

TIPS VENDOR AGREEMENT

TIPS RFP 230703 Staffing Services

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Cogent Infotech Corporation

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

- 6. Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. 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.
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by 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. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023, and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026, to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, 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, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.
- 20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- 22. Termination.**
- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
 - B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said 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 Vendor's TIPS Pricing, 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 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. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded 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. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. 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 through no fault of its own 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. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. 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. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

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. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of 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 and 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.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (when applicable to TIPS Sale).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the 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: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale 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, Vendor agrees that no employee of Vendor or 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. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. 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: 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. 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, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. 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. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM TIPS RFP

230703 Staffing Services

Vendor Name: Cogent Infotech Corporation

Vendor Address: 1425 Greenway Drive, Suite 340

City: Irving State: TX Zip Code: 75038

Vendor Authorized Signatory Name: Justin Acord

Vendor Authorized Signatory Title: Executive Vice President

Vendor Authorized Signatory Phone: (412) 889-7700

Vendor Authorized Signatory Email: justin.acord@coagentinfo.com

Vendor Authorized Signature:  Date: 08/16/2023

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature:  Date: 09-18-2023



230703

COGENT Infotech Corporation Supplier Response

Event Information

Number: 230703
Title: Staffing Services
Type: Request for Proposal
Issue Date: 7/6/2023
Deadline: 8/18/2023 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200703 STAFFING SERVICES ("200703") YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR STAFFING OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200703.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200703 WHICH COVERS ALL OF YOUR STAFFING OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

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

COGENT Infotech Corporation Information

Contact: Justin Acord
Address: 1035 Boyce Road, Suite 108
Pittsburgh, PA 15241
Phone: (412) 889-7700
Email: Govt-Bids@cogentinfo.com
Web Address: <http://www.cogentinfo.com/>

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

Justin Acord
Signature

justin.acord@cogentinfo.com
Email

Submitted at 8/18/2023 02:34:16 PM (CT)

Requested Attachments

Vendor Agreement

Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Pricing Form 1

230703 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents

230703 Pricing Form 2.xlsx

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Reference Form

230703 Reference Form.xls

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

Company and Services Description.pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9

Current Form W-9.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

MBE Certificates - Cogent.pdf

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Pricing Form 2

230703 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Vendor Logo (Supplemental Vendor Information Only)

Cogent Logo.png

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Agreement Signature Form

Vendor Agreement Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Bid Attributes

1	<p>Disadvantaged/Minority/Women Business & Federal HUBZone</p> <p>Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?</p> <p>If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.</p> <p><input type="text" value="YES"/></p>
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2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Established in 2003, Cogent Infotech Corporation is an esteemed Contingent Workforce Solutions provider, boasting a robust record of serving the public sector with Temporary Staffing Services. Upholding the values of ethical relationships, we prioritize enduring partnerships with clients, employees, and stakeholders. Our track record underscores our commitment to delivering optimal services and solutions. As a certified MBE acknowledged by prominent agencies like NMSDC, DFWMSDC, CRMSDC, NYC SBS, and NYS ESD, we stand tall as a rapidly expanding entity within the US. Our nationwide footprint includes satellite offices, local in Irving, and others in Pittsburgh, New York City, Glen Allen, Boca Raton, and Sacramento, enabling us to seamlessly cater to diverse customers' temporary staffing needs. With a proven track record of collaborating with various public-sector bodies, including educational institutions, since inception, our ability to attract, hire, and retain top-tier talent positions us as a leading industry player. **OUR COMPREHENSIVE SERVICE OFFERINGS:** Temporary Staffing Solutions: Our core competency lies in supplying adept temporary staff across all categories, that will cater to the fluctuating demands and quality standards of TIPS members throughout the nation. Direct Hire/Recruitment Services: Beyond temporary staffing, our specialized recruitment arm identifies top-tier talent for permanent placements, aligning seamlessly with the distinctive demands of TIPS members. Payrolling Services: Seamlessly managing payroll, benefits, and compliance for all workforce categories, our comprehensive payrolling solutions alleviate the administrative burden for TIPS members. Temp-to-Perm Conversion Services: Transitioning temporary roles into permanent positions, our services guarantee the retention of the finest talent, fueling the long-term success of TIPS members. **EXPERIENCE THAT SETS US APART:** Educational Sector Proficiency: In addition to the mentioned schools such as Dallas Independent School District, Douglas County School District, The School District of Philadelphia, and more, we have extended our services to over 20 schools nationwide. Moreover, our experience expands to over 30 colleges and universities across the United States, allowing us to navigate the unique staffing requirements of educational institutions. Nurturing Cooperative Contracts: As a distinguished participant in NASPO Value Point, we have secured a contract for Temporary Employment Services, affirming our dedication to adhering to nationally recognized cooperative procurement practices. This commitment resonates through every aspect of our service. TIPS Partnership and Beyond: We take pride in being a proactive partner of TIPS, which serves as a testament to our proficiency and compliance with their vision. This partnership reinforces our commitment to excellence and places us in a unique position to contribute positively to TIPS and its members. **ELEVATING THROUGH POLICIES AND PROCEDURES:** At Cogent Infotech Corporation, our policies, and procedures are designed to guarantee utmost quality, ethical conduct, and diversity. Our recruitment process aligns with industry best practices, ensuring that candidates are meticulously assessed and matched with the specific needs of TIPS members. Our commitment to equal opportunity and anti-discrimination policies further solidifies our stance as a responsible and inclusive staffing partner. **EMBRACING THE FUTURE TOGETHER:** We stand as a testament to exceptional services and unwavering ethical standards. Our expertise in educational institutions, experience in cooperative contracts, and thriving partnership with TIPS position us to surmount the unique workforce challenges faced by TIPS members. With services that transcend the ordinary and policies that reflect our commitment to integrity, Cogent Infotech Corporation is poised to catalyze transformation within TIPS and its esteemed member community.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Justin Acord

