## TIPS VENDOR AGREEMENT

Between

Argus Talent LLC

and

(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS) For

## 170705 Staffing Services

#### **General Information**

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the Solicitation (RFP, RCSP, RFQ) as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS.

## **Definitions**

**PURCHASE ORDER** is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums or deleted from the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are examples of possible addenda.

## **Terms and Conditions**

## Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Shipping, delivery or freight charges shall be passed through at cost to the TIPS Member.

## **Warranty Conditions**

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing with the TIPS Member. All equipment proposed shall be new unless clearly stated in writing to the TIPS Member.

## **Customer Support**

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

## **Agreements**

**All Agreements and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

**Agreements for purchase** will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agents of the purchasing TIPS Member.

## Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

## **Assignments of Agreements**

No assignment of Agreement may be made without the prior written approval of TIPS. Payment made by a TIPS Member can only be made to the awarded Vendor or vendor assigned dealer. **Disclosures** 

- 1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- 2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with TIPS under a TIPS Agreement.
- 3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

## **Renewal of Agreements**

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the related solicitation as specified on page one of this agreement. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

NO AGREEMENT FOR GOODS OR SERVICES WITH A TIPS MEMBER BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT, MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE TIPS MEMBER MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE TIPS MEMBER SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE TIPS MEMBER FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A TIPS MEMBER INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE TIPS MEMBER HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A TIPS MEMBER AND A TIPS AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

## **Shipments**

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and 3 of 11

the TIPS Member as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

## **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS Member. Each invoice shall include the TIPS Member's purchase order number. The shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS or the TIPS Member.

## **Payments**

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

## **Pricing**

The Vendor agrees to provide pricing to TIPS and TIPS Member entities that is at least equal to the lowest pricing available to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement.

The Vendor agrees to promptly and proportionally lower the cost of any product purchased through TIPS following a reduction in the supplying manufacturer or publisher's direct cost to the Vendor. Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

## **Participation Fees**

Vendor or vendor assigned dealer agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to Tips Members utilizing a TIPS awarded contract. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping records of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

## Indemnity

- 1. Indemnity for Personality Agreements. Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement or sales made to TIPS Members under this agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.
- 2. Indemnity for Performance Agreements. The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

## State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

## Miscellaneous

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

## **Purchase Order Pricing/Product Deviation**

If a deviation of agreed pricing/product on a purchase order form a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

#### **Termination for Convenience**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member.

## **TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "TIPS Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating Member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating Member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report otherwise).

## **Supplemental Agreements**

The TIPS Member and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

## **INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:**

ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFOMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILTY TO INDEMNIFY ANY PARTY.

## Licenses

Awarded vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

#### Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject assignment of this agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

## Site Requirements (Only when applicable to service or job)

**Cleanup:** Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor 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 TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety measures:** Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

## Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

## **Invoices**

The awarded vendor shall submit invoices to the TIPS Member clearly stating "Per TIPS Agreement". The shipment tracking number or other applicable pertinent information for verification shall be made available upon request.

## Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS and approval of which, shall not be unreasonably withheld by TIPS.

## **Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

## **Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

## **Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of three (3) years from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS. Tips shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

## **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the

inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

## **Acceptance of work by TIPS Member**

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

## **Support Requirements**

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

## **Incorporation of Solicitation**

The TIPS Solicitation, Request for Proposals, Request for Qualifications or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

See next page

9 of 11

## **Special Terms and Conditions**

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- Agreements: All orders made by TIPS Members to the awarded vendor must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three (3) business days and confirm its receipt with TIPS.
- <u>Promotion of Agreement</u>: It is agreed that Vendor will encourage all eligible entities to
  purchase from the TIPS Program. Encouraging entities to purchase directly from the
  Vendor and not through TIPS Agreement is a breach of this agreement terms and
  conditions and will result in termination and rescission of this agreement and removal of
  the Vendor from the TIPS Program.
- <u>Daily Order Confirmation</u>: All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within two (2) business days.
- Vendor custom website for TIPS: If Vendor is hosting a custom TIPS Agreement catalog website, then any updated pricing must be posted by 1<sup>st</sup> of each month. Any increase in a "catalog" price, as defined herein, is not effective until it is published in the vendor's "catalog" as defined herein.
- <u>Back Ordered Products</u>: If product is not expected to ship within 3 business days, customer is to be notified within 24 hours of order receipt and appropriate action taken based on customer request.

Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

## TIPS Vendor Agreement Signature Form

RFP 170705 Staffing Services

Company Name Argus Talent LLC	
Address 11739 South Wilcrest	Drive
<sub>City</sub> Houston	$_{\text{State}}$ TX $_{\text{Zip}}$ 77099
Phone 713-465-5985	713-465-7545
Email of Authorized Representative info@a	rgustalent.com
Name of Authorized Representative Zeyn F	atel
Title Vice President	
Signature of Authorized Representative	2 Dr.
Date8/18/17	
TIPS Authorized Representative Name Meredi	th Barton
Title Vice-President of Operations	
TIPS Authorized Representative Signature	levedit Barton
Approved by ESC Region 8 Aurd Wayne	Fitta
Date 9/24/17	

## The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator  Email Phone Fax	Rick Powell General Counsel/Procurement Compliance Officer rick.powell@tips-usa.com (903) 575-2689	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686 Contracts Support	Address  Contact  Department Building	
Bid Number Title Bid Type Issue Date Close Date	170705 Staffing Services RFP 7/6/2017 08:03 AM (CT) 8/18/2017 03:00:00 PM (CT)	Department Building Floor/Room Telephone Fax Email		Floor/Room Telephone Fax Email	
Supplier Inform	mation				
Company Address	Argus Talent 11739 S Wilcrest Drive				
Contact Department Building	Houston, TX 77099 Zeyn Patel				
Floor/Room Telephone Fax Email Submitted Total	(713) 465-5985 (713) 465-7545 zeyn@argustalent.com 8/18/2017 12:23:20 PM (CT) \$0.00				
By submitting	your response, you certify that yo	ou are authori	ized to represent and bind	your company.	
Signature Ze	yn Patel		Email zeyn	@argustalent.com	
Supplier Notes					
Bid Notes					
Bid Activities					
Bid Messages	:				

#	Name	Note	Response
-	Name	Note	Kesponse
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	Yes
2	Yes - No	Historically Underutilized Business - HUB (Required by some	Yes
		participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Argus Talent offers a wealth of innovative staffing strategies that give our clients an edge in a rapidly changing business environment. We provide highly skilled professionals in some of today's hottest staffing areas. Our applicant base includes employees who have made a caree in contract work as well as individuals that have employed our resources to secure rewarding direct positions. Now is the time to contact Argus Talent so we can put our skills to work for you.
6	Primary Contact Name	Primary Contact Name	Zeyn Patel
7	Primary Contact Title	Primary Contact Title	Vice President
В	Primary Contact Email	Primary Contact Email	zeyn@argustalent.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7134655985
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7134657545
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7135306254
12	Secondary Contact Name	Secondary Contact Name	Gani Khalfe
13	Secondary Contact Title	Secondary Contact Title	Vice President
14	Secondary Contact Email	Secondary Contact Email	info@argustalent.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7134655985

16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7134657545
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7132404444
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Zeyn Patel
19	Admin Fee Contact Email	Admin Fee Contact Email	info@argustalent.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7134655985
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Zeyn Patel
22	Purchase Order Contact Email	Purchase Order Contact Email	info@argustalent.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7134655985
24	Company Website	Company Website (Format - www.company.com)	www.argustalent.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	273819184
26	Primary Address	Primary Address	11739 South Wilcrest Drive
27	Primary Address City	Primary Address City	Houston
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	77099
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Staffing, Temporary Labor, Administrative, IT, Consulting, Finance, Workers, Engineers, Employment services, Computer Analyst, Computer Programming, Clerks, Personnel, Secretary, Drafter, Accountant,
31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:  (A) has its principal place of business in Texas;  OR  (B) employs at least 500 persons in Texas?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Houston

Company Residence (State) Vendor's principal place of business is in the state of? **TEXAS** Felony Conviction Notice: (Required by the State of Texas) My firm is, as outlined on (No Response Required) PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Yes - No A publicly held corporation; therefore, this reporting No requirement is not applicable? Is owned or operated by individual(s) who has/have been 37 Yes - No No convicted of a felony? Please provide details of the conviction. This is not 38 If your firm is owned or operated by the following individual(s) who has/have been convicted of a necessarily a disqualifying factor and the details of the felony: conviction determines the eligibility. Providing false or misleading information about the conviction is illegal. 39 Pricing Information: Pricing information section. (Questions 39 - 43) (No Response Required) 40 Discount Offered What is the MINIMUM percentage discount off of any item 18% or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%. TIPS administration fee By submitting a proposal, I agree that all pricing submitted (No Response Required) to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member. Yes - No Vendor agrees to remit to TIPS the required administration Yes TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
44	Start Time	Average start time after receipt of customer order is working days?	1
45	Years Experience	Company years experience in this category?	8
46	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.  EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller.  (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes
49	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that:  1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)
50	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein-you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686  You may find the Blank CIQ form on our website at:  Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf  Do you have any conflicts under this statutory requirement?	No
51	Filing of Form CIQ	If yes (above), have you filed a form CIQ as directed here?	

