pictures to blur them in real time. Most impressively, it can even analyze videos in real time while the videos play. When the AI engine detects inappropriate video frames, it blurs and mutes the video until the inappropriate scene is over.

Besides filtering, Deledao's AI engines recognize student social-emotional warning signs in **real time**, allowing school personnel to get kids the help they need as quickly as possible. Our AI filters actually understand the context of web and email activity, alerting parents and schools in REAL TIME when student email, web and social media content involves self-harm, hate, racism, violence, bullying or related content.

Obviously, when students are in crisis, time is of the essence. As a Digital Wellness company, we take this matter very seriously. Real time alerting and filtering is what we do. Wellness Alerts detected by our real time AI are sent immediately via direct email and mobile app to parents and school personnel minimizing valuable lag time. IT Admins designate multiple users who can receive alerts – school counselors, IT, administration, police liaison or whoever else needs to be involved. And the result is a streamlined, collaborative, and informed team approach.

As a completely new filtering architecture, our campaigns have been focused on differentiators unique to Deledao.....

Direct marketing campaigns were implemented in the following areas: Email, Direct Mail, Social Media campaigns, Online Ads.

2019-2020 Conference Schedule:

AEPA 2019

**ISTE 2019** 

SLATE WI 2019

MassCUE 2019

**FETC 2020** 

**TCEA 2020** 

Brainstorm WI 2020

**OETC 2020** 

Cooperative Marketing: Describe ways in which this business can collaborate with AEPA Member Agencies in marketing the bid. Submit a marketing plan, titled Exhibit B – Marketing Plan, that would entail at a minimum, the following with their response: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain in full color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract, and how the contract award will be displayed/linked on the Respondent's website.

Utilizing a multi-faceted approach, our marketing efforts in promoting the awarding of the AEPA contract to Deledao are detailed in Exhibit B.

**Sales Training:** Explain how your business will educate your salesforce staff on the AEPA contract including timing, methods, etc.

Deledao will provide periodic training for the sales team to include AEPA contract options available when selling to AEPA state member Co-ops.

## **Environmental Initiatives**

Describe how your products and/or services support environmental goals. NA

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).

## Independent Subcontractors, Distributors, Installers, etc.

If the Respondent is not the sole provider of all goods and services provided under this contract, the following <u>must be answered</u>:

**Selection Criteria for Independent Providers:** Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.

In the United States, Deledao has a partnership relationship with one re-seller in Indiana. As part of our decision-making process in selecting business partners, we screen all inquiries to ensure our re-seller partners possess the highest degree of integrity and knowledge of the K12 market.

**Current Subcontractors, Distributors, Installers, Etc.:** Provide a list of current subcontractors, distributors, installers and other independent service providers who are contracted to perform the type of work outlined in this bid in the member agency states (listed in Part A of this RFP). Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

Solvonex, Inc. - Nationwide

## **Disclosures**

Financial Health (REQUIRED): AEPA requires reports that describe the financial soundness of your organization. Accepted financial reports include balance sheets and Profit & Loss statements for the past three years (2017, 2018, 2019), a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies). Reports must be for the three years prior to this solicitation. Scan the report(s) into a PDF document and title as per the instructions.

For confidentiality, respondents may choose to send the report(s) by email directly to the AEPA Executive Director, George Wilson, at <a href="mailto:georgewilson.aepa@outlook.com">georgewilson.aepa@outlook.com</a>. The reports will be held through the end of the protest period for the solicitation after which they will be destroyed. The pdf report(s)must be received by the AEPA Executive Director before the due date and time of the solicitation opening.

	X	No	Yes
Legal: Does this business have actions currently filed against			
it?		-	***

If **Yes**, <u>AN ATTACHMENT IS REQUIRED</u>: List and explain current actions, such as, Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

## References

Provide contact information of your business's five largest public agency customers:

Agency				Title		Email
1.	Nashua School District	Greg Rodriquez	Director Technology	of	603-966-1000	rodriguezg@nashua.edu
2.	Westwood Public Schools	Steve Ouellette	Director Technology	of	781-326-7500	souellette@westwood.k12.ma.us
3.	New Richmond School District	Lisa Vergin	Assistant Director Technology	of	715-243-7404	lvergin@newrichmond.k12.wi.us
4.	Multnomah ESD	Eden Nelson	Director Technology	of	503-609-0060	eden.nelson@cascadetech.org
5.	Moody ISD	Nancy Molina	Director Technology	of	254-853-2172 ext 2220	nancy_molina@moodyisd.org

# **Service Questionnaire**

The following chart indicates which AEPA Member States intend to participate in this bid category. Respond to Yes/No and choice questions by using an (X). Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States, unless otherwise stated within Part B Technical Specifications.