7 Primary Contact Title

Primary Contact Title

Executive Vice President

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

justin.acord@coagentinfo.com

9	Primary Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. <input type="text" value="4128897701"/>
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10	Primary Contact Fax Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="4127741515"/>
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11	Primary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
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12	Secondary Contact Name Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract. <input type="text" value="Manu Mehta"/>
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13	Secondary Contact Title Secondary Contact Title <input type="text" value="President"/>
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14	Secondary Contact Email Please enter a valid email address that will definitely reach the Secondary Contact. <input type="text" value="manu.mehta@cogentinfo.com"/>
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15	Secondary Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. <input type="text" value="4122460708"/>
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16	Secondary Contact Fax Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="4127741515"/>
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17	Secondary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
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1 8	<p>Administration Fee Contact Name</p> <p>Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.</p> <input data-bbox="97 178 1573 231" type="text" value="Nandan Banerjee"/>
1 9	<p>Administration Fee Contact Email</p> <p>Please enter a valid email address that will definitely reach the Administration Fee Contact.</p> <input data-bbox="97 346 1573 399" type="text" value="nandan.banerjee@cogentinfo.com"/>
2 0	<p>Administration Fee Contact Phone</p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <input data-bbox="97 535 1573 588" type="text" value="4122460750"/>
2 1	<p>Purchase Order and Sales Contact Name</p> <p>Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.</p> <input data-bbox="97 724 1573 777" type="text" value="Justin Acord"/>
2 2	<p>Purchase Order and Sales Contact Email</p> <p>Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.</p> <input data-bbox="97 892 1573 945" type="text" value="justin.acord@cogentinfo.com"/>
2 3	<p>Purchase Order and Sales Contact Phone</p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <input data-bbox="97 1081 1573 1134" type="text" value="4128897700"/>
2 4	<p>Company Website</p> <p>Company Website (Format - www.company.com)</p> <input data-bbox="97 1249 1573 1302" type="text" value="www.cogentinfo.com"/>
2 5	<p>Entity D/B/A's and Assumed Names</p> <p>You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.</p> <p>In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.</p> <input data-bbox="97 1564 1573 1617" type="text" value="Cogent Infotech Corporation"/>
2 6	<p>Primary Address</p> <p>Primary Address</p> <input data-bbox="97 1732 1573 1785" type="text" value="1425 Greenway Drive, Suite 340"/>
2 7	<p>Primary Address City</p> <p>Primary Address City</p> <input data-bbox="97 1890 1573 1932" type="text" value="Irving"/>

28	Primary Address State
	Primary Address State (2 Digit Abbreviation) <input type="text" value="Texas"/>

29	Primary Address Zip
	Primary Address Zip <input type="text" value="75038"/>

30	Search Words Identifying Vendor
	<p>Please list all search words and phrases to be included in the TIPS database related to your entity. Do not list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.</p> <div style="border: 1px solid black; padding: 5px;"><p>Cogent Infotech Corporation Cogent Active TIPS vendors Administrative Staffing Accounting Staffing Allied Health Staffing Behavioral Health Staffing Call Center Staffing Clinical Research Staffing Education Staffing Facilities Staffing Finance Staffing Ground Maintenance Staffing HR Staffing IT Managed Services IT Staff Augmentation Light Industrial Staffing Manufacturing Staffing Marketing Media Staffing Procurement Staffing Program Management Staffing Public Sector Staffing Quality Staffing Support Staff Staffing Temporary Employment Temporary Solutions Warehouse Staffing Workforce Solutions Vendor Partnership Expert Staffing Staff Augmentation Employee Solutions Recruitment Services Contingent Workforce S-Corporation Temporary Staffing Services Direct Hire Services Payrolling Services Temp-to-Perm Conversion Minority-Owned Business Ethical Vendor Partnerships NASPO Value Point Vendor Cooperative Contracts Provider Experienced Temp Staffing Firm Diverse Talent Sourcing Quality Talent Pool Compliance and Regulatory Adherence Multi-State Staffing Expertise Trusted Staffing Partner Award-Winning Staffing Firm</p></div>

31	Certification of Vendor Residency (Required by the State of Texas)
	<p>Does Vendor's parent company or majority owner:</p> <p>(A) have its principal place of business in Texas; or (B) employ at least 500 persons in Texas?</p> <p>Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.</p> <input type="text" value="No"/>

32	Vendor's Principal Place of Business (City)
	In what city is Vendor's principal place of business located? <input type="text" value="Pittsburgh"/>

33	Vendor's Principal Place of Business (State)
	In what state is Vendor's principal place of business located? <input type="text" value="Pennsylvania"/>

34	Vendor's Years in Business
	How many years has the business submitting this proposal been operating in its current capacity and field of work? <input type="text" value="20"/>

3
5 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

3
6 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

2%

37 Honoring Vendor's Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

38 Volume and Additional Discounts

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

39 "Catalog Pricing" and Pricing Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

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

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

4 0 EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes, Vendor agrees

4 1 TIPS Sales Reporting Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

4 2 TIPS Administration Fee Requirement and Acknowledgment

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

4 **TIPS Member Access to Vendor Proposal & Documentation**

3 **This is a requirement of the TIPS Contract and is non-negotiable.**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

4 **Non-Collusive Bidding Certificate**

4 **This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This 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 modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves 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;

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

5 **This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;
- (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;
- (4) Neither I nor any representative of Vendor 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.

4 **Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**

6 **This is a requirement of the TIPS Contract and is non-negotiable.**

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and **if Vendor enters into a construction contract with a Texas TIPS Member** under this procurement, Vendor certifies compliance.

4
7

Required Confidentiality Claim Form

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, 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, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

4
8

Non-Discrimination Statement and Certification

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, 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 federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

Yes, I certify

4
9

Limitation of Vendor Indemnification and Similar Clauses

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

Yes, I Agree

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0

Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

5
1

No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

Yes, Vendor agrees

5
2

Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and 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 applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that 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.

Does Vendor agree?

Yes, Vendor agrees

5
3

Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

5
4

Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that 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.

When applicable, does Vendor certify?

Yes, Vendor certifies

5
5

Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

5 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

5 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

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8

Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

5
9

Felony Conviction Notice - Texas Education Code 44.034

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."

Subsection (c) states, "This section does not apply to a publicly held corporation."

Vendor certifies one of the following:

- 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 Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

60 Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

No response

61 Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

- (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of our local governmental entity.
- (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

62 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

6
5 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

6
6 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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.

