

TIPS VENDOR AGREEMENT

Between Smarter HR Solutions and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 200601 Consulting and Other Related Services

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) 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 and the TIPS Vendor. 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 unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order (“PO”), Agreement or Contract 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 between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

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”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include **manufacturer's minimum standard warranty** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, 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.
- 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 the TIPS program.
- 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.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that Award Notifications are anticipated as published in the Solicitation.

Example: *If the anticipated award date published in the Solicitation is May 22, but extended negotiations delay award until June 27, the end date of the resulting initial "three-year" term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the Solicitation's Anticipated Award Date, published in the Solicitation, plus three years.

Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall*

be May 31, 2024.

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

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 that exceeds month to month terms 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, executed Agreement or other written instruction 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.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the

legally effective fee for that amount is due to TIPS from the Vendor.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance 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. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor 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

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be

construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically 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.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

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 reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (only when applicable to service or job)

Cleanup: When performing work on site at a TIPS Member’s property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. 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 subcontractor 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 unless otherwise agreed by the TIPS Member. 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.

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 the TIPS Member’s or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor’s names and logos with which TIPS agrees to comply. 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 which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer,

shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this 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 the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the 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 of TIPS related purchases 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 one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. 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 to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

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 full 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.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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.

Venue, 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 for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by

either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov’t Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor’s letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor’s policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried

by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 200601 Consulting and Other Related Services

Company Name Smarter HR Solutions

Address 7322 Southwest Fwy, Ste 1-1104

City Houston State TX Zip 77074

Phone 713-999-1205 Fax _____

Email of Authorized Representative nicolebellow@smarterhrsolutions.com

Name of Authorized Representative Nicole Bellow

Title CEO

Signature of Authorized Representative *Nicole Bellow*

Date 6/11/2020

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature *Meredith Barton*

Approved by ESC Region 8 *David Wayne Fitts*

Date 8/27/2020

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



**200601 Addendum 1
Smarter HR Solutions, LLC
Supplier Response**

Event Information

Number: 200601 Addendum 1
Title: Consulting and Other Related Services
Type: Request for Proposal
Issue Date: 6/4/2020
Deadline: 7/24/2020 03:00 PM (CT)

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Smarter HR Solutions, LLC Information

Contact: Nicole Bellow
Address: 1120 Nasa Parkway
Ste. 312
Houston, TX 77058
Phone: (713) 999-1205
Email: nicolebellow@smarterhrsolutions.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Nicole Bellow
Signature

nicolebellow@smarterhrsolutions.com
Email

Submitted at 7/24/2020 11:16:24 AM

Requested Attachments

Vendor Agreement

200601 Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

200601 Agreement_Signature_Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Pricing Spreadsheet #1

200601_Pricing_form_1.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Pricing Spreadsheet #2

200601_Pricing_form_2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

References

Reference Form.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

SHRS Subcontractor Presentation (4).pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

Resellers/Dealers - COMPLETE AND UPLOAD ONLY IF YOU HAVE RESELLER OF YOUR GOODS OR SERVICES PROPOSED *No response*

If the PROPOSING vendor has resellers that will be selling for the vendor UNDER this contract, the vendor must download the Resellers/Dealers spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

D/M/WBE Certification OPTIONAL

Certifications.pdf

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Supplementary

SHRS Subcontractor Presentation.pdf

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

No response

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Form

200601_CONFIDENTIALITY_CLAIM_FORM.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form

SHRS W-9.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

Bid Attributes

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. <input type="text" value="YES"/>
2	Yes - No Historically Underutilized Business - HUB (Required by some 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. <input type="text" value="Yes"/>
3	Yes - No The Vendor can provide services and/or products to all 50 US States? <input type="text" value="Yes"/>
4	States Served: If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="No response"/>
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.) <input type="text" value="Smarter HR Solutions is your business' way to work smarter — not harder. We offer all-encompassing HR services designed to help small to medium-sized businesses find the solutions they need to exceed. Many HR companies send you to several spots to get the data, personnel, and information you need, but not us. We are the hub. We are the singular source of all the HR resources you need to be successful. As members of the Association for Talent Development, SHRM, Texas Bay Area SHRM, Clear Lake Area Chamber of Commerce, League City Regional Chamber of Commerce, and the National Association of Minority Contractors (NAMC), we are ready to be your HR advisors, whether you need human resource consulting, recruitment, and even benefits. We are also a certified Minority Business Enterprise (MBE), Small Business Enterprise (SBE), Woman Business Enterprise (WBE), Historically Underutilized Business (HUB) with the City of Houston, and we are also apart of the Hire Houston First (HHF) program. We allow our accomplishments to speak for themselves."/>
6	Primary Contact Name Primary Contact Name <input type="text" value="Nicole Bellow"/>
7	Primary Contact Title Primary Contact Title <input type="text" value="CEO"/>
8	Primary Contact Email Primary Contact Email <input type="text" value="nicolebellow@smarterhrsolutions.com"/>

9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7139991205"/>
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10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7134178121"/>
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12	Secondary Contact Name Secondary Contact Name <input type="text" value="Stormie King"/>
-----------	--

13	Secondary Contact Title Secondary Contact Title <input type="text" value="Contract / Vendor Specialist"/>
-----------	--

14	Secondary Contact Email Secondary Contact Email <input type="text" value="stormie@smarterhrsolutions.com"/>
-----------	--

15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8328563446"/>
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16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Nicole Bellow"/>
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19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="nicolebellow@smarterhrsolutions.com"/>
20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7139991205"/>
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Stormie King"/>
22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="stormie@smarterhrsolutions.com"/>
23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8328563446"/>
24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.smarterhrsolutions.com"/>
25	Federal ID Number Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 123456789) <input type="text" value="465303212"/>
26	Primary Address Primary Address <input type="text" value="7322 Southwest Fwy, Ste 1-1104"/>
27	Primary Address City Primary Address City <input type="text" value="Houston"/>
28	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="TX"/>
29	Primary Address Zip Primary Address Zip <input type="text" value="77074"/>

3
0 **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.)

HR Consulting, HR Outsources Management, Payroll, PEO Alternative, PEO,

3
1 **Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

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 include 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.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to TIPS Members regardless of the fund source, whether it be local, state or federal?

Yes

3
2 **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?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

Yes

3
3 **Company Residence (City)**

Vendor's principal place of business is in the city of?

Houston

3
4 **Company Residence (State)**

Vendor's principal place of business is in the state of?

TX

35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION

Remember this is a MINIMUM discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied 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%.

36 Yes - No

For the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on the Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

37 TIPS Administration Fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to 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.

38 Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

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.

39 Yes - No

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

40 Years experience in category of goods or services

Company years experience in this category of goods or services? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.

41 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: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart 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.

42 Pricing discount percentage are guaranteed for?

Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?

43 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?

44 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.

4 5 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

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.

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>

There is an optional upload for this form provided if you have a conflict and must file the form.

4 6 Filing of Form CIQ

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4 7 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.

4 8 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

4 9 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

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.

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, 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 transaction originated may pursue available remedies, including suspension and / or debarment.

5
1 **Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 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 answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

5
2 **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 by answering YES will render your 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.

5 **2 CFR PART 200 Contract Provisions Explanation**

3 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.

5 **2 CFR PART 200 Contracts**

4 Contracts for more than the simplified acquisition threshold 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.

Does vendor agree?