AEPA Member Participating in this bid category?		Has the bidding company sold products/services in these states for the past three (3) years? (Yes or No)	If awarded, which states does the bidding company propose to sell in? (Place an X where applicable)	Indicate which states the bidding company has sales reps, distributors or dealers in. (Place an X where applicable)
California	<u>X</u>	<u>No</u>	<u>X</u>	
Colorado	<u>x</u>	<u>No</u>	<u>X</u>	
Connecticut	<u>X</u>	<u>No</u>	<u>X</u>	
Florida	<u>x</u>	<u>No</u>	<u>X</u>	
Illinois	<u>x</u>	<u>No</u>	<u>X</u>	
Indiana	<u>x</u>	<u>No</u>	<u>X</u>	<u>X</u>
Iowa	<u>x</u>	<u>No</u>	<u>X</u>	
Kansas	<u>x</u>	<u>No</u>	<u>X</u>	
Kentucky	<u>x</u>	<u>No</u>	<u>X</u>	
Massachusetts	<u>x</u>	<u>Yes</u>	<u>X</u>	
Michigan	<u>x</u>	<u>No</u>	<u>X</u>	
Minnesota	<u>X</u>	<u>No</u>	<u>X</u>	
Missouri	<u>x</u>	<u>No</u>	<u>X</u>	
Montana	<u>X</u>	<u>No</u>	<u>X</u>	
Nebraska	<u>x</u>	<u>No</u>	<u>X</u>	
New Jersey	X	<u>No</u>	<u>X</u>	
New Mexico	<u>x</u>	<u>No</u>	<u>X</u>	
North Dakota	X	<u>No</u>	<u>X</u>	
Ohio	X	<u>No</u>	<u>X</u>	
Oregon	<u>x</u>	<u>Yes</u>	<u>X</u>	
Pennsylvania	X	<u>No</u>	<u>X</u>	
Texas	X	<u>Yes</u>	<u>X</u>	<u>X</u>
Virginia	<u>X</u>	<u>No</u>	<u>X</u>	
Washington	X	<u>No</u>	<u>X</u>	
West Virginia	<u>X</u>	<u>No</u>	X	
Wisconsin	X	<u>Yes</u>	<u>X</u>	<u>X</u>
Wyoming	X	<u>No</u>	<u>X</u>	

e-Commerce:	Does	this	business	have	an	e-commerce	X	No	Yes
website?									
If YES, what is t	he wel	osite?	·						

**Customer and Support Service:** It is understood depending on the type, kind and level of products and/or services being proposed in response to this bid will impact and determine the type and level of services required and these are identified in Part B Bid Specifications of this RFP.

Does this business have online customer support options?		No	Х	Yes
Does this business have a toll-free customers support phone option?	х	No		Yes
Does this business offer local customer and support service options?		No	x	Yes

**Training:** If applicable, does this business offer customer training for the **No** x **Yes** products and services sold?

If YES, describe what types/kinds of training you offer, the venues where training occurs and the location(s) of your trainers, include number of staff dedicated to training and their qualifications and hours of operation.

Deledao Education is 100% cloud-based software. There is no hardware to deploy or maintain on-premise. On Chromebooks, Deledao Education is deployed as an extension from the Chrome Management Console. On Windows and Mac OS devices, if the Chrome browsers are managed, Deledao Education can be pushed as an extension. Otherwise, other options are as follows: (1) It runs as its own browser and has its own enforcement mechanism to prevent students from using other browsers; (2) A proxy agent is deployed on school devices to allow for the use of other browsers, yet keeps the ability to filter using AI at the browser level; (3) A cloud proxy solution that allows for real-time AI filtering is coming soon. On iOS devices, Deledao Education is available as a native app in the App Store.