6 **Suspension or Debarment Certification**

7

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

6 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

8

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 pursuant to this law.

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.

Vendor certifies:

NONE (Section A): None of the employees of Vendor 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 Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

6 **Certification Regarding "Choice of Law" Terms with TIPS Members**

9 Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

7 **Certification Regarding "Venue" Terms with TIPS Members**

0 Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

7 **Certification Regarding "Automatic Renewal" Terms with TIPS Members**

1 Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental 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. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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2 Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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3 Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
4 2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

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2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) **Accepting such funds often requires additional required certifications and responsibilities for Vendor.** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

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2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), 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 reserve 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?

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2 CFR Part 200 or Federal Provision - Termination

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 reserve 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 reserve 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?

7 **2 CFR Part 200 or Federal Provision - Clean Air Act**

8 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 require 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?

Yes, Vendor agrees

7 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**

9 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 require 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 that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes, Vendor agrees

8 0 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

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 the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). 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.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

8 1 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

8 2 2 CFR Part 200 or Federal Provision - 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 \$250,000, 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 compliance?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - 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: (1) 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; (2) 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 these provisions?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Rights to Inventions

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

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

Yes, Vendor certifies

8 5 2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

8 6 2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

8 **2 CFR Part 200 or Federal Provision - Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

8 **2 CFR Part 200 or Federal Provision - Equal Employment Opportunity**

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

8 **2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance**

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

9 3	2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? <input type="text" value="Yes, Vendor certifies"/>
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9 4	2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? <input type="text" value="Yes, Vendor certifies"/>
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9 5	2 CFR Part 200 or Federal Provision - Record Retention Requirements For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? <input type="text" value="Yes, Vendor certifies"/>
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9 6	2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for 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 you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. <input type="text" value="YES"/>
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2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? 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.

Does Vendor certify?

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ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY

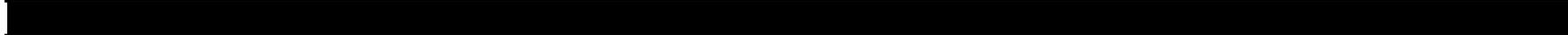
By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230703 Staffing Services	COGENT Infotech Corporation
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TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.



You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact
New York City Housing Authority	Patricia Lindo	Patricia.Lindo@nycha.nyc.gov	(212) 306-2807
The Dallas Independent School District	Gerardo Hernandez	Gerhernandez@dallasisd.org	(972) 925-5627
University Of California San Francisco	Molly Grimes	molly.grimes@vayaworkforce.com	(858) 750-1916
School District Of Philadelphia	Tiffany NG	tng@philasd.org	215-400-5253
University of Arkansas Little Rock	Greg A. Tatera	gatatera@ualr.edu	(501) 916-3268
State of Texas DIR	Joan Scott	joan.scott@dir.texas.gov	(512) 936-6660 (512) 475-3290
Dallas Fort Worth International Airport Authority	Emily Grose	egrose@dfwairport.com	(972) 973-5468
State of Vermont	Morgan Amell	Morgan.Amell@vermont.gov	(802) 338-0844
State of Florida	Alan Busenbark	Alan.Busenbark@dot.state.fl.us	(850) 414-4790
State of Kansas	Maureen Remenik	maureen.remenik@dot.state.fl.us	(407) 264-3920
Lower Colorado River Authority	Al Beavers, C.P.M	Al.beavers@lcra.org	(512) 578-3278
New York State Energy Research Development Authority	Wendy J. Fleitz	Wendy.Fleitz@nyserda.ny.gov	(518) 414-0854
Washington Health Benefit Exchange (IT)	Erin Hamilton, CPPB, NIGP-CPP	erin.hamilton@wabhexchange.org	(360) 688-1562

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Cogent Infotech Corporation

Vendor Authorized Signatory Name: Justin Acord

Vendor Authorized Signatory Title: Executive Vice President

Vendor Authorized Signatory Email: justin.acord@coagentinfo.com

Vendor Address: 1425 Greenway Drive, Suite 340

City: Irving State: TX Zip Code: 75038

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor’s proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor’s contact information, Vendor’s brochures and commercial information, Vendor’s financial information, Vendor’s certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, “Vendor Data”) to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor’s submission of a proposal constitutes Vendor’s consent to the disclosure and release of Vendor’s Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor’s proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the “Response Attachments” section of the eBid System entitled “Required Confidentiality Claim Form.” Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

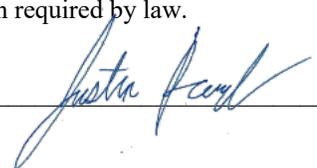
OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: _____



VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information (“Vendor Supplemental Information”) with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor’s TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.

THIS CERTIFIES THAT

Cogent Infotech Corporation
dba Cogent Infotech Corporation



* Nationally certified by the: **EASTERN MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 541511; 541512; 541513; 541519; 541611; 541618; 561110; 561320

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

04/10/2023

Issued Date

PT01882

Certificate Number

04/30/2024

Expiration Date

A handwritten signature in black ink, appearing to read "Ying McGuire".

Ying McGuire
NMSDC CEO and President

A handwritten signature in black ink, appearing to read "Brian K. Oglesby".

Brian K. Oglesby, Interim President

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

Certify, Develop, Connect, Advocate.

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



Meaningful Connections...Impactful Growth

8828 N. Stemmons Freeway * Suite 550 * Dallas, TX 75247

April 14, 2023

Manu Mehta
President
Cogent Infotech Corporation
1035 Boyce Rd, Ste 108
Pittsburgh, PA 15241

Dear Manu Mehta,

The Dallas/Fort Worth Minority Supplier Development Council is pleased to acknowledge **Cogent Infotech Corporation** as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council. Meeting all requirements and criteria of NMSDC certification, with due diligence and site inspection provided by the **Eastern MSDC**, an affiliate of the National Minority Supplier Development Council.

The Dallas/Fort Worth Minority Supplier Development Council as an affiliate of the NMSDC recognizes and confirms the certification of **Cogent Infotech Corporation** 04/10/2023 through 04/30/2024. Subscription is renewable annually.