5 **2 CFR PART 200 Termination**

5 Termination for cause and for convenience by the grantee 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?

5
6

2 CFR PART 200 Clean Air Act

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

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?

5
7

2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 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?

5
8

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?

5 2 CFR PART 200 Procurement of Recovered Materials

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?

6 0 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.

6 1 If you answered "I HAVE lobbied" to the above Attribute Question

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

**6
2** **Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

**6
3** **ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 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 business 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;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

6 **Indemnification**

4

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?

6 **Remedies**

5

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 MAY 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?

6 **Remedies Explanation of No Answer**

6

6
7 **Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

6
8 **Venue, 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. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

6
9 **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?

7
0 **Infringement(s) Explanation of No Answer**

7
1 **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.

7
2

Payment Terms and Funding Out Clause

Payment Terms:

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?

7
3

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

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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.

Some

7 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

5 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

7 **Texas Government Code 2270 Verification Form**

6 Texas Government Code 2270 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

7 **Logos and other company marks**

7 Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

78 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

79 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.

No response

80 Agreement Deviation/Compliance

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

Yes

81 Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate from 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.

No response

82 Felony Conviction Notice

Texas Education Code, 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." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

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

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

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

83 If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

84 Long Term Cost Evaluation Criterion # 4.

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".

Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

85 Required Confidentiality Claim Form

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at rick.powell@tips-usa.com

86 Choice of Law clauses with TIPS Members

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

87 Venue of dispute resolution with a TIPS Member

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

8
8 **Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

8
9 **Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

9
0 **Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

9
1 **Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9
2 **Upload of Current W-9 Required**

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

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. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Port Authur Housing Authority	Cele Quesada	cele.guesada@pahousing.org	409-540-0949
Dickinson Water Company	Nancy Click	nclick@wcid1.com	281-534-8329
Woman Crisis Center	Kelly Waters & Rose Hernandez	kwaters@ecisd.org & rosah@crisiscnt.com	979-543-6771 & 979-245-9109
Amoco Federal Credit Union	Shawn Bailey	sbailey@amocofcu.org	800-231-6053
Risktec Solutions	Donna Pruitt	donna.pruitt@risktec.tuv.com	281-333-5080

Required Confidential Information Status Form

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

Smarter HR Solutions

Name of company

Nicole Bellow, CEO

Printed Name and Title of authorized company officer declaring below the confidential status of material

7322 Southwest Fwy, Ste 1-1104 Houston TX 77074 713-999-1205

Address City State ZIP Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION.

I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date _____

OR -----

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature Nicole Bellow Date 6/11/2020



Sylvester Turner,
Mayor

CITY OF HOUSTON

Office of Business Opportunity



Smarter HR Solutions, LLC

is duly certified as a

Minority Business Enterprise (MBE)

Certified Categories:

Certification Number: 20-5-13507

NAICS 541612: HUMAN RESOURCES CONSULTING SERVICES

NAICS 561320: CONTRACT STAFFING SERVICES

NAICS 611430: PROFESSIONAL DEVELOPMENT TRAINING

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, SBE, PDDBE, ACDBE and DBE firms via the following weblink: <https://houston.mwdbecom.com/?TN=houston>.



Sylvester Turner,
Mayor

CITY OF HOUSTON

Office of Business Opportunity



Smarter HR Solutions, LLC

is duly certified as a

Women Business Enterprise (WBE)

Certified Categories:

Certification Number: 20-5-13507

NAICS 541612: HUMAN RESOURCES CONSULTING SERVICES

NAICS 561320: CONTRACT STAFFING SERVICES

NAICS 611430: PROFESSIONAL DEVELOPMENT TRAINING

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, SBE, PDDBE, ACDBE and DBE firms via the following weblink: <https://houston.mwdbec.com/?TN=houston>.

Nicole Bellow
Smarter HR Solutions, LLC
1902 26th Ave N
Suite B-129
Texas City, TX 77590
Certification #20-5-13507
Dear Nicole Bellow:

CONGRATULATIONS! Your application for certification as a City of Houston Disadvantaged Business Enterprise (DBE) is approved. The approval is contingent upon your firm maintaining certification eligibility and cooperation with the annual update process on each anniversary date.

We have certified Smarter HR Solutions, LLC, only for HR Consulting, Staffing and Recruitment, Training and Development. You are being listed in the Directory of certified M/W/S/DBE, in the following Directory Capability listing:

NAICS: NAICS 541612: HUMAN RESOURCES CONSULTING SERVICES
NAICS 561320: CONTRACT STAFFING SERVICES
NAICS 611430: PROFESSIONAL DEVELOPMENT TRAINING

The certification covers only the company, that is listed in this letter and on the attached certificate, not any other company with which you may be associated, and only for those specific functions mentioned herein.

Now that you are certified, the adventure begins. You will also receive emails on upcoming contracting opportunities, networking events, and free training. Check our website at www.houstontx.gov/obo/index.html for valuable resource information.

Here is important information that you need to know:

Each year, one month prior to the anniversary date of your certification, you will receive instructions on how to complete the Annual Update Form and Affidavit. This form must be completed and returned along with a signed copy your Business Income Tax (Form 1120, 1065 or 1040 All Schedules including Schedule C). Please note that for Tax Returns not yet filed under an extension of time to file, a copy of the extension will suffice. If you do not complete and return the above items, your certification may be revoked.

Also, failure to report company changes to us such as (ownership changes, address, phone number, business structure changes, etc.), or any subsequently discovered material misrepresentation in the certification application or in the execution of a contract, will be reason for revocation of certification for up to a five-year period.

It is your responsibility to periodically monitor the online M/W/S/DBE Directory at <https://houston.mwdbe.com/VendorSearch.asp> to ensure the accuracy of your contact information and profile. Attached is a copy of your firm's certification profile. If there are any changes to your firm's contact information (name, address, phone, fax, email), please contact our office immediately at (832) 393-0600 so that the appropriate adjustments can be made.

I want to emphasize several important facts for your consideration:

First, we are here to assist you with any question or problems about how the City's M/W/S/DBE program works. We are also here to assist you with any problems on a City contract.

Second, never allow a company to submit your name unless you will, through your own efforts, be doing the work. The following practices are violations of the City's M/W/S/DBE program and will result in the revocation of certification for a five-year period.

1. Allowing your company's name to be submitted toward satisfying the M/W/S/DBE goal for a scope of work for which you are not certified;
2. Brokering or passing-through supply orders, wherein your contract includes dollars for supplies which you would only

order from distributor or manufacturer;

3. Hiring members of the prime contractor's workforce;

4. Allowing your company's name to be submitted toward satisfying the M/W/S/DBE goal, but not actually performing, through your own workforce, the exact scope of work submitted in the prime's contract documents;

5. Requesting or allowing the prime contractor to "advance" dollars or otherwise meet payroll for your employees.

Third, after you sign a Letter of Intent or contract with a prime contractor to provide services or supplies on a City contract, should you experience ANY problems with actually getting or completing the contract, or being paid, please call us immediately to file a complaint. We cannot know whether you have actually been given the contract, or working on a project as reported to City Council, unless you tell us.