52 Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

53 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies

(No Response Required)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
  (2) In connection with this bid, neither I nor any
- representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal
- antitrust law;
  (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual

engaged in the same line of business as the Company.

- Instructions for Certification:
- 1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

56 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and Yes 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide 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 1986 Comp., p. 189) and 12689 (3 CFR 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.

By submitting this offer and certifying this section, this bidder:

Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3)

email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your

Yes

proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

58 2 CFR PART 200 Contract Provisions Explanation Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain

provisions covering the following, as applicable.

59 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold Yes currently set at \$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 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee Yes or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess

of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and

TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS. Does vendor agree?

(No Response Required)

Yes

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). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree?

62 2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. Yes 1352)—Contractors 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 takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree?

2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is

prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree

to these terms?

65 Indemnification

Yes

66 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue

and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution

of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived

under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any

issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a

prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee

equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and

will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if

signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

Remedies Explanation of No Answer

68 Choice of Law

This agreement and any addenda or other additions and Yes all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

69 Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any

contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties

irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter

have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in

any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting

from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph

with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to

waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section

may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.

Yes, I Agree

Yes

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

70 Alternative Dispute Resolution

Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding

mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue

cost.

Do you agree to these terms?

Do you agree to these terms?

71 Alternative Dispute Resolution Explanation of No Answer

72 Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved. Do you agree to these terms?

Yes, I Agree

Yes, I Agree

73 Infringement(s) Explanation of No Answer

74 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.

75 Acts or Omissions Explanation of No Answer

76 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Payment Terms:

Yes

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

#### Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

78 Insurance and Fingerprint Requirements Information

#### Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: http://www.statutes.legis.state.tx.us/
If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Does the vendor agree with the General Conditions Standard Terms and

Conditions or Item Specifications listed in this proposal invitation?

Yes

None

80 Solicitation Deviation/Compliance

81 Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

82 Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

Yes

83 Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

ine Items		
	Response Total:	\$0.00

## REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. <u>DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.</u>

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Rosehill Resources	Anastasia Norton	anorton@rosehillres.com	281-675-3430
Houston Community College	Veronica Douglas	veronica.douglas@hccs.edu	713-718-5278
Adecco	Cicely Cade	Cicely.Cade@adeccona.com	832-865-5901
Elliott Group	Susan Swann	sswann@elliott-turbo.com	904-714-6009

## RFP 170705 Staffing Services

## **Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

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 a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or 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 paid 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," 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 subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Argus Talent LLC		
11739 South Wilcrest Drive. Houston, Texas 77099		
Name/Address of Organization		
Zeyn Patel Vice President		
Name/Title of Submitting Official		
7 M	8/18/17	
Signature	Date	

## FELONY CONVICTION NOTICE

## FOR RESPONSE TO TIPS SOLICITATION

You may attach anther sheet

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

I, the undersigned agent for the firm named below, certify that the information concerning

## THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

## Complete only one of the three below: A <u>or</u> B <u>or</u> C.

notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Argus Talent

Print Authorized Company Official's Name

My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official:

OR

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official:

OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s):

Details of Conviction(s):

Signature of Authorized Company Official:

# Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)
✓YES or NO
2. If yes, do you agree to comply with the following federal requirements? (Circle one)
✓YES or NO
2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's chass enterprises, and labor surplus area firms are used when possible.
(b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's
business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
<ul> <li>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business</li> <li>Administration and the Minority Business Development Agency of the Department of Commerce; and</li> <li>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs</li> <li>(1) through (5) of this section.</li> </ul>
Company Name_ Argus Talent LLC
Print name of authorized representative Zeyn Patel
Signature of authorized representative
Date8/18/17

# FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

proposal and put this COMPLE apload with your proposal subn apploaded is to indicate we apploaded in apploaded is to indicate we apploaded in apploaded in ap	ther law(s), you must TED form as a cover nission. (You must inchich material in your puest.) Education Servi confidentiality and sha by be deemed as public final determination who	make a copy of a sheet to said make the confider or oposal, if any, you ce Center Region information under the information and ether the information of the confidence of the	all claimed conterials then notial information deem con 8 and TIPS any release or Chapter 55%.	pject to public disclosure pursuant of pursuant of pursuant and the pursuant of pursuant and the pursuant of pursuant and the submitted proposal as we fidential in the event the District will follow procedures of controlling of information required by law. Program and the pursuant of pursuant and the pursuant a	and ell,  ig icing Texas
to the competitive procurement pr	rocess (e.g. RFP, CSP, ervice Center Region 8 der Texas Gov't Code	Bid, RFQ, etc.) band TIPS. The a	by completing ttached conta	formation contained within our respective the following and submitting this ins material from our proposal that invoke my statutory rights to	sheet
Name of company claiming co	nfidential status of n	naterial			
Printed Name, Title, and Signa Address	City	State	ZIP	Phone	
ATTACHED ARE COPIES O		OF CONFIDEN	TIAL MAT	ERIAL FROM OUR PROPOSA	<b>L</b>
170705 Staffing Services					
	ASSEST TURNING STILL ASSESSMENT		entiality as t	o any and all information contai	 ned
Express Waiver: I desire to e	xpressly waive any	t process (e.g. R	FP, CSP, Bi	o any and all information containd, RFQ, etc.) by completing the atter Region 8 and TIPS.	ned
Express Waiver: I desire to e within our response to the com following and submitting this s	expressly waive any petitive procurement sheet with our response.	t process (e.g. R use to Education	FP, CSP, Bi Service Cer	d, RFQ, etc.) by completing the	ned
Express Waiver: I desire to e within our response to the com following and submitting this s  Argus Talent LLC  Name of company expressly w	expressly waive any petitive procurement sheet with our response.	t process (e.g. R use to Education	FP, CSP, Bi Service Cer	d, RFQ, etc.) by completing the	ned
Express Waiver: I desire to e within our response to the com following and submitting this s  Argus Talent LLC Name of company expressly w  Zeyn Patel, Vice President	expressly waive any petitive procurement sheet with our responsaiving confidential s	t process (e.g. Rase to Education	FP, CSP, Bi Service Cer	d, RFQ, etc.) by completing the ster Region 8 and TIPS.	
Express Waiver: I desire to e within our response to the com following and submitting this s  Argus Talent LLC Name of company expressly w  Zeyn Patel, Vice President	expressly waive any petitive procurement sheet with our responsaiving confidential s	t process (e.g. Rase to Education	FP, CSP, Bi Service Cer	d, RFQ, etc.) by completing the	



# NMSDC National Minority Supplier Development Council

## **Argus Talent, LLC**

Argus Talent

\* Nationally certified by the: HOUSTON MINORITY SUPPLIER DEVELOPMENT COUNCIL

\*NAICS Code(s): <u>561320</u>; <u>541611</u>; <u>541511</u>; <u>541512</u>

\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify, Develop, Connect, Advocate.

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

## **IMPORTANT NOTICE TO PROPOSER:**

# IF YOU WANT YOUR PROPOSAL TO BE CONSIDERED FOR USE BY TEXAS STATE AGENCIES AND UNIVERSITIES AND SOME APPLICABLE LOCAL ENTITIES,

## YOU MUST COMPLETE THE FOLLOWING FORM

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

ATTACHED BELOW IS THE OFFICIAL STATE OF TEXAS FORM



# HUB Subcontracting Plan (HSP) QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

>		If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
		Section 1 - Respondent and Requisition Information
		Section 2 a Yes, I will be subcontracting portions of the contract
		Section 2 b List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
		Section 2 c Yes
		Section 4 - Affirmation
		GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
>		If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a <i>continuous contract</i> in place for five (5) years or less <i>meets or exceeds</i> the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
		Section 1 - Respondent and Requisition Information
		Section 2 a Yes, I will be subcontracting portions of the contract
		Section 2 b List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB
_	_	vendors and Non-HUB venders
		Section 2 c No
		Section 2 d Yes
	_	Section 4 - Affirmation
L	J	GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
>		If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a <u>continuous contract</u> in place for five (5) years or less <u>does not meet or exceed</u> the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
		Section 1 - Respondent and Requisition Information
	_	Section 2 a Yes, I will be subcontracting portions of the contract
		Section 2 b List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
		Section 2 c No
		Section 2 d No
		Section 4 - Affirmation
		GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
>		If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
		Section 1 - Respondent and Requisition Information
		Section 2 a No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
		Section 3 - Self Performing Justification
		Section 4 - Affirmation