Because of the ease with which Deledao is deployed, training is minimal for IT Admin staff. In addition to initial set-up and deployment (done via video conf call), we also provide opportunities for live discussion/training.

To assist with utilization of Classroom Management, we provide live video conf call training to staff to increase their knowledge in using this feature, management of student internet time during class time or assessments, response to student self-harm/wellness alerts, and monitoring of student internet activity.

Additionally, we provide live video conference call training with staff responsible for monitoring and responding to student mental health and wellness. Typically, this group will include key district and school-based administration, school counselors, school psychologists, police liaison and similar. The purpose of this training is to familiarize staff with our Teacher Portal whereby they can access student wellness alerts, interpreting student internet usage/trend reports, managing wellness alerts via our case management functionality.

User Guides (PDF) are available as are video tutorials for these features and can be located in the Knowledge Base document library accessed via the Administrative Console.

Staff numbers and qualifications re determined by the school district.

Pricing:	
Is your pricing methodology guaranteed for the term of the contract? No $x$	Yes
Will you offer customized price lists to participating entities as required per the pricing terms of Part A? No	Yes
Will you offer hot list pricing (optional) as described in the pricing terms of Part A?	Yes
Will you offer volume price discounts as described in the pricing terms of Part A?	Yes
<b>Competitiveness:</b> In order for your bid to be considered, your company must offer AEPA prices the equal to or <u>lower</u> than those normally offered to individual entities or cooperatives with equal or lower.	
Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume?	Yes
	-
Indicate which of the following apply and the <b>level of competitive range</b> you are offering in respetthis RFP.	onse to
Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.	
X Pricing is LESS THAN individual customer and/or cooperatives. Lower by 5%.	
Cooperative Contracts: Does your business currently have contracts with X No other cooperatives (local, regional, state, national)?	Yes
If YES, identify which cooperative and the respective expiration date(s). <*Enter Response Here>	
If YES, and your business is awarded an AEPA contract, explain which contract your business will with in marketing and sales representative presentations (sales calls)? <enter here="" response=""></enter>	l lead
<b>Administrative Fee:</b> Which of the following best reflects how your pricing includes the individual AEPA Menadministrative fee. Mark with an "X".	nbers'

	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping,
	handling, administrative fee and other specific state costs are added to arrive at total price offered to
	the Individual AEPA Member Agency.
	The pricing for the products and/or services is inclusive of the administrative fee and therefore the
	pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs
	are added to the adjusted AEPA Member Agency's price.
х	The pricing for the products and/or services includes ALL (shipping, handling, administrative fee,
	other) costs to arrive at a single price for all AEPA Member Agencies.

Shipping & Handling: Orders that are \$50.00 or more shall include shipping and	0.00
handling. What is the flat rate your company will charge, regardless of where shipped	
in the continental United States, for orders less than \$50.00?	
Product Returns: Does your business have a return policy? x No Yes	
Todact Returns. Does your business have a retain poncy. A 10	
If YES, describe your return policy and if you charge a restocking fee, what is it? (AEPA allows up to 15% for supplies and up to 25% for equipment). <enter here="" response=""></enter>	
Payment Terms: Will your business offer AEPA buyer's a quick x pay discount? No You You will year business offer AEPA buyer's a quick x pay discount? No You will year business offer AEPA buyer's a quick x pay discount? No You will year business offer AEPA buyer's a quick x pay discount? No You will year business offer AEPA buyer's a quick x pay discount? No You will year business offer AEPA buyer's a quick x pay discount? No You will year business offer AEPA buyer's a quick x pay discount? No You will year business offer AEPA buyer's a quick x pay discount? No You will year business offer AEPA buyer's a quick x pay discount? No You will year business offer AEPA buyer's a quick x pay discount? No You will year business offer AEPA buyer's a quick x pay discount? No You will year business offer AEPA buyer's a quick x pay discount? No You will year business offer AEPA buyer's a quick x pay discount? No You will year business offer AEPA buyer's a quick x pay discount? No You will year business offer AEPA buyer's a quick x pay discount? No You will year business offer AEPA buyer's a quick x pay discount? You will year business offer AEPA buyer's a quick x pay discount? You will year business offer AEPA buyer's a quick x pay discount? You will year business offer AEPA buyer's a quick x pay discount? You will year business offer AEPA buyer's a quick x pay discount? You will year business offer AEPA buyer's a quick x pay discount? You will year business offer AEPA buyer's a quick x pay discount? You will year business offer AEPA buyer's a quick x pay discount? You will year business offer AEPA buyer's a quick x pay discount?	es
Leasing: Do your business offer leasing arrangements under x No Yes this bid?  If Yes, please indicate the rate factor and other cost factors below.	