Fourth, the M/W/S/DBE Directory is available online at www.houstontx.gov. It is used internally by City Procurement Representation, externally by prime contractors and vendors as they attempt to meet M/W/S/DBE goals assigned to City contracts. Our directory is also used by several other agencies and corporations in their search for legitimate M/W/S/DBE companies. You must maintain an accurate mailing address, a working telephone number, and a person or device for accepting your messages. It is essential that you return solicitation calls immediately. The accomplishment of the spirit and intent of our program is seriously affected when MWBE's cannot be reached. Those interested in contracting must be able to reach you quickly and consistently.

Fifth, please notify us immediately if you are ever, by action or inaction, discouraged from bidding on any City project, by a prime contractor or subcontractor, or any employee of the City. Our program requires that all information on a contract be given to you in a time frame, which will give you an opportunity to develop your bid.

Sixth, your certification has value, so your Certification Number should be guarded carefully. We suggest that you not give your Certification Number to people who call and those who express an interest in doing business with you. Rather, we suggest you wait until your bid is accepted and you have a contract or signed Letter of Intent before releasing your Certification Number. They may call us for verification.

Seventh, Be advised that the percentage of M/W/S/DBE goal credit for Material Supply will depend on the method used on each particular project. If you do not alter the product or use your firm's storage facilities/distribution equipment, then the M/W/S/DBE goal credit will be reduced.

The City M/W/S/DBE program's focus is to open the competitive process, and to afford you an opportunity to actually perform work or provide services/goods related to City taxpayers' projects. This program is working! Our FY 2015 figures are among the highest in the nation--\$288.0 million earned by minority and women owned companies. We hope that in next year's figures we can count contracts you have received.

Finally, be sure to register as a vendor. All suppliers and contractors interested in registering with the City of Houston and/or bidding on products and services procured by the City of Houston, must first register with the City's Strategic Procurement Division for an online web account by accessing the following web-link:
http://purchasing.houstontx.gov/registration_form.aspx

Once a user name and a password are obtained, you may then proceed to place bids, update your company profile and complete and submit a Supplier Registration Form to enroll on the City of Houston's registered supplier list. New supplier registration is incomplete until an IRS W-9 form is sent via email to houstonpurchasing@houstontx.gov. The information on this form must be the same as listed on the request for Taxpayer Identification Number as required by the Internal Revenue Service.

Again, congratulations. We welcome your participation, and wish you every success.

Very truly yours,

Marsha Murray

Director
The Office of Business Opportunity

Please note: If you received this approval letter due to the completion of your firm's ACDBE/DBE annual certification update and you have also received a proposed ACDBE/DBE decertification notification, this approval letter does not void or overrule that notification.



PRESENTED BY: NICOLE BELLOW, SMARTER HR SOLUTIONS, LLC
PRESENTED TO: THE INTERLOCAL PURCHASING SYSTEMS (TIPS)
FOR: CONSULTING AND OTHER RELATED SERVICES
SOLICITATION NO. 200601

About Us

Smarter HR Solutions, LLC is a woman and minority owned HR Consulting and Staffing firm that since its inception in 2014 has helped small to mid-sized companies find cost-effective solutions to their Strategic HR Management, HR Compliance, Staffing/Recruiting, Payroll, Benefits Administration, Employee Relations, Training & Development, and Employee Management needs. Smarter HR Solutions, LLC is led by its CEO and Sr. HR Consultant, Nicole Bellow, who possesses over 25 years of experience in Human Resources, Strategic Leadership, and Training and Development. Nicole has attained her Human Resources Management, Leadership, and Training & Development experience from ABN AMRO/La Salle Bank, Mainland Preparatory Academy, University of Texas M. D. Anderson, University of Texas Medical Branch, Harris County Hospital District, and New Dimensions Home Health. She maintains a Senior Professional in Human Resources (SPHR) certification through the Human Resource Certification Institute (HRCI) and holds a Senior Certified Professional certification through the Society for Human Resource Management (SHRM-SCP). Ms. Bellow is currently completing her dissertation to confer her Doctor of Business Administration (DBA) in Leadership and holds a Master of Business Administration (MBA) in Finance and a Bachelor of Science in Political Science. She is a past member of the Board of Directors with the Clear Lake Chamber of Commerce and Galveston County Food Bank and is a current member of Texas City-La Marque Chamber of Commerce, League City Chamber of Commerce, Clear Lake Chamber of Commerce, American Staffing Association (ASA) and AMOCO Select Business Partners.

Currently, Ms. Bellow leads a team of three fulltime staff, one part-time, six temporary staff, and six consultants. Collectively, the team possess over 75 years of HR, Staffing, Leadership, and Training & Development in industries such as Banking, Healthcare, Oil & Gas, Chemicals, Education, Telecom, Hospitality, Marketing, and Retail in private and public sectors. Having the opportunity to work with non-profits and for-profits, Smarter HR Solutions, LLC has helped businesses with their hiring needs (temporary and permanent direct hires), facilitate corporate policy and procedural changes, create policies, coach supervisory to executive level staff as well as individual staff members, conduct risk assessments and audits that uncovered deficiencies that caused corporate vulnerabilities, and implemented changes to ensure companies mitigated corporate and employee related risks. Her team stays abreast of current staffing and best in class HR practices by continuing education through their ASA and SHRM memberships.

Our staff's performance is measured informally throughout the year and formerly at least annually. All staff's responsibilities include customer satisfaction measurements, job responsibility expectations, personal development, and business efficiency participation. We have found that the above expectations create engagement, accountability, and "buy-in" that promotes retention. Everyone is a vital part of the team and treats each other with dignity and respect, which are qualities embedded in our culture. In addition, we cross-train to ensure adequate coverage when staff are out of the office. Our company is "education friendly", which means we promote learning that will enhance the company as well as the individual.

Our Scope of Work and Proposed Technical Approach

Smarter HR Solutions prides itself in not just filling a position with a candidate but filling positions with qualified, screened, and skills assessed professionals who “fit” the culture of the organization. The services we provide offer our clients peace of mind knowing that the candidate(s) meet or exceed their requirements as well as “fit” the position based on their skillset, personality and the candidate’s comfort level in performing the required tasks. The results of the personality assessment may offer an indication of how that candidate communicates and how they may perform in desired roles. Regardless of how diligent we are in accessing skills and designing an approach to find the best “fit”, we understand that sometimes temporary and even direct hires may not “fit”, but we make extensive efforts to get the placement right the first time. If for some reason a candidate is not a good “fit”, and coaching has been attempted, we ask that our clients inform us as soon as they determine that the person is not meeting the expectations based on the job description, and we will replace the temporary placement as soon as possible in an effort to mitigate any downtime for our clients. If there have been two candidates replaced for a single position due to their inability to perform the tasks as agreed, we will re-evaluate the job description to ensure we are capturing the correct job requirements. We have found with some of our clients that sometimes job descriptions may not evolve as quickly as the position and when that happens, job descriptions need to be adjusted to ensure the required skills are sought after in our recruiting efforts for our clients. We offer job description review and revisions for our clients as a value-added service. In addition, we will provide 30-day and 60-day Temporary Staff Performance Evaluation forms to assess performance and obtain feedback to ensure compatibility with the position. We want to make every effort to ensure the success of our clients as well as the temporary staff hired to support them.