\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



# **HUB Subcontracting Plan (HSP)**

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- · 23.7 percent for professional services contracts,
- · 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

Point of Contact: Zeyn Patel

E-mail Address:

Requisition #:

info@argustalent.com

Is your company a State of Texas certified HUB? 🔽 - Yes 🔀 - No

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or a specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the rewill subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommendations.	exceeds the statewide HUB goal or the agency espondent must identify the HUBs with which it have been in place for five years or less shall
SECTION-1: RESPONDENT AND REQUISITION INFORM	
a Respondent (Company) Name: Argus Talent LLC	State of Texas VID #: 1273819184500
a Respondent in publishin 1888. Wilding Faicht FFA	State of 16436 VIII #: 1213013104300

1

Phone #: 713-465-5985

Fax #:

Bid Open Date:

713-465-7545

(mm/dd/yyyy)

Enter your company's name here:	Argus Talent LLC	Requisition #:	170705

## SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

- a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:
  - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)
  - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)
- b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

		HL	Non-HUBs	
Item #	Subcontracting Opportunity Description	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Staffing Services	24 %	24 %	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	24 %	24 %	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <a href="http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/">http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/</a>).

- c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.
  - ☑ Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
    ☐ No (If No, continue to Item d, of this SECTION.)
- d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".
  - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
  - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

"Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new contracts."

Enter your company's name here: Argus Talent LLC Requisition #: 170705

## SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)

**a.** This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

		HU	Non-HUBs		
Item #	Subcontracting Opportunity Description	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.	
16		%	%	%	
17		%	%	%	
18		%	%	%	
19		%	%	%	
20		%	%	%	
21		%	%	%	
22		%	%	%	
23		%	%	%	
24		%	%	%	
25		%	%	%	
26		%	%	%	
27		%	%	%	
28		%	%	%	
29		%	%	%	
30		%	%	%	
31		%	%	%	
32		%	%	%	
33		%	%	%	
34		%	%	%	
35		%	%	%	
36		%	%	%	
37		%	%	%	
38		%	%	%	
39		%	%	%	
40		%	%	%	
41		%	%	%	
42		%	%	%	
43		%	%	%	
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%	

\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new contracts."

(mm/dd/yyyy)

K	nter your company's name here:	Argus Talent LLC		Requisition #:	
	. CTION-3: SELF PERFORMING JUSTIF				
Che	eck the appropriate box (Yes or No) that in tract with its own resources.	ndicates whether your response/prop	oosal contains an exp	planation demonstrating how y	our company will fulfill the entire
	<ul> <li>☐ - Yes (If Yes, in the space provided entire contract with its own equipme</li> <li>☐ - No (If No, in the space provided or employees.)</li> </ul>	ent, supplies, materials and/or emplo	vees.)		
			= 1 9		
			,		
9=	CTION-4: Affirmation				
	evidenced by my signature below, I affirm	that I am an authorized representati	ie of the respondent	listed in SECTION 1, and that	the information and augmenting
locu	imentation submitted with the HSP is true	and correct. Respondent understand	s and agrees that, if a	awarded any portion of the req	uisition:
•	The respondent will provide notice as so contract. The notice must specify at a subcontracting opportunity they (the sub the total contract that the subcontracting point of contact for the contract no later the subcontract of the contract no later the subcontract of the contract no later the subcontract no later the sub	minimum the contracting agency's contractor) will perform, the approximate opportunity represents. A copy of the	name and its point nate dollar value of the e notice required by	of contact for the contract, the subcontracting opportunity a	ne contract award number, the
	The respondent must submit monthly occumpliance with the HSP, including thtp://www.window.state.tx.us/procurements	he use of and expenditures made	e to its subcontract	nent Report – PAR) to the cotors (HUBs and Non-HUBs)	ontracting agency, verifying its . (The PAR is available at
	The respondent must seek approval fro subcontractors and the termination of a approval, respondent may be subject to debarment from all state contracting.	subcontractor the respondent idea	ntified in its HSP. If	the HSP is modified without	the contracting agency's prior
	The respondent must, upon request, alloare being performed and must provide do	ow the contracting agency to perform	n on-site reviews of tother resources.	he company's headquarters a	nd/or work-site where services
	mi.	Zeyn Patel		Vice President	8/18/17
	Signature	Printed Nam	2	Title	

## Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

## HSP Good Faith Effort - Method A (Attachment A)

Enter your company's name here:	Argus Talent LLC	Requisition #:	170705

**IMPORTANT**: If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for <u>each</u> of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <a href="http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf">http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf</a>.

## SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 1 Description: Staffing Services

## **SECTION A-2: SUBCONTRACTOR SELECTION**

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Percei	ected ntage of ntract
LPC Personnell INC	☑- Yes ☐ - No	176052489330	\$	8	%
Need' Em Help Temporaries Inc.	☑- Yes ☐ - No	175272939000	\$	8	%
HT Staffing Solutions, LLC DBA	☑- Yes ☐ - No	1205616525600	\$	8	%
	□- Yes □- No		\$		%
	□ - Yes □ - No		\$		%
	□-Yes □-No		\$		%
	□-Yes □-No		\$		%
	□-Yes □-No		\$		%
	□-Yes □-No		\$		%
	☐ - Yes ☐ - No		\$		%
	☐ - Yes ☐ - No		\$		%
	☐ - Yes ☐ - No		\$		%
	☐ - Yes ☐ - No		\$		%
	☐ - Yes ☐ - No		\$		%
	☐ - Yes ☐ - No		\$		%
	☐ - Yes ☐ - No		\$		%
	☐ - Yes ☐ - No		\$		%
	☐ - Yes ☐ - No		\$		%
	☐ - Yes ☐ - No		\$		%
	☐ - Yes ☐ - No		\$		%
	☐ - Yes ☐ - No	1	\$		%
	☐ - Yes ☐ - No		\$		%
	☐ - Yes ☐ - No		\$		%

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

## HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here:	Requisition #:
IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTIC page or download the form at <a href="http://window.state.tx.us/procurement/prog/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub-forms/hub/hub/hub-forms/hub/hub/hub-forms/hub/hub/hub-forms/hub/hub/hub/hub/hub/hub/hub/hub/hub/hub&lt;/td&gt;&lt;td&gt;ON 2, Item b of the completed HSP form. You may photo-copy this&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;SECTION B-1: SUBCONTRACTING OPPORTUNITY  Enter the item number and description of the subcontracting opportunity you listed in SECT the attachment.&lt;/td&gt;&lt;td&gt;TION 2, Item b, of the completed HSP form for which you are completing&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;Item Number: 1 Description: staffing services&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;SECTION B-2: MENTOR PROTÉGÉ PROGRAM&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, sub subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes &lt;a href=" mailto:specific"="">specific</a> portion of work.	
Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the	portion of work you listed in SECTION B-1 to your Protégé.
☐ - Yes (If <i>Yes</i> , to continue to SECTION B-4.)	
☐ - No / Not Applicable (If <i>No</i> or <i>Not Applicable</i> , continue to SECTION B-3 and SI	ECTION B-4.)
SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY	

When completing this section you <u>MUST</u> comply with items <u>a</u>, <u>b</u>, <u>c</u> and <u>d</u>, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs <u>and</u> trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <a href="http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan">http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan</a>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs <u>and</u> trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs <u>and</u> to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <a href="http://mycpa.state.tx.us/tpasscmblsearch/index.jsp">http://mycpa.state.tx.us/tpasscmblsearch/index.jsp</a>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the <a href="three">three</a> (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?	
			- Yes	☐ - No
			- Yes	☐ - No
			- Yes	☐ - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <a href="http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/">http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/</a>.
- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1.Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notic	e Accepted?
		□- Yes	□- No
		☐ - Yes	□- No

## HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here:		Requis	ition #:	
SECTION B-4: SUBCONTRACTOR SELECTION  Enter the item number and description of the subcontracting opportunity you lis the attachment.	ted in SECTION 2, Item	b, of the completed H	HSP form for which yo	ou are completing
a. Enter the item number and description of the subcontracting opportunity f	or which you are comple	ting this Attachment	B continuation page.	
Item Number: Description:				
b. List the subcontractor(s) you selected to perform the subcontracting opp HUB and their VID number, the approximate dollar value of the work to whether the company is a Texas certified HUB.	• • •			
Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	□ - Yes □ - No	<u> </u>	\$	%
	☐ - Yes ☐ - No		\$	%
	□ - Yes □ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	□ - Yes □ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	□ - Yes □ - No		\$	%
	□-Yes □-No		\$	%
	□-Yes □-No		\$	%
c. If any of the subcontractors you have selected to perform the subcontracting justification for your selection process (attach additional page if necessary)		d in SECTION B-1 is	not a Texas certified	d HUB, provide writter