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Re	esponsibilities of an AEPA Vendor Partner	<b>Yes,</b> indicate with an "X"	<b>No,</b> indicate with an "X"
1.	Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	x	
2.	Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	х	
3.	Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	х	

4.	Create an AEPA-specific sell sheet with a space to add a Member Agency logo		
	and contact information for use by the Member Agencies and the Vendor		
	Partner's local sales representatives to market within each state.	Х	
5.	On a quarterly basis, complete the sales and administrative fee report (see		
	attached PDF example) and submit to each Member Agency along with the		
	respective administrative fees to be paid. If there are no sales, the Vendor	х	
	Partner is required to submit a \$0 report to the AEPA Member Agency.		
6.	Have ongoing communication with the Bid Oversight Chairperson, AEPA	х	
	Member Agencies and the Member Agencies Participating Entities.		
7.	Attend two (2) AEPA meetings each year (see Part A)	х	
8.	Participate in national and local conference trade shows to promote the AEPA		, , , , , , , , , , , , , , , , , , ,
	contracts including, but not limited to the Association of School Business		
	Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and	х	
	the National Association of Educational Procurement (NAEP).		
9.	Increase sales over the term of the contract with all participating AEPA	х	
	Member Agencies.		

# **Exceptions**

#### Instructions:

- 1. If "no" is marked with an "X" below, complete this form by signing it at the bottom.
- 2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of exceptions. (To insert more rows, hit the tab key from the last field in the last row and column.)
- 3. If adding pages, the respondent's name and identifying information as to which item the response refers must appear on each page.
- 4. Exceptions to local, state or federal laws cannot be accepted under this bid.

X	No, this respondent does not have exceptions to the Terms and Conditions incorporated in Part	
	A and B of this RFP.	
	Yes, this respondent has the following exceptions to the Terms and Conditions incorporated in	
	Parts A and/or B of this RFP.	

RFP Section and Page Number	Outline Number	Term and Condition	Exception	
*				

# **Deviations**

#### **Instructions:**

- 1. If "no" is marked with an "X" below, complete this form by signing it at the bottom.
- 2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of deviations. (To insert more rows, hit the tab key from the last field in the last row and column.)
- 3. If adding pages, the respondent's name and identifying information as to which item the response refers must appear on each page.
- 4. Deviations to local, state or federal laws cannot be accepted under this bid.

1	X	No, this respondent does not have deviations (exceptions or alternates) to the specifications listed
		in Part B of this RFP.
		Yes, this respondent has the following deviations to the specifications listed in Part B of this RFP.

Outline Number Part B	Specification (describe)	Details of Deviation
	1	

Signature

1/2.



## Part E – Signature Forms AEPA RFP 021-G Security Solutions

#### **Instructions**

Contained herein are forms that <u>require a signature</u> from an authorized person at your company. All items found within this document are <u>mandatory</u>. Failure to sign the required areas, sections, or signature lines will allow AEPA to consider your company's proposal as <u>non-responsive</u>.

To submit the required signed forms, follow these steps:

- 1. Read the documents in their entirety.
- 2. Complete all forms and sign when required.
- 3. Once signed, place notary stamp in the delegated area on the Bid Affidavit.
- 4. Return the forms and pages in their correct order and scan one (1) single PDF format titled "Part E Signature Forms Name of Bidding Company" (i.e. one PDF document for all signature forms).
- 5. Submit Part E, along with other required documents in Public Purchase.

AEPA does not allow electronic signatures.

\*Note, a bid checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as <u>one (1). single PDF</u> titled "Part E – Signature Forms – Name of Bidding Company".

<u>Uniform Guidance "EDGAR" Certification Form - \*signature required</u> <u>Bid Affidavit - \*signature required</u> <u>Acceptance of Bid & Contract Award - \*signature required</u>

# Uniform Guidance "EDGAR" Certification Form 2 CFR Part 200

When a purchasing 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, referred to as the "Uniform Guidance" or new "EDGAR". All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent's willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent's authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

## 1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

## 2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent's return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency's provision shall control.