Prior to temporary staff being placed at your location, your temporary team member, will complete screenings, assessments, background checks, education and reference verifications and onboarding specific to their position/role (if the placement is urgent then a contingency will apply). In addition, when time permits, we require our temporary placements to take the following training, prior to their first day at your worksite: Sexual Harassment Training, Workplace Violence Training, Customer Service Skills, Cyber Security for Employees, and Office Injury Prevention. We collaborate with our clients to ensure the safety of the temporary placements, as well as collaborate to ensure we collectively mitigate risks to our clients and our company. We take our dual responsibility seriously to keep temporary staff safe and are dedicated to working closely with our clients to ensure the safety of all involved. Further, if you provide your handbook and any training that can be completed remotely, we will take care of it for you by having the temporary placement complete the required pre-employment items. We strive to eliminate and/or alleviate stress related to onboarding new team members for you and the new hire to ensure a successful placement and a great work experience.

Because Smarter HR Solutions also offer HR Consulting services, we are knowledgeable about HR Management and are available to answer related questions that may arise during our contract period, such as:

- HR Management (to determine if HR goals align with Management’s goals)
- Hiring Practices
- Job Description (creation and/or revision)
- New Employee Onboarding
- Wage/Hours

- Benefits
- Employee Relations
- Safety & Security
- Discrimination & Employee Rights
- Workers Compensation
- Employee Separation
- Record Retention & Other Documentation

We welcome the opportunity to add value by sharing our knowledge. To ensure effective staffing/recruiting, we have assisted past and current clients with amending job descriptions and policies to reflect current best practices. We realize that if we are an extension of your HR department and adopt a holistic approach, the staffing/recruiting better reflects the needs and concerns of our clients' organization as a whole.

In addition to staffing support, we will be available to strategize with management on current staffing issues as well as forecast applicable changes so you can be proactive and appropriately plan your workforce initiatives. This executive level HR support allows for pre-planning, forecasting, creating scenarios, and succession planning. Additionally, strategic planning could assist with workforce planning to ensure the client's future success. It is because of this experience and expertise that we are able fill direct and temporary positions for our clients with a 90% - 95% retention rate. Our recruiting and staffing solutions are built to fit the needs of our clients. We pride ourselves in not just filling a seat but taking the time to find the best candidate for our client's organizations and its culture. We offer direct hire placements, temporary to permanent placements, contractors, as well as candidate sourcing packages. From startup to incorporation we want to be your staffing partner.

Coordinated Recruiting and Placements

Once we have a clear job description, if we do not have a person in our database with the required qualifications, we will post the position. All applicable candidates will be pre-screened and interviewed. Only those candidates meeting the client's qualifications will be submitted to the client. In some circumstances where the position's qualified candidate base is limited (i.e. hard to fill positions, limited applicants with desired qualifications), we will reach out to the Department Manager or allocated contact personnel with the qualifications of a candidate that best meets the majority of the qualifications for their approval.

We will recruit and staff in close proximity of the client's location to reduce commute time which mitigates time and attendance infractions and turnover. In the event the client would like to refer candidates to Smarter HR Solutions for placement, we will conduct the applicable standard and required background checks, testing, and verifications prior to the candidate's start date and will bill the client as normal.

Administration and Payment

Smarter HR Solutions coordinates the collection of timecards and payment of temporary employees. Based on the client's preference, the temporary employee may track time using a paper or electronic timecard that is approved weekly by the temporary employee's onsite supervisor. Once this timecard is approved, the time reported by the temporary employee and the client's assigned supervisor will be the

bases for the invoice/purchase order. In the event the temporary staff's time is not reported prior to the required reporting deadline, the temporary staff will be paid for the scheduled or regular time so that we can remain compliant with the Texas Payday Law or the payday law of the applicable state. Any applicable adjustments will be made on the next payday.

Timecards are continuously reviewed and audited against invoices. Any discrepancies will be brought to the client's attention and the client's purchase order/invoice will be adjusted appropriately. In addition, all payments and any outstanding invoices/purchase orders will be coordinated between the client and Smarter HR Solutions' HR and Payroll Coordinator for payment and resolutions. Smarter HR Solutions reserves the right to discontinue services for accounts that are not paid as agreed, unless prior arrangements are authorized by Payroll.

Invoices and Billings

To ensure the accuracy of invoices, Smarter HR Solutions prepares and emails invoices for the previous workweek by Wednesday following the previous workweek. The invoice will contain Smarter HR Solutions' name, address, the temporary staff's assigned department and contact information, the specific invoice number(s), the name of each temporary employee with the days and number of hours worked, as well as the temporary employee(s) billable rate. All invoices are due upon receipt unless otherwise agreed (i.e. net 10, net 15 or net 30 days).

Payroll Processing

Payroll will be processed weekly or biweekly on our payroll portal. During onboarding, the required payroll information and payment directions will be collected. Based on the temporary employee's preference, paychecks will be either issued as a direct deposit or by paper check and mailed to temporary employees.

W-2 Processing

As part of the onboarding process, the temporary employee will complete a W-4 and the applicable selections will be used to calculate payroll. Temporary employees have the flexibility to change data contained in their W-4. At the beginning of the following year that the temporary employee worked for the Agency, the temporary employees will receive their W-2s by mail in accordance with federal guidelines. Any questions about W-2s should be directed to Smarter HR Solutions.

Workers' Compensation

Smarter HR Solutions carry workers' compensation coverage for office or administrative rated staff. Positions that fall outside of this category (8810) may be covered by our outsourced back office team, upon client's request the preapproved billable rate will apply. We ensure that all our temporary placements have the appropriate coverage, so they are properly protected in their workplace.

Pre-Employment Screening

Included in our temporary placement service fees, Smarter HR Solutions provides National Criminal, County Criminal, Social Security Trace, Education Verification, Sex Offender registry, 5 or 12-panel drug screens, and when applicable, driving record reports on temporary staff. Temporary applicants are made

aware that any placement is contingent upon successful background checks, employment/reference verification, and screenings. To complete the appropriate background checks, we use a combination of federal sites as well as our preferred third-party vendor, SentryLink. SentryLink's website is protected by SSL encryption and all web communications are secure and encrypted. Based on the content of the background screens, at least 80% of background verifications are processed the same day.

Included within our placement fees, Smarter HR Solutions will conduct a basic 5 panel or a 12-panel pre-employment drug screen which screens for cocaine, marijuana, Phencyclidine (PCP), amphetamines, opiates, benzodiazepines, barbiturates, methadone, propoxyphene, Quaaludes, Ecstasy/MDA, & Oxycodone/Percocet.

Social Security/Federal/Unemployment Taxes, etc.

Smarter HR Solutions is the employer of record for temporary employees placed with the Agency which means that Smarter HR Solutions is responsible for collecting and dispersing the temporary employees' social security, unemployment taxes, federal tax payments as well as handle and process any unemployment claims that may arise from a temporary employee's involuntary or voluntary separation from their assignment. In order to reply to unemployment claims, Smarter HR Solutions will solicit information from the claimant's supervisor/manager to complete the claim form.

Quality Control Program

Quality control has been a byproduct of repeat business and referrals. We listen to our customers' pain points and create products and services to relieve HR and administrative stress from our clients. We vet customers' feedback and strategize as a team to create solutions to solve issues. Once we rollout a new product or service, we continue to solicit feedback to continue to improve outcomes. Documentation of attempts and outcomes ensure that we move forward and not spend time repeating ineffective and inefficient attempts. Companies should continuously endeavor to improve processes, procedures, products, and services.