As a certified MBE subscriber to the Dallas/Fort Worth Minority Supplier Development Council, **Cogent Infotech Corporation** is eligible to take advantage of the following services:

- Access to D/FW MSDC Buying Entity members
- Registration as a Minority Business Development Agency client with the Dallas Fort Worth Business Center
- Registration on the MBDA Phoenix System Portal, which provides access to Federal, State, City, and Private Industry Bids Opportunities
- Federal Procurement assistance
- Business Plan Enhancements
- Consultation to access international markets. Import/export/assessment
- Access to free consulting where specific contract & financing opportunities exist
- Business/market research (preferential pricing)
- 10,000 Small Business Program access and referral
- Referrals & Introductions
- Ability to attend D/FW MSDC development programs at a lower cost
- Industry Group participation
- Discounted fees to attend events
- Ability to exhibit at D/FW MSDC Business Expos (HARDHAT & ACCESS)
- Targeted Matchmaking
- MBE Recognition and Spotlight eligibility
- Eligibility for D/FW MSDC Supplier of the Year Recognition
- Eligibility for scholarship funding
- Access to D/FW MSDC Board and Training Rooms
- Temporary Work Space with WIFI

We look forward to your continuous participation with the Dallas/Fort Worth Minority Supplier Development Council. Please feel free to contact me at 214.630.0747 or margo@dfwmsdc.com with any questions. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Margo J. Posey".

Margo J. Posey
President



May 08, 2023

Manu Mehta, President
Cogent Infotech Corporation
1035 Boyce Rd.
Pittsburgh, PA 15241

Dear Manu Mehta,

Thank you for your interest in the Capitol Region Minority Supplier Development Council (CRMSDC). In accordance with the policy established by the National Minority Supplier Development Council (NMSDC), we acknowledge and grant regional certification status to suppliers already certified by their home Council.

We have reviewed your application and this is to verify CRMSDC Regional certification status for Cogent Infotech Corporation. with our council. Please note that your subscription services will expire upon the expiration of your current certification with your home regional council, on 04/30/2024.

Please feel free to contact Mr. Errol Taylor, Ms. Christine Bivens, or Ms. LaToya Moore if we can be of further assistance to you. They can be reached via email at Errol.Taylor@crmsdc.org, Christine.Bivens@crmsdc.org, and LaToya.Moore@crmsdc.org. Also, please see the attachment for more information on our Subscription Services. We look forward to working with you!

Regards

A handwritten signature in black ink, appearing to read "Sharon R. Pinder", followed by a horizontal line extending to the right.

Sharon R. Pinder
President & CEO



careers
businesses
neighborhoods

MBE Certificate

Cogent Infotech Corporation

This certificate acknowledges that this company has met the criteria as established by the M/WBE Program at the NYC Department of Small Business Services and is therefore certified as a Minority-Owned Business Enterprise (MBE).

Certificate Number

MWCERT2019-3353

Expires on

1/31/2027

A handwritten signature in black ink, reading 'Bill de Blasio'.

Bill de Blasio, Mayor

A handwritten signature in black ink, reading 'Jonnel Doris'.

Jonnel Doris, Commissioner



Nandan Banerjee <nandan@cogentinfo.com>

RE: Application # 3501693

1 message

New York State Contract System <ny@newnycontracts.com>
Reply-To: New York State Contract System <ny@newnycontracts.com>
To: Nandan Banerjee <Nandan@cogentinfo.com>

Wed, Dec 29, 2021 at 11:03 AM



RE: Application # 3501693

Thank you for contacting the Division of Minority and Women's Business Development (DMWBD) Certification Unit.

We have been experiencing an increasing volume of applications with our online process. The applications are processed in the order they are received. We are working as hard as we can to get to your application and ask for your patience.

Please be assured that your firm will not be penalized while you are awaiting recertification. Your firm remains on the MWBE directory as long as we have your recertification application and agencies will receive credit for working with you. If you have a subcontract that you are being considered for, then the New York State Agency or

MWBE application. The application will be placed ahead of other applications, but it does not guarantee certification. Please have the New York State Agency or Authority send the expedite request form to MWBEcertification@esd.ny.gov on your behalf.

The subject line should contain the words Expedite Request for easier sorting and reference. Please continue to avail yourself of our MWBEcertification@esd.ny.gov helpline or our Help Desk at (212) 803-2414 for specific questions about your application and online at www.ny.newnycontracts.com to check on the status of your application.

Thank you for your patience
Mary Lostritto
Office Assistant

> Hello,
>
> Pls. let me know the progress of our application.
> Appreciate it if you can expedite since it has been in
> pending status for quite sometime now.
>
> Pls. let me know if there are any pending
> documents required in this matter.
>
> Sincerely,
>
>
> Nandan Banerjee

Customer Support
<https://ny.newnycontracts.com/>
New York State New York State Contract System

Ticket Number: 2222029
##2222029%\$%

2/8/22, 3:03 PM

Cogent Infotech Corporation Mail - RE: Application # 3501693

This message was sent to: Nandan@cogentinfo.com
Sent on: 12/29/2021 10:03:09 AM
System ReferenceID: 152307508

Proposal Response For:
TIPS RFP 230703 Staffing Services

“Company and Service Description”



Due Date & Time:

August 18, 2023 at 03:00 PM Local Time

Proposed to:

TIPS/Region 8 ESC
4845 US Hwy. 271 North
Pittsburg, Texas 75686
Email: bids@tips-usa.com



Proposed By:

COGENT Infotech Corporation

Justin Acord, Executive Vice President

HQ: 1035 Boyce Road, Suite 108, Pittsburgh, PA 15241

Branch Office: 1425 Greenway Drive, Suite 340, Irving, TX 75038

Email: justin.acord@COGENTinfo.com | Phone: (412) 889-7700

Website: www.cogentinfo.com



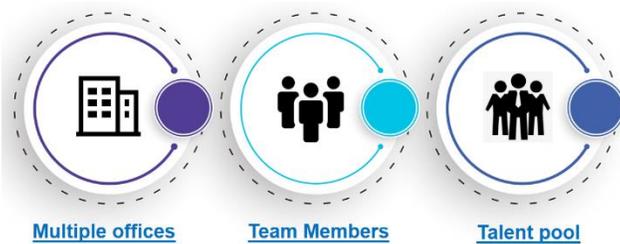
COMPANY PROFILE



Incorporated in 2003, Cogent Infotech Corporation is a global, award-winning Contingent Workforce Solutions firm with extensive experience providing **Staffing Services** to the public and private sector. Cogent thrives on long-term ethical relationships with its clients, employees, and stakeholders. We place a strong emphasis on the delivery of optimum services and solutions to our clients.