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to <u>all</u> the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



## **HUB Subcontracting Opportunity Notification Form**

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least <a href="https://exas.certified">https://exas.certified</a> HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least <a href="https://exas.certified">https://exas.certified</a> HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least <a href="https://exas.certified">https://exas.certified</a> HUBs at least <a href="https://exas.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

4. Bonding/Insurance Requirements:	dentified in Section C, Item 1. Submit your response to the point-of-contact referenced	In Section A.		
Point-of-Contact: E-mail Address:  SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION  Agency Name: Point-of-Contact: Requisition #: Bid Open Date: Bid Open Date: If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than Select on Contact Time Date (premistary)  In accordance with 34 TAC \$20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days for to submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting agency in addition, at least seven (7) working takes have in Hispanic American. Native American, Warm. Service Disabled Veterany identified in Texas Administrative Code, \$20.11(19)(C).  (A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity opportunity Scope of Work:  1. Not Applicab  A Bonding/Insurance Requirements:    Not Applicab	SECTION: A PRIME CONTRACTOR'S INFORMATION			
Point-of-Contact: E-mail Address:  SECTION B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION  Agency Name: Point-of-Contact: Requisition #: Bid Open Date: Immids/yyy)  SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, D ESCRIPTION, REQUIREMENTS AND RELATED INFORMATION  1. Potential Subcontractor's Bid Response Due Date: If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than Select On Central Time Date (mm/dd/yyy)  In accordance with 34 TAC \$20.14, each notice of subcontracting apportunity, shall be provided to at least three (3) Texas certified HUBs, and sallow the HUBs at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting apportunity opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, \$20.11(19)(C)  (A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity office is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)  2. Subcontracting Opportunity Scope of Work:	Company Name:		State of Texas VID #:	
E-mail Address: Fax #:  SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION  Agency Name: Point-of-Contact: Phone #:  Requisition #: Bid Open Date: Bid Open Date: Bid Open Date: Bid Open Date: If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than Select On Contract Time Date (mindstyry).  In accordance with 34 TAC \$20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days for ros usubmitting our bid response to the contracting agency. We members of ground the subcontracting agency with a service members of or each of our subcontracting apportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of organizations and shallow the Full State American, Hispanic American, Native American, Native American, Stabled Veteran) identified in Texas Administrative Code, \$20.11(19)(C).  (A working day) is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the Trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)  2. Subcontracting Opportunity Scope of Work:			Phone #: _	
Agency Name: Point-of-Contact: Requisition #:  Bid Open Date:  Requisition #:  If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than Select on Date:  If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than Select on Date:  In accordance with 34 TAC \$20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days for row submitting our bid response to the contracting agency, me must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Marker American, Native American			Fax #:_	
Point-of-Contact: Requisition #:  Bild Open Date:    Bild Open Date:	SECTION: B CONTRACTING STATE AGENCY AND REQUISITION IN	FORMATION		
Requisition #: Bild Open Date:	Agency Name:			
If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than   Select   on   Date (mmiddlyyyy)	Point-of-Contact:		Phone #:	
SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, D ESCRIPTION, R EQUIREMENTS AND RELATED INFORMATION  1. Potential Subcontractor's Bid Response Due Date:  If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than Select On Central Time Date (mmiddyyyy)  In accordance with 34 TAC \$20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Noman, Service Disabled Veteran) identified in Texas Administrative Code, \$20.11(19)(C).  (A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)  2. Subcontracting Opportunity Scope of Work:	Requisition #:		Bid Open Date:	
1. Potential Subcontractor's Bid Response Due Date:  If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than Select On Date (mmiddlyyyy)  In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided at least five (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Warnan, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).  (A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)  2. Subcontracting Opportunity Scope of Work:				(mm/dd/yyyy)
If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than Select on Central Time Date (mmiddlyyyy)  In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).  (A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)  2. Subcontracting Opportunity Scope of Work:  4. Bonding/Insurance Requirements:	SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE D	ATE, D ESCRIPTION, R E	QUIREMENTS AND RELATE	D INFORMATION
we must receive your bid response no later than    Select	Potential Subcontractor's Bid Response Due Date:			
In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).  (A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)  2. Subcontracting Opportunity Scope of Work:	If you would like for our company to consider your company's	bid for the subcontracting o	pportunity identified below in Ite	em 2,
In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).  (A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)  2. Subcontracting Opportunity Scope of Work:	we must receive your bid response no later than Sele	ect on		
allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).  (A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)  2. Subcontracting Opportunity Scope of Work:		Central Time	Date (mm/dd/yyyy)	
3. Required Qualifications:	(A working day is considered a normal business day of a state agency declared closed by its executive officer. The initial day the subcontr	acting opportunity notice	is sent/provided to the HUBs	
4. Bonding/Insurance Requirements:	2. Subcontracting Opportunity Scope of Work:			
4. Bonding/Insurance Requirements:				
	3. Required Qualifications:			- Not Applicabl
. Location to review plans/specifications:	i. Bonding/Insurance Requirements:			Not Applicab
5. Location to review plans/specifications:				
	5. Location to review plans/specifications:			- Not Applicabl



## GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the Houston Minority Supplier Development Council (HMSDC), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to remain certified with the HMSDC, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HMSDC in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the HMSDC and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the HMSDC, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) that will provide you with addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free In Texas at 1-888-863-5881.

## Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: File/Vendor Number: Approval Date: Scheduled Expiration Date:

1273819184500 467836 01-DEC-2016 31-DEC-2017

In accordance with the Memorandum of Agreement between the Houston Minority Supplier Development Council (HMSDC) and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

## **ARGUS TALENT, LLC**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 03-FEB-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the HMSDC's program, you must immediately (within 30 days of such changes) notify the HMSDC's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the HMSDC's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Mily Pouls

Bobby Pounds, Interim Director Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



Argus Talents strategy for marketing and selling services to TIPS customers is twofold and will be based upon our existing knowledge of our customers and their business and a plan for targeted outreach to potential new customers. We become an extension of TIPS customers, and a true partner. Our services are based on the ability to fulfill your requirements effectively. This fuels our commitment to continuously identify and deliver solutions that improve your efficiencies— as a true partner should.

Argus Talent intends on using a number of marketing strategies that will allow Argus Talent to easily target TIPS customers seeking to hire new employees..

## **Existing Customer Knowledge**

We are able to build solutions that closely match our existing and new customer's requirements which results in successful solutions.

Our teams has over 50 years combined experience uniquely positions us to build solutions that closely match our customers' needs to successfully create solutions for their business.

As Argus builds its sales and marketing team each year, we identify those customers we know, and their planned technology procurements. During planning sessions, we map out an approach for creating a solution for our clients by taking the following steps:

- Our Business Development Managers will obtain detailed information regarding the business and technical needs the customer is seeking to satisfy throughout the fiscal year.
- This information is developed into a strategic plan that is discussed with the recruiting staff to determine resource staffing needs across several organizations and agencies.
- We then engage our recruiting staff on the development of a candidate resource pool in advance of the anticipated need so that Argus is in a strong position to respond when a solicitation is issued by TIPS Members.

This strategy is understood by each of the business development and account professionals within Argus and is a cornerstone to many years of providing highly qualified resources for our clients.



## **Targeted Outreach**

Argus also engages an outreach programs in order to market and sell the services listed to both current and possible future clients. Argus has participated in many industry and government specific conferences, including:

- State of Texas Procurement events
- City of Houston Procurement events
- OTC (Offshore Technology Conference)
- HMSDC (Houston Minority Supplier Diversity Council) events
- HCC (Houston Community College)
- Various County Procurement events

Argus staff members are involved on many of the planning committees for these conferences. In addition, Argus is involved in these conferences as a sponsor, an attendee, an advertiser in conference print material, and by marketing our services at each conference.

From a back office perspective, Argus has taken several steps over the past few years to enhance our capabilities to market our company to our clients and to our existing and potential candidate pool. Argus has continued to work with our applicant tracking system, to improve our recruiting capabilities and provide faster access to available candidates when a solicitation is issued by Clients. This update has enabled our company to better effectively serve the needs of our Clients proactively.

We have developed a series of automated screening tools, such as programming tests, personality assessments, language skills, and more. Candidates can go through simulations that will give employers valuable insights into a candidate's readiness and qualifications unique to each job.

Currently Argus is undergoing a retooling of the Argus Website to incorporate a more robust site, add additional social media capabilities, and more effectively market to both clients and consultants while improving our accessibility standards. This project is currently in the analysis phase with development anticipated this fall and rollout in early winter.

Keeping at the forefront of any business presents unique challenges. Argus remains committed to meeting those challenges head on via marketing and sales with the right team, the right processes and innovative technologies so that we can proactively serve the needs of our TIPS clientele.