Forms and Reports

Forms used during the placement of temporary and temp to perm placements help to keep everyone informed of the process, the performance of the temporary staff, as well as to help mitigate billing and payroll discrepancies. The following forms will be used to capture the following data:

Temporary/Temporary to Permanent Staffing Forms

- a. Job Requisition Form – used to request temporary staff (includes: number of positions, time to report to work, pay, days/hours schedule, location/department, lunch breaks, dress code, basic duties/job description, contact person w/contact information, and request for any additional pre-employment screening (performed at client's request))
- b. Client Invoice – used to request payment from the Agency, keep track of services and control inventory and facilitate delivery of goods and services.
- b. Employee Timesheet – used for recording and tracking the employee's time for payroll purposes. Electronic Timekeeping is available as well.
- c. Performance Review – a formal assessment used to evaluate the employee's work performance, identify strengths and weaknesses, offer feedback, and set goals.

- d. Disciplinary Action – used to inform the employee who is unable to follow the policies or expectations set by the Agency of the results of his or her actions.
- e. Position Change Form – used to detail changes to a position.
- f. Wage Change Form – used to detail changes to wages and provides explanation of such.
- g. Leave Request – used to request time off work for personal or sick time.
- h. Temporary Assignment Termination – this form details the termination of the temporary assignment be it willfully or unwilfully.

Based on the preference of the client, applicable forms may be either completed in handwritten text and then transposed into an electronic encrypted file or can be offered in an electronic format. Completed or work in progress files may be maintained in the client's assigned cloud storage or shared drive. Reports will be shared with staff based on the company's request.



Capability Statement

Smarter HR Solutions, LLC is a woman and minority-owned Human Resource (HR) Consulting and Staffing firm that since its inception in 2014 has helped small to mid-sized companies find cost-effective solutions to their Strategic HR Management, HR Compliance, Staffing/Recruiting, Payroll, Benefits Administration, Employee Relations, Training & Development, and Employee Management needs. Smarter HR Solutions, LLC is led by its CEO and Sr. HR Consultant, Nicole Bellow, who possesses over 23 years' experience in HR Management, Recruiting/Staffing, Strategic Leadership, and Training and Development. Smarter HR Solutions is committed to strategizing and partnering with clients to mitigate the



Company Overview

Senior Human Resources Consultant, Nicole Bellow
Phone: (713) 999-1205 **Cell:** (713) 417-8121
Email: nicolebellow@smarterhrsolutions.com
Address: 7322 SW Fwy, Ste 1-1104, Houston, TX 77074
Website: www.smarterhrsolutions.com

Services

- Human Resources Consulting
- Outsourced HR & HR Administration
- Temp-to-Perm Placements
- Direct Hire & Executive Search Placements
- Contract Labor & Virtual Staffing
- Industry Specific Training & Development (On-site or eTraining)
- OSHA Courses & Site-Specific Training
- Third Party Certified Payroll
- Skills Testing & Pre-Employment Screenings
- Background Checks & E-Verify
- HR Planning, Onboarding & Outplacements
- Mock Audits, Safety Manuals, & Toolbox Talk

NAICS Codes

- 541612 - Human Resources Consulting Services
- 561320 - Contract Staffing Services
- 611430 - Professional Development Training
- 561110 - Office Administrative Services
- 561311 - Employment Placement Agency

Key Customers

- Eco Achievers
- Risktec Solutions
- LaMont Aerospace
- Dickinson Water Company
- Port Authur Housing Authority
- Texas Regional Safety Services
- The Crisis Center (Matagorda County Women's)
- Space Technology and Advance Research Systems

Certifications

- Women-Owned Business Enterprise (WBE)
- Minority-Owned Business Enterprise (MBE)
- Historically Underutilized Business (HUB)
- Airport Concession Disadvantaged Business Enterprise (ACDBE)
- Disadvantaged Business Enterprise (DBE)
- Metro Small Business Enterprise (SBE)
- Port of Houston Small Business Enterprise (SBE)
- Senior Professional in Human Resources (SPHR)
- Society for Human Resources Management-Senior Certified Professional (SHRM-SCP)
- Section 3
- SBA Women Owned Small Business (WOSB)
- First Aid & Cardiopulmonary Resuscitation (Instructor)

KEY TEAM MEMBERS

NICOLE BELLOW

nicolebellow@smarterhrsolutions.com

Nicole has over 25 years' experience in Human Resources, Training and Development, Direct-Hire Placements and Temporary Staffing. Nicole has attained her HR, Management, and Training & Development experience from New Dimensions Home Healthcare, Harris County Hospital District (now Harris Health), University of Texas Medical Branch (UTMB), University of Texas M.D. Anderson Hospital, Mainland Preparatory Academy, and ABN AMRO/La Salle Bank. She maintains a SPHR certification through Human Resources Certification Institute (HRCI) and SHRM's SHRM-SCP. Nicole is currently completing her dissertation to confer her Doctor of Business Administration (DBA/ABD), holds an MBA in Finance and a BS in Political Science.

EXPERIENCE

JANUARY 2014 – PRESENT

SENIOR HUMAN RESOURCE CONSULTANT, SMARTER HR SOLUTIONS, LLC

- Spearheaded Coach One Project, resulting in a 50% increase in revenue.
- Customize Training & Development courses, including Conflict Resolution, Diversity in the Workplace, Communication Styles, Multigenerational Workplace, How to Handle Difficult People, Customer Service, Interviewing 101, Supervisory Training, Sexual Harassment, and other soft skills.
- Create new revenue streams from market analyses and customer surveys.
- Generate new business through networking with local Chambers and business referral groups.
- Increase profits by 60% in one year through restructure of business line and customer satisfaction initiative.
- Strengthen company's presence by participating in speaking engagements and providing Risk Management training.
- Develop and direct strategy for launch of new products (landed first customer in 60-90 days post-launch).

JANUARY 2013 – JUNE 2014

DIRECTOR OF HUMAN RESOURCES, NEW DIMENSIONS HOME HEALTHCARE, INC.

- Administered policies relating to all phases of Human Resources activity
- Identified legal requirements and government reporting regulations

affecting human resource functions and ensures policies, procedures, and reporting are in compliance.

- Recruited, interviewed, and selected employees to fill vacant positions.
- Planned and conducted new employee orientation to foster positive attitudes towards lab's goals.
- Maintained records of personnel transactions such as hires, promotions, transfers, performance reviews, terminations, and employee statistics for government reporting.
- Coordinated management training, interviewing, hiring, terminations, promotions, performance reviews, safety, HIPAA, and sexual harassment.
- Advised management in appropriate resolution of employee relations issues.
- Responded to inquiries regarding policies, procedures, and programs.
- Administered and maintained records of benefits programs such as life, health, dental and disability insurances, pension plans, vacation, sick leave of absence, and employee assistance.
- Investigated accidents/incidents and prepared report for insurance carrier.
- Prepared Total Compensation Reports and organization's overall budget.
- Prepared employee separation notices and related documentation and conducted exit interviews.
- Created and maintained job descriptions.
- Developed and maintained human resources system (HRIS) that met Executive Management's needs.
- Managed affirmative action and equal employment opportunity programs.
- Ensured employee adherence to company policies and practices including, but not limited to, issues of client confidentiality, and ethical and legal behavior.
- Strategic business partner with CEO to streamline costs and increase efficiency, while maximizing benefits to all stakeholders.
- Collaborated with Administrators and Director of Nursing on projects to reduce hospital readmission for at-risk patients.