Cogent is a certified MBE as recognized by the **National NMSDC, DFWMSDC, CRMSDC, NYC SBS, and NYS ESD**. Our company is among the fastest growing MBE firms in the United States. Due to unprecedented growth, Cogent has opened several satellite offices throughout the United States to better service our customers and has dedicated teams focused on meeting with customers consistently to understand their

needs and deliver the absolute best solutions for their Staffing needs. Our ability to network within the local community and user groups gives us the edge to attract, hire and retain superb candidates across the nation and we have proven ourselves thus far working with multiple public-sector entities since 2003. Cogent is a local vendor with **local office in Irving, TX**. We have offices in Pennsylvania, California, New York, Florida and Virginia. We have a vast experience **of providing more than 1500+ staff to various government agencies within The State of Texas and over 10000+ placements nationwide**. We also have **experience of serving several education agencies and have provided 1000+ staff to education sector** (i.e., Universities, Colleges, and Schools) across the United States. We have **experience of other cooperative purchasing contracts** including **NASPO Value Point** from New Mexico and **ITSAC** from DIR Texas. **We have been a TIPS vendor since 2020**. Our prior experience and understanding of visions and policies of Education Agencies, Cooperative contracts, as well as public sector agencies across the United States, will help us in providing best-in-market staff to TIPS members, and help with the growth of the organizational workforce capability of TIPS members.



Located in **PA, NY, TX, VA, FL and CA**. This will help us in serving all E&I members spread across every key region.

Local Team comprising of 20+ employees including Account Manager, Executives, Recruiting Team Lead and Associates etc.

3.5 Million+ pre-screened staff available in talent pool across the United States for multiple staffing domain, to serve our clients across the nation.

Cogent provides the best talent, resources, experience, and market expertise to its customers. Through more than **20+ years** of industry experience, we have an in-depth understanding of **staffing** needs in the government and private sector. Cogent's entire organizational focus is towards delivering world class staffing services to its customers. Therefore, a relentless pursuit of defect eradication is a mission that touches every dimension of Cogent's business. We **specialize in the placement of professionals in temporary staff, direct hire, temp to hire, positions with short- and long-term contract assignments**. Our team has been delivering in a time-efficient, yet highly professional manner and makes us fully capable of providing the required staff to TIPS Members as and when required. All services provided by Cogent

will be backed by support and issue resolution throughout the term. We currently have more than **3.5 million qualified candidates in our candidate pool** across the United States that are ready and available to join any project for TIPS Members. We can assure the fulfillment of any staffing requirement within 3-4 working days of initial request from any member. We have **worked with several Universities across United States including, but not limited to, West Virginia University, Florida International University, Wake Forest University Medical Center, Eastern Kentucky University, and Rowan University**. We have **served other education agencies including schools like Dallas Independent School District, Houston Independent School District, Tucson Unified School District, Douglas County School District, Adams 12 Five Star Schools, School District of Greenville County, Beaufort County School District, and colleges like Austin Community College, San Jacinto Community College, St. Louis Community College, Broward College, County College of Morris, and Lansing Community College**, to name a few.



ABOUT COGENT



Industry Experience

 Education	 Technology	 Retail	 BFSI
 State & local	 Automotive and manufacturing	 Aerospace & Defense	 Financial Services
 Hi-tech	 Healthcare	 Telecommunications	 Banking
 Communication media & technology	 Media, entertainment and gaming	 Federal	 Energy & utility

 Successfully supporting 120+ Public Sector agencies and 65+ Fortune 500 Companies	 National footprint across all 50 states serving diverse client base.	 US based Executives, Local Delivery and Account Management teams with dedicated point of contact	 Global delivery model with over 400 vertically aligned recruiters, data miners and research analysts.
 Debt free organization with an impressive D&B Score validating financial stability and the ability to make financial investments	 Proprietary AI driven technology Assists with locating passive talent by skill sets, demographics, and location		

Some of our key features are listed below:

- ✦ Exceptional ability to inspire, train and motivate staff.
- ✦ Highly competent and skilled recruiting team. Competitive and flexible pricing model.
- ✦ Quick turnaround, quality talent and an in-depth understanding of procurement and recruitment processes.
- ✦ Right Person, at Right Place and at Right time with the highest level of integrity, dedication, and commitment.
- ✦ Knowledge and experience in the temporary staffing industry that helps you to achieve growth in your organization.

OUR CORE VALUES

<p>Innovation Work on Disruptive Technologies</p> 	<p>Diversity & Inclusion Together we Conquer</p> 
<p>Investing in Cogenters: Professional Excellence Our People, Our Power</p> 	<p>Women@Cogent A Place for the Superwomen of Tech</p> 

OUR CAPABILITY STATEMENT

Through our expanding national network of business units nationwide, our company has helped thousands of candidates find rewarding jobs with businesses ranging from high-tech startups to Fortune 100 corporations and several government agencies. Over 150+ clients rely on Cogent to strengthen their competitive technical positions and each year we continue to add to our growing list of loyal customers.

We are committed to being a positive force through the life of the contract, providing valuable long-term technical recruitment services to TIPS. Our firm is passionate about supporting TIPS and making a commitment to each participant's economic and cultural development. TIPS can be assured of receiving the highest quality services and support from Cogent Quality System in place. We have the resources, experience, expertise and proven processes to provide a complete solution. We look forward to the opportunity to expand our business relationship with TIPS through this procurement process. Provided below is a list of our key differentiators, professional capacity and reasons why we believe we can fulfill TIPS's requirements and provide technical resources at all TIPS locations.