## 3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of

"federally assisted construction contract" in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

## 4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at <a href="www.wdol.gov">www.wdol.gov</a>. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

#### 5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek 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 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

# 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 sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient 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.

# 7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$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 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

#### 8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

## 9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents that apply or bid for an award exceeding \$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 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

## 10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent 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 may require to confirm estimates and otherwise comply. The requirements of Section 6002 include 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 \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$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.

## 11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFRR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

# 12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By <u>initialing the table</u> (1-12) and <u>signing below</u>, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent	Initial
	<u>Certification:</u>	
	YES, Lagree or	
	NO, I do NOT agree	
1. Violation of Contract Terms and Conditions	Jes Iagree	SJ
2. Termination for Cause of Convenience	Yes Tagree Yes Tagree	ST
3. Equal Employment Opportunity	Yes, I agree	ST
4. Davis-Bacon Act	Yes Ingree	SJ
5. Contract Work Hours and Safety Standards Act	Yes, Iagree	ST
6. Right to Inventions Made Under a Contract or Agreement	Yes Ingree	ST
7. Clean Air Act and Federal Water Pollution Control Act	Yes I agree	SJ
8. Debarment and Suspension	Yes Fagree	SV
9. Byrd Anti-Lobbying Amendment	Yes, Fagree	51
10. Procurement of Recovered Materials	Yes, I agree	SV
11. Profit as a Separate Element of Price	Yes I agree	SJ
12. General Compliance with Participating Agencies	Yes, I agree	TZ

DLD Technologias Corp
Name of Business
J.
Signature of Authorized Representative
SHUANG JI
Printed Name
9/4/2020
Date '/

5

# Solicitation Affidavit

**Instructions:** This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

- 1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the *Member Agency*, or any employee thereof, or any person, business or corporation under contract with the *Member Agency* whereby the Respondent, in order to induce the acceptance of the foregoing bid by the *Member Agency*, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
- 2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
- 3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the *Member Agency*, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- 4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
- 5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
- 6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
- 7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

SHUANG JI	3561 Homestead Rd, Suite 424	,
Authorized Representative (Please print or type)	Mailing Address	
CEO	Santa Clara, CA 95051 City, State, Zip	
Title (Please print or type)	City, State, Zip	
Signature of Authorized Representative	9/4/2020	
d'in	Date	
Subscribed and sworn to before me this	4th day of September, 20	20
Notary Public in and for County of	Santa Clara State of Californian	
My commission expires on	12 18 2020 Signature Maple	
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfuliness, accuracy, or validity of that document.	MELISSA LOPEZ-GONZALES COMM. #2176054 NOTARY PUBLIC • CALIFORNIA SANTA CLARA COUNTY MY COMM. EXP. DECEMBER 18, 2020	



# Acceptance of Solicitation & Contract

**Instructions:** PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

#### **PART I: RESPONDENT**

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

<b>Business Name</b>	DLD Technologies Conf	<u>Date</u>	9/20/2020
Address	3561 Homostand Rd, Ste 4:	City, State Zip	Sunta Clara CA 9505,
Contact Person	Shuang Ji	Title	CEO
Authorized Signature	1	Title	CEO
Email	Shuang, jia deledao. con	✓ Phone	408-412-1718

#### PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to twelve (12) months and will commence on the date indicated below and continue until February 28, 2022, unless terminated, canceled, or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

Awarding Agency				
Authorized Representative				
Awarded this	day of		Contract Number	
Contract to commence				
(Member Agency to select)		3/1/2021	Or	



# **Association of Educational Purchasing Agencies** Tabulation Report RFP #021-G - Security Solutions Vendor: Deledao

**General Comments:** 'Exhibit A - Financial Health Documents - Deledao' will be submitted separately via the approved email

address. Thank you.

**General Attachments:** Exhibit B - Marketing Plan - Deledao.pdf

Part D - Questionnaire - Deledao.pdf Part E - Signature Forms - Deledao.pdf Part F - Pricing Schedule - Deledao.xlsx

Price List - Deledao.pdf