JANUARY 2009 – NOVEMBER 2012

HUMAN RESOURCES – TRAINING & DEVELOPMENT, HARRIS COUNTY HOSPITAL DISTRICT

- Forecasted customers' needs by utilizing Need Assessments of assigned departments to plan, design, develop, implement, and evaluate educational programs.
- Developed Leadership and Management/Supervisor level courses as well as tracked pre-course and post-course progress.

- Facilitated New Hire and Leadership Orientation.
- Instructed all Mandatory Classes required by Harris County Hospital District and updated policies in real-time.
- Organized logistics for course offerings.
- Instructed CPR, SAMA, and Driver's Safety courses for Harris County Hospital District.
- Collaborated with interdisciplinary team members to develop hospital-wide workshops/seminars and provide applicable training and/or coaching.
- Prepared statistical analysis on course evaluations for all educational offerings and revised programs according to Performance and Program Improvement initiatives.
- Liaised with VP of Human Resources to meet Joint Commission's Guidelines and Survey Readiness for the Human Resource Department.
- Project Manager for Harris County Hospital District's Literacy and ESL Initiative.
- Collaborated with Harris County's LBJ Hospital's Administrator on a Hospital Readmissions Project to reduce cost and improve patient outcomes related to 30-day readmission for heart failure patients.
- Developed a 14-week course for employees to utilize as a resource for obtaining and improving core supervisory competencies and created "Let's Break for Customer Service" series of classes for clinic Administrators.

SEPTEMBER 2008 – JANUARY 2009

HUMAN RESOURCE CONSULTANT, THE UNIVERSITY OF TEXAS MEDICAL BRANCH
AT GALVESTON

- Assisted with the coordination of the Employee Satisfaction Survey (You Count) and generated statistical reports for Executive Leadership.
- Collaborated with physicians to develop and coordinate the Physician Satisfaction Survey and generated statistical reports to Executive Leadership.
- Delivered the FISH Philosophy and State required sections of New Employee Orientation.
- Coordinated and generated reports on Leadership Development Course ROI Work Projects.
- Facilitated Leadership Orientation on campus and at CMC hospital sites.
- Assisted department with UTMB Recognition Events (Service Awards and GEM Program).
- Collaborated with UTMB Recruiters to facilitate Job Fairs and classes (i.e. Resume Writing, Interviewing and Job Search) for employees whose employment was affected by Hurricane Ike.
(This position was eliminated due to aftermath of Hurricane Ike).

JULY 2007 – SEPTEMBER 2008

ADMINISTRATIVE MANAGER, UT MD ANDERSON CANCER CENTER

- Responsible for human resource management of staff including recruitment, selection, wage determination, promotions, employee relations, explanation of benefits, disciplinary actions, credentialing, and performance appraisals.
- Managed and reconciled faculty's research grant accounts, PRS Funds, and Kronos Timekeeper as well as communicated balances on a monthly basis.
- Collaborated with faculty to ensure compliance, training, institutional and departmental goals were met.
- Analyzed data and reported results in monthly meetings.
- Prepared, justified, administrated, and monitored budgets for department.
- Provided budgetary and financial reports as well as analysis of over/under budget detail for assigned projects and cost centers.
- Approved RFP's, travel, check reimbursements, acquisitions, and leave requests for section.
- Prepared weekly clinic, lecture, Grand Rounds, and on-call schedules for clinical and research faculty to ensure effective and efficient patient care.
- Developed and ensured accuracy of grant proposals, budgets, RFP's and contractual agreements.
- Ensured the integrity and confidentiality of department records and confirmed that the faculty and staff were in compliance with internal controls, HIPPA, Joint Commission, and other privacy regulations.
- Collaborated across all sections on special projects.

AUGUST 2005 – JULY 2007

RESEARCH LIBRARIAN, MAINLAND PREPARATORY ACADEMY

- Taught Research Techniques to Grade School and Middle School students.
- Prepared budgets for circulation and guided superintendent and principal in the selection and acquisition of materials and equipment.
- Provided effective leadership in developing, implementing and evaluating plans for a comprehensive school media program.
- Responsible for the department's operational functions, training of students, faculty and staff on utilization of new and existing online resources.

(Position held while completing MBA).

JANUARY 2000 – MARCH 2005

REGIONAL VICE PRESIDENT/HUMAN RESOURCES, ABN AMRO BANK N.V.

- Liaised with the Executive Vice CEO of Global Oil & Gas and Power, a team of Relationship Managers, representatives and customers through strong communication, critical thinking and interpersonal skills in an effort to deliver effective and efficient products and customer service to clients.
- Created reports and presented to Executive Management such as Annual Budgets, Client Risk Management Reports, Monthly/Quarterly Revenue Expense Reports, Revenue Forecasting, Doubtful Debtor Reports, presentations, financial spreadsheets, analytical/statistical and ad hoc reports.
- Acted as primary contact for RFP's, internal and federal audits and advised Branch Manager of recommendations to maintain compliance.
- Conducted employee performance appraisals, mid-year reviews, compensation, employee relations, bi-weekly time approvals, promotions, new-hire orientation, wage determination, filing I-9's, annual mandatory training, employee screening, explanation of benefits, coaching and training and development.
- Developed and administrated Leadership and Sales Training in conjunction with outside vendor.
- Functioned as Project Manager on various local and global projects and responsible for creating and presenting analytical reports on the project.
- Assessed training needs of staff and ensured efficient training timelines were met (via internal or external sources).
- Coordinated and participated in confidential meetings for Executive Management.

EDUCATION

**DOCTOR OF BUSINESS ADMINISTRATION: ORGANIZATION LEADERSHIP:
WALDEN UNIVERSITY – MINNEAPOLIS, MINNESOTA (2022)**

**MASTER OF BUSINESS ADMINISTRATION: FINANCE, UNIVERSITY OF ST.
THOMAS - HOUSTON, TEXAS**

**BACHELOR OF SCIENCE: POLITICAL SCIENCE AND GOVERNMENT
MINOR: BUSINESS MANAGEMENT, TEXAS A & M UNIVERSITY – COLLEGE
STATION, TEXAS**

CERTIFICATIONS

- Senior Professional in Human Resources (SPHR) – 2010 to current
- Society for Human Resource Management, Senior Certified Professional (SCP) – 2014 to current

AFFILIATIONS

- American College of Healthcare Executives (ACHE) 2009 to current
- Society for Human Resource Management (SHRM), National and Bay Area - 2014 to current
- Association for Talent Development – 2014 to current
- Rotary of League City – 2014 to 2018
- Clear Lake Chamber of Commerce (Ambassador Member) - 2014 to current
- League City Chamber of Commerce (Ambassador Member) – 2014 to current
- Galveston County Food Bank (Executive Board Member and Governance Committee Member) – 2015 to 2019
- Bay Area Houston Economic Partnership Alliance (Small Business Committee; BAHEP Cares for Veterans) - 2014

SKILLS

- Proficient in Microsoft Office (PowerPoint, Excel, Outlook and Access)
- Skillful in Kronos, PeopleSoft, Zenefits
- Hyperion
- Mandatory Education/Safety Trainer
- Project Management
- Leadership/Communication Skills
- Employee Relations
- Market research and analysis
- Business Management

QUINTIN DEAN

quintin@smarterhrsolutions.com

Quintin has 5 years' experience in Human Resources, Direct-Hire Placements and Temporary Staffing working with companies in the healthcare and retail industries. In 2018 she earned her Bachelor of Business Administration in Business Management with a concentration in HR at the University of Houston. She is currently pursuing a Master Degree in Human Resources Management and is a professional and student member of the Society of Human Resource Management (SHRM). Quintin brings a keen eye for editing, recruiting, sourcing, and HR administration experience to Smarter HR Solutions.