- **Our people**

- We only hire the TOP 10% of technical talent.
- Over 55% of our people possess master's degrees, the majority from leading US Universities.
- One of the highest employee satisfaction ratings on Glassdoor.com.
- 96% employee retention rate.

- **National Reach** - Since its inception in 2003, Cogent has been providing technical recruitment services to both Commercial and Public-Sector clients on a national level. We can also recruit the very best talent in the World keep them in the State of Texas or bring them to the State of Texas.

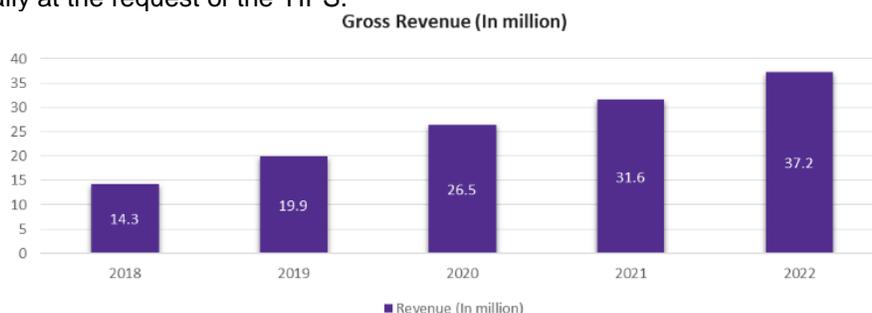
- **Single Point of Contact** - Cogent maintains a team of business development professionals who serve as a single point of contact for their respective accounts. This not only ensures continuity, but also reduces the chances of miscommunication and/or confusion about who to contact.

- **Current Experience** - Cogent is currently providing technical recruitment services to entities nationwide. These contracts are very competitive and sometimes these contracts have 200+ vendors on them. We have embraced the competition as a challenge and have used that as motivation to outperform our competitors by providing excellent talent at a much lower cost.

- **Business Size** - Cogent is a recognized Minority Business Enterprise. We are big enough to deliver for sizable clients like the State of Texas, State of Florida etc., while also being small enough to pay attention to every single important detail. We are nimble, agile and can provide the level of service TIPS deserves.

- **Employment Standards** - Cogent is committed to being a leader in providing technical recruitment services. Therefore, it is imperative that its employees conduct their work in the utmost professional manner. Every Cogent employee is provided with an employee handbook which details all employment standards that every employee must follow.

- **Financial Stability** - As for the financial health of our business, we are a financially strong and sound, well-funded company having direct & remote support services in various regions of the US sub-continent to deliver and implement projects on time. Our firm has a D&B PAYDEX score of 80, which shows that our firm is financially stable and well maintained. Cogent is privately held, profitable for the past 19+ years and has the financial capacity to make further investments. An official copy of Cogent's Dunn and Bradstreet analysis as well as our financial statements can be provided confidentially at the request of the TIPS.



- State of the Art Applicant Tracking System (ATS)** - Cogent has invested a lot of time, effort and money in customizing JobDiva (www.JobDiva.com), an industry-leading ATS system specifically designed for technical recruitment and staffing services companies. This ATS system manages the entire lifecycle of a requirement and fosters a collaborative environment between various departments within the company (recruiting, sales, human resources, administration etc.) Our ATS system currently comprises an ever-growing database of about 3.5M resumes of highly qualified technical talent available in the United States. There is a dedicated team of recruiting professionals whose sole task is to constantly keep adding to this database. We are targeting to reach a resume database size of over 4 million resumes by the end of 2023.

COGENT'S NATION-WIDE TALENT POOL



- Highly capable recruiting team** - Cogent has a highly capable recruiting team comprising over 400 professionals in different capacities (recruiters, sourcing specialists etc.). The team has 19+ years of experience providing technology staff augmentation services to various public-sector entities (federal, state and local). Over a period, the recruiting team has formed solid relationships with top notch talent located in the country. They are well versed with the various nuances, laws and policies while working with the educational institutions around the country.
- Access to leading recruiting tools** - Cogent invests heavily in leading recruiting tools such as LinkedIn, Monster, Dice, CareerBuilder, Glassdoor, Indeed etc.
- The majority of Cogent's business revenue has come from performing technical recruitment services.
- Cogent has successfully completed 7000+ unique technical recruitment engagements to date and has provided contractors for 65 of the Fortune 500 companies.

Cogent provides similar services to several State and Federal entities and thus is cognizant of the overall processes required in servicing the Public-Sector customers. Thus, there will be very little learning curve while serving TIPS. We have all the necessary tools, capability and skills to serve TIPS throughout the contract term with top-notch talent from the market. Our rigorous testing and screening procedure will ensure that all our contractors meet or exceed TIPS's expectations throughout the contract term, as well as allow TIPS to complete projects in the specified timeline and budget.

MAJOR CONTRACTS WITH EDUCATION AGENCIES



Dallas Independent School District, TX

Contract: IT Professional Consulting Services and Staff Augmentation



Houston Independent School District, TX

Contract: IT Contractors



Douglas County School District, CO

Contract: Information Technologies Staff Augmentation



Adams 12 Five Star Schools, CO

Contract: IT Staffing and Professional Services



School District of Greenville County, SC

Contract: Temporary IT Professional Services



Beaufort County School District, SC

Contract: Temporary IT Professional Services



Baltimore County Public Schools, MD

Contract: Information Technology Staffing Services



Broward County Public Schools, FL

Contract: Technical Contract Staffing and Consulting Services



The School District of Philadelphia, PA

Contract: Temporary Staffing for Professional Services



DeKalb County School District, GA

Contract: Temporary Staffing Services



Colonial and Red Clay Consolidated School Districts, DE

Contract: Staffing Services



Shelby County Schools, TN

Contract: Temporary Staffing Services



West Virginia University, WV

Contract: Functional/Technical Consulting Service



Florida International University, FL

Contract: IT Staffing Services



Wake Forest University Medical Center, NC

Contract: IT Staffing Services



Eastern Kentucky University, KY

Contract: Temporary Staffing Services



Rowan University, NJ

Contract: Temporary Employment Agency



University of California San Francisco

University of California San Francisco, CA

Contract: Temporary Employment Services



University of Arkansas at Little Rock, AR

Contract: UA Little Rock Temporary Staffing



University of Wisconsin-Madison, WI

Contract: Staff Augmentation Services



University Hospital – Newark
Contract: Supplemental Search Services



Austin Community College, TX

Contract: IT Staff Augmentation Services



San Jacinto Community College, TX

Contract: Temporary Staffing Services



St. Louis Community College, MO

Contract: IT Recruiting Services



Broward College, FL

Contract: Temporary Staffing Services



County College of Morris, NJ

Contract: Temporary Employment Services



Lansing Community College, MI

Contract: Temporary Employment Services

LOCATION OF OFFICES AND SERVICES WE PROVIDE

SR NO.	STATE	ADDRESS	TYPE
1	PA	1035 Boyce Road, Suite 108, Pittsburgh, PA 15241	Headquarter
2	TX	1425 Greenway Drive, Suite 340, Irving, TX 75038	Local Office
3	CA	500 Capitol Mall, Sacramento, CA 95814	Office
4	NY	200 Vesey Street, 24th Floor New York, NY 10281	Office
5	FL	1800 NW Corporate Boulevard, Suite 130, Boca Raton, FL 33431	Office
6	VA	4250 North Fairfax Drive, Suite 600, Arlington, Virginia 22203	Office



OUR EXPERIENCE IN PROVIDING STAFFING SERVICES WITHIN TEXAS

Cogent has been providing recruitment and staffing services to various agencies in the State of Texas since 2013. The following are some of the major Texas agencies to whom we have provided or are providing our staffing services to.

STATEWIDE CONTRACTS:		Department of Information Resources	ITSAC – Contract # DIR-CPO-4574 DBITS – Contract # DIR-CPO-4975
CONTRACTS WITH OTHER GOVERNMENT AGENCIES IN TX			
TIPS Staffing Services – Region 8 Educational Services Centre	Temporary Staffing Services – Houston Housing Authority	Temporary Staffing Services – San Jacinto College	Temporary Staffing Services – Tarrant County
Staff Augmentation Services – City of Austin	IT Staff Augmentation Services – Austin Community College	IT Consulting and Staffing Services – Austin Energy	IT Technical and Support Services – Austin Energy/Human Resources
IT Consulting, Implementation & Staff Augmentation – Harris Health System	Temporary Employment Services – Dallas ISD	Strategic Partnership (s) for Technology Staff Augmentation – Lower Colorado River Authority	Consulting Recruitment and Staff Augmentation Services – Harris County
Annual Contract for Temporary Clerical Personnel – Tarrant County	Temporary Employee Services – San Antonio Water System	Staffing Services and Related Solutions – Region 14ESC	Temporary Staffing Services – Dallas Housing Authority
Supplemental#1 – IT Contracts – Houston Independent School District	Temporary Services – Fort Worth ISD	Annual Contract for Audio-Visual Technician Temporary Staffing – Tarrant County	Temporary Staffing, Direct-Hire, and Other Employer Services – HGAC
Temporary Staffing Services – University of Texas at San Antonio	ITS Staffing Professional Services – DFW Airport	Temporary Staffing for Harris County	Temporary Staffing Services – North Central Texas Council of Government

OUR VAST CLIENT BASE IN STAFFING (NATION-WIDE)

Cogent has continuous experience of providing similar services to clients since 2003. The list below shows our client base since 2003, demonstrating our large and strong experience in serving clients on the national, state as well as the local level in the public sector, as well as our experience in serving large commercial clients.

CLIENTS IN THE PUBLIC SECTOR

PUBLIC SECTOR ORGANIZATION	AGENCY NAME	LOCATION
STATE OF MO	St. Louis Community College	Bridgeton, MO
	Clay County	Clay County, MO
STATE OF CA	Santa Clara University	Santa Clara, CA
	San Diego Metropolitan Transit Authority	San Diego, CA
	University of California San Francisco	San Francisco, CA
STATE OF FL	Department of Corrections	Tallahassee, FL
	Department of Environmental Protection	Tallahassee, FL
	Department of Transportation	Tallahassee, FL
	Pinellas County	Pinellas County, FL
	St. Johns River Water Management District	Palatka, FL
	Tampa International Airport Authority	Tampa, FL
	Broward County Public Schools	Fort Lauderdale, FL
MIAMI DADE COUNTY, FL	Department of Finance	Miami, FL
	Water and Sewer Department	Miami, FL
	Information Technology Department	Miami, FL
	Enterprise Portfolio Management Office	Miami, FL
FEDERAL	Department of Justice	Washington, D.C.
	Department of Labor	Washington, D.C.
	Department of Energy	Washington, D.C.
	Department of Transportation	Washington, D.C.
	General Service Administration	Washington, D.C.
	U.S. Agency for Global Media	Washington, D.C.
STATE OF PA	The School District of Philadelphia	Philadelphia, PA
	National Railroad Passenger Corporation (AMTRAK)	Philadelphia, PA
STATE OF MD	Maryland Health Benefit Exchange	Baltimore, MD
	Baltimore County Public Schools	Baltimore, MD
STATE OF NY	Division of Criminal Justice	Albany, NY
	Governor's Office of Employee Relations	Albany, NY
	NY Police Department	Endwell, NY
	NYC Department of Finance	New York, NY
	NYC Landmarks Preservation Commission	New York, NY
	New York City Fire Department	New York, NY
	New York City School Construction Authority	Queens, NY
	New York City Civil Service Commission	New York, NY
	New York Power Authority	White Plains, NY
	New York City Housing Authority	New York, NY
New York State Energy Research and Development Authority	Albany, NY	
STATE OF VA	Virginia State Police	Richmond, VA
	Arlington County Government	Arlington, VA
STATE OF GA	State Board of Workers Compensation	Atlanta, GA
	Department of Corrections	Atlanta, GA
	Department of Education	Atlanta, GA
STATE OF SC	Department of Health and Environmental Control	Columbia, SC
	Division of Technology	Columbia, SC
	Beaufort County School District	Beaufort, SC
STATE OF MI	Department of Health & Human Services	Lansing, MI

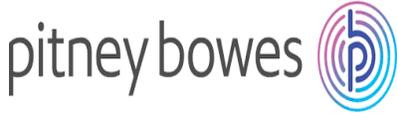
	Wayne County Airport Authority	Detroit, MI
	Livingston County	Howell, MI
STATE OF ME	Department of Transportation	Augusta, ME
	Department of Health & Human Services	Augusta, ME
STATE OF OH	Cincinnati Metropolitan Housing Authority	Cincinnati, OH
	Cleveland Metroparks	Cleveland, OH
STATE OF NC	Wake Forest University Medical Centre	Winston-Salem, NC
STATE OF TX	Region 8 Education Service Center	Pittsburgh, TX
	Region 14 Education Service Center	Abilene, TX
	Houston Independent School District	Houston, TX
	Tarrant County	Fort Worth, TX
	City of Austin	Austin, TX
	Department of Motor Vehicles	Austin, TX
	Comptroller of Public Accounts	Austin, TX
	Workforce Commission	Austin, TX
	Office of Attorney General	Austin, TX
	Lower Colorado River Authority - Enterprise Services	Austin, TX
	Port of Houston	Houston, TX
	Department of Family & Protective Services	Austin, TX
	Cancer Prevention Research Institute	Austin, TX
	Department of Transportation	Austin, TX
	Department of Health & Human Service Commission	Austin, TX
	Dallas Fort/Worth International Airport Authority	Dallas, TX
	Austin Community College	Austin, TX
	San Antonio Water System	San Antonio, TX
	Harris Health System	Houston, TX
	Central Technology Services	Houston, TX
	Justice Applications Division	Houston, TX
	Back Office Application Division	Houston, TX
STATE OF MN	Minnesota Judicial Branch - State Court Administrator's Office	Saint Paul, MN
	State-wide	MN
	Ramsey County	Saint Paul, MN
	Hennepin County	Minneapolis, MN
STATE OF IL	Chicago Transit Authority	Chicago, IL
	State Universities Retirement System	Champaign, IL
STATE OF KS	Department of Administration	Topeka, KS
STATE OF TN	Shelby County Schools	Memphis, TN
STATE OF OK	Office of Management and Enterprise Services	Oklahoma City, OK
STATE OF KY	Eastern Kentucky University	Richmond, KY
STATE OF WI	University of Wisconsin	Madison, WI
STATE OF IN	Department of Family & Social Service/Administration	Indianapolis, IN
STATE OF ND	Department of Human Services	Bismarck, ND
STATE OF SD	Bureau of Information and Telecommunications	Pierre, SD
STATE OF OR	Department of Human Services	Salem, OR
	Department of Education	Salem, OR
	Oregon Marion County	Salem, OR
	Multnomah County	Portland, OR
STATE OF CO	Denver Water	Denver, CO
	Douglas County School District	Castle Rock, CO
STATE OF WA	Community Transit	Everett, WA
STATE OF ID	State-wide	Boise, ID
STATE OF AZ	City of Phoenix	Phoenix, AZ
STATE OF MT	State-wide	Helena, MT

CLIENTS IN THE PRIVATE SECTOR

INDUSTRY VERTICAL	CLIENT NAME	FORTUNE 500 RANKING
AEROSPACE & DEFENSE	Rockwell Collins	415
AIRLINES	American Airlines	70
AUTOMOBILES	Tesla	242
CHEMICALS	Sherwin Williams	175
	Dupont	213
COMMERCIAL BANKS	JP Morgan	24
	Bank of America	29
	Wells Fargo	30
	Citizens Financial Group	473
	Morgan Stanley	61
	PNC Financial Services	178
	Bank of New York, Mellon Corp.	138
	State Street	247
COMPUTER SOFTWARE	Microsoft	37
	Cognizant	185
	IBM	38
	Oracle	82
ENTERTAINMENT	Walt Disney	53
	Twenty-First Century Fox	109
FINANCIAL DATA SERVICES	Visa	147
	First Data	243
	Fiserv	205
FOOD & DRUG STORES	CVS Health	4
	Kroger	21
	Supervalu	158
HEALTHCARE: INSURANCE & MANAGED CARE	Elevance Health (formerly Anthem)	50
HOUSEHOLD & PERSONAL PRODUCTS	Procter & Gamble	47
INFORMATION TECHNOLOGY SERVICES	Cognizant Technology	185
INSURANCE: LIFE, HEALTH	TIAA CREF	90
	AFLAC	128
INSURANCE: PROPOERTY & CASUAL	State Farm Insurance	42
MAIL, PACKAGE & FREIGHT DELIVERY	FEDEX	39
MEDICAL PRODUCTS & EQUIPMENT	Boston Scientific	328
	Abbott Labs	86
PHARMACEUTICALS	Johnson & Johnson	37
	Pfizer	43
RAILROADS	CSX	239
SPECIALITY RETAILERS-APPAREL	L Brands	262
TELECOMMUNICATIONS	AT&T	13
	Verizon	23
	Comcast	28

MAJOR CLIENTS THROUGH MSPS

		
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LIST OF SIMILAR CONTRACTS IN THE LAST TWO (2) YEARS

Since inception in 2003, Cogent has been awarded and has worked on more than 170+ contracts. To decrease the number of pages in proposal, we have ONLY provided a list of staffing contracts that have been awarded to Cogent in the last 2 years. We aspire to show TIPS that we are capable of and have served multiple clients, and also to show the number of customers that have trusted Cogent and have been successfully managed by Cogent in the last 2 years. Our expertise and professionalism will provide the best-in-market candidates to TIPS for its staffing needs.

CONTRACT NAME	CLIENT NAME	STATE	AWARD DATE
Temporary Staffing Services	Arkansas State University	AR	6/10/2021
Temporary Staffing Services	North Central Texas Council of Governments	TX	6/15/2021
Non-Clinical Staffing Services	Vizient	TX	6/30/2021

Information Technology Professional Services Contract Pool	State of North Dakota	ND	7/12/2021
Temporary Staffing Services	Houston Housing Authority	TX	7/21/2021
Temporary Employment Services	State of Delaware	DE	7/26/2021
Temporary Employment Agency for Rowan University School of Osteopathic Medicine	Rowan University	NJ	8/18/2021
Temporary Staffing Services