EXPERIENCE

AUGUST 2014 – PRESENT

HUMAN RESOURCES COORDINATOR, SMARTER HR SOLUTIONS

- Pre-screen potential applicants.
- Post available positions and connect to potential candidates via social media and job boards.
- Complete background checks, reference verifications, and I-9s.
- Create invoices and post payments received into Zoho Books and Stripe.
- Contact current customers to inquire about their experience and offer additional services.
- Perform various Office Management duties.
- Enter employee and contractor hours into ADP or Gusto, create paystubs, and reset employee online access.
- Update Employee Handbooks.
- Create New Hire accounts, offer letters, and onboarding documents via Gusto or other HRIS platform.
- Conduct orientation for New Hires and Contractors.
- Work with management to devise and update policies based on changing industry and social trends.
- Keeps abreast of latest hiring trends and recommended enhancements that would challenge and refine recruitment and sourcing processes.
- Audit job postings for old, pending, on-hold and draft positions.
- Mentor administrative staff through constructive feedback and performance assessments.

SEPTEMBER 2018 – DECEMBER 2018

TALENT/HR COORDINATOR, MACY'S CORPORATION

- Selected and interviewed candidates for various open positions as well as assisted the HR team exceed monthly quota for new hires.
- Scheduled and conducted approximately 20 candidate interviews daily.
- Inputted employee information into People Soft/People Tools.
- Initiated background checks in Taleo.
- Completed I-9s in E-Verify and Equifax.

- Managed New Hire processes utilizing People Soft/People Tools.
- Managed the Help Desk.
- Prepared, audited, and maintained accurate employment records for approximately 400 staff members at Houston's Distribution operation.
- Managed communication regarding employee orientation and open enrollment for benefits.
- Oversaw job fairs to bring in local talent for long-term and seasonal positions.
- Assisted new hires with online onboarding and conducted New Hire Orientations making new employees feel welcome and ready to succeed.
- Completed all work with a 97% rate of accuracy.
- Performed various office duties as required.

AUGUST 2016 – MAY 2018

DISTRIBUTION COORDINATOR, DANCE SOURCE HOUSTON

- Distributed marketing materials to various venues.
- Managed inventory, schedules, and tracked expenses.
- Updated and liaised with managers, business owners, and concierge regarding upcoming local events.
- Managed effective resource allocation to adhere to service level agreements and minimize company costs.

AUGUST 2017 – DECEMBER 2017

EEOC INVESTIGATIVE INTERN, EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

- Conducted respondent phone calls to inform employers of active EEOC charges.
- Assisted investigators with intake interviews and decisions on the next steps for possible charges.
- Reviewed various charge cases including written and recorded evidence of the cases.
- Entered opinion of the conclusion of various charge cases.
- Assisted the EEOC employees with community service at Houston Food Bank.
- Conducted phone investigations with Charging Party of an active charge.
- Utilized IMS database to update contact information, mailed Notice of Charge letters and extended Position Statement deadlines of Respondents and Charging Parties.

DECEMBER 2013 – JUNE 2014

OFFICE CLERK, NEW DIMENSIONS HOME HEALTH CARE

- Used screening process to fill 75% of open job positions.
- Verified nurse and CNA licenses for New Hires.
- Assisted Marketing Department with outreach events.
- Completed, audited and updated administrative requirements related to application and onboarding process of candidates by maintaining database systems and spreadsheets.
- Assisted candidates with application processes by answering questions about application, performing background checks, providing I-9 forms and handling drug screening paperwork.
- Performed various office tasks.

MAY 2013 – AUGUST 2013

HUMAN RESOURCE CLERK, NEW DIMENSIONS HOME HEALTH CARE

- Performed various office tasks and managed multiple projects in a deadline driven environment.
- Trained incoming HR assistant.
- Assisted with onboarding and conducted pre-screening and hiring of Home Healthcare staff.
- Assisted Payroll Manager with disbursement of employee checks.
- Utilized BlueCross/BlueShield portal to manage employee benefits.
- Performed e-Verify verification and background verification processes.
- Assisted Director of HR with overseeing 600+ employees.
- Assisted candidates with application processes by answering questions about application, performing background checks, providing I-9 forms and handling drug screening paperwork.
- Assisted team members with special projects by coordinating records and resources to meet expected requirements.

MAY 2010 – AUGUST 2012

JR. SUMMER VOLUNTEER, BEN TAUB GENERAL HOSPITAL

- Recognized for exceeding required hour commitment for three consecutive summers.
- Assisted Radiology Department with completing and filing paperwork for patients.
- Assisted Marketing Department with planning and handling logistics for various events.
- Assisted HR department in the Learning Resource Center with special projects and various office tasks, including filing FEMA forms.
- Answered multi-line phones and scheduled patient appointments.
- Supported clerical needs of more than 10 staff members, including taking messages, scanning documents and routing business correspondence.
- Developed strong relationships with public, patients and staff members using outstanding interpersonal and communication skills.

EDUCATION

MAY 2018

BACHELOR OF BUSINESS ADMINISTRATION: MANAGEMENT, HUMAN RESOURCES,

C.T. BAUER COLLEGE OF BUSINESS, UNIVERSITY OF HOUSTON, UNIVERSITY OF HOUSTON - HOUSTON, TEXAS

Dean's List, 2016

AFFILIATIONS

- SHRM General Student Membership, 2018 - Current
- SHRM University of Houston Chapter, Public Relations Committee, SHRM, 2017
- Society for Human Resources Management (SHRM) University of Houston Chapter, 2017-2018
- The National Society of Leadership and Success: University of Houston, 2016
- The National Society of Leadership and Success: San Jacinto College, 2017

SKILLS

- Experience with Taleo/People Soft/People Tools and Kronos
- Experience in delivering excellent customer service
- Able to follow rules, policies, and procedures
- Experienced in processing payroll utilizing ADP/Gusto
- Proficient in invoicing using QuickBooks/Zoho
- Competent in recruiting, screening, selecting, and onboarding talent
- Well-versed in Human Resources best practices
- Proficient in managing logistics
- Scheduling and calendar management
- Experienced in managing business operations
- Skilled in managing projects
- Ability to offer excellent administrative support
- Developing slide presentations
- Microsoft Office proficiency
- Communicates well with all levels of staff
- Flexible
- Great team player
- Excellent customer service
- Hardworking
- Technologically savvy
- Professional and mature
- Strong interpersonal skills
- Improving procedures
- Interpersonal communications
- Customer relations
- Detail-oriented
- Event coordination
- Leadership reports
- Excellent training skills
- Efficient editing skills
- Able to take the lead amongst peers
- Keen ability to manage deadlines

STORMIE KING

stormie@smarterhrsolutions.com

Stormie has 7 years of experience in graphic design in retail, education, and professional services industries. In 2018, she earned her Associates of Applied Science in Graphic Design. She will continue to pursue her Bachelor of Arts degree at the University of Houston-Clear Lake. She is proficient in Adobe Illustrator Photoshop, InDesign, Premiere Pro, After Effects, Social Media Marketing, Event Coordination, Business Development, and Customer Service. Stormie brings her infectious personality, “can-do” attitude, creative innovative marketing, document design and management, proposal management, document production and graphic design ideas and implementation to Smarter HR Solutions.

EXPERIENCE

JUNE 2019 – PRESENT

MARKETING/CONTRACT & VENDOR SPECIALIST, SMARTER HR SOLUTIONS

- Manage social media, marketing and two company websites
- Perform Business Development activities to grow client base
- Create proposals for potential clients
- Create graphics for social media and events
- Promote internal and affiliate events
- Contract and Vendor Management
- Manage local, State, and federal certifications
- Produce blog content

NOVEMBER 2017 – PRESENT

DRIVER, KONA ICE

- Event management including logistics
- Inventory control and supply management
- Receipts' management
- Provide exceptional customer service and dispute resolution
- Manage detailing of ice truck

JANUARY 2017 – JUNE 2019

EVENT COORDINATOR, DICKINSON EDUCATION FOUNDATION

- Updated social media accounts
- Organized all supplies for events
- Solicited sponsors for annual Gala
- Raised money for teaching grants and student scholarships
- Created graphic designs for events and partnerships

JUNE 2015 – APRIL 2016

MARKETING/ASSISTANT, SMARTER HR SOLUTIONS

- Marketed social media using Constant contact and Mail Chimp
- Organized marketing material
- Phone screened applicants for open positions
- Handled background and credit verifications
- Ran OFAC and sex offender background checks
- Marketed products and services to local businesses via email, mail and phone
- Organized and created files, mailed payroll checks, scheduled interviews, updated calendar for Sr. HR Consultant

EDUCATION

DECEMBER 2018

ASSOCIATES OF APPLIED SCIENCE: GRAPHIC DESIGN, COLLEGE OF THE MAINLAND – TEXAS CITY, TEXAS

JUNE 2013

DIPLOMA, TEXAS CITY HIGH SCHOOL – TEXAS CITY, TEXAS

SKILLS

- Microsoft Office Suite
- Customer Service
- Event Planning
- Marketing
- Vendor Management
- Proposal/RFP Management and Submission
- Cash Handling
- Adobe Creative Cloud
- Business Development
- Email Marketing
- Social Media Marketing and Managing
- Brand Management
- CRM Management
- Proposal Creation and Management (Proposify)
- Adobe Sign & Connect
- GoTo Meeting, Zoom, and Skype, Webinar Hosting

ALISIA KENNEDY

alisa@smarterhrsolutions.com

Alisia has 25 years of experience working in a corporate setting with professionals and paraprofessionals in public service, telecommunications, finance, oil and gas, architecture/construction, and healthcare. She has earned her BS in Business Management and a MA in Curriculum and Training Development. Alisia brings her extensive business management, contract and vendor administration, human capital management, integrity, and impeccable customer service to Smarter HR Solutions.

PROFESSIONAL EXPERIENCE

SR. ANALYST – CONTRACT DOC CONTROL / CONTRACT ADMINISTRATOR

- Assisted and supported all Right of Way (ROW) and Project Managers in all aspects of vendor invoicing preparation, analysis, maintenance, and processing for the ROW Department. First point of contact for bridging the gap between Energy Transfer, Vendor, Accounts Payable and Cost as it pertains to the approval and payout processes for invoicing.
- Generated revenue growth by streamlining invoicing processes and procedures, capturing, tracking and correcting trends to ensure alignment with ROW Service Agreement compliance. Audited all subcontractor invoices and amendments for mathematical errors, rate overages and accurate time sheet charges based on compliance with subcontract agreements. Liaison for internal and external audit reviews.
- Managed nine subcontracts totaling \$5.3M for WorleyParsons. Provided overall contract management, developed contractual documents, and conducted formal negotiations between subcontractors and Clients to address deviations from the standard compensation terms and conditions for both domestic and international Vendors.
- Performed pre-award and post-award contract administration that includes technical review and subcontract formation. Identified contract issues and provided clarification or amendments when required. Audited and reviewed all contractual documents for adherence to regulatory governances and terms and conditions.
- Successfully coordinated efforts between internal and external project teams to determine best practices, verify weekly project accruals and track budget deliverables established by weekly baseline and cost comparisons. Collected and analyzed data for the development of project processes and procedures and prepared formal presentations for reporting at Integrated Project Team meeting.

TRAINING MANAGER

- Responsible for the development of all training materials for new hire personnel within the Patient Appointment and Referral Centers (PARC), Ask My Nurse and Page Operator Services for Harris Health. Partnered with Human Resource Recruiters in the development of new hire employee interview questions and measurements for selecting best-fit candidates for the PARC.
- Assisted in the successful planning, development, and execution of current project goals. Managed the required deliverables and delegated roles as needed. First point of contact for interfacing between project and vendor business.
- Assessed training needs, developed curriculum, evaluated, and recommended solutions for all call center personnel. Developed subject matter experts in the field of handling patient appointments, insurance verification and accurately delivering patient calls across clinic triage areas.
- Measured effectiveness of quality programs, diagnosed issues/gaps, analyzed trends, reported progress, and recommended strategies for improvements. Consulted with Business Analyst for the development of appointment templates, patient questionnaires, and doctor panels. Accurately maintained online learning platforms and training records/reporting.
- Training Consultant to the Call Center Director and Managers for MCI/Verizon Business Operations. Analyzed and recommended customer satisfaction goals and objectives to align with organizational goals. Developed and coordinated workflow processes and procedures to increase revenue and increase employee retention.
- Provided support and maintenance on multi-level database applications by testing, compiling, and distributing data for quality control and systems development.

EMPLOYMENT HISTORY

DECEMBER 2015 – PRESENT

SENIOR CONTRACT ANALYST – CONTRACT DOC CONTROLS, ENERGY TRANSFER

JULY 2012 – OCTOBER 2015

SENIOR CONTRACT ADMINISTRATOR, WORLEY PARSONS

MAY 2009 – JUNE 2012

TRAINING MANAGER, HARRIS HEALTH

JANUARY 2006 – MAY 2009

CONTRACT ADMINISTRATOR, FLUOR ENTERPRISES, INC.

MAY 1998 – JANUARY 2006

PROJECT TRAINER / CONSULTANT III, MCI/VERIZON BUSINESS

EDUCATION

MARCH 2010

MASTER OF ARTS IN EDUCATION, CURRICULUM AND INSTRUCTION, UNIVERSITY OF PHOENIX, - PHOENIX, ARIZONA

SEPTEMBER 2006

BACHELOR OF SCIENCE: BUSINESS MANAGEMENT, UNIVERSITY OF PHOENIX, - PHOENIX, ARIZONA

CERTIFICATIONS

- **Life Coach Certification**
- **Expert Rating Global Certifications**

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Smarter HR Solutions, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 7322 Southwest Fwy, Ste 1-1104	Requester's name and address (optional)
6 City, state, and ZIP code Houston, TX 77074	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																																		
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or																																		
Employer identification number																																		
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Nicole Bellow</i>	Date ▶ <i>7/24/2020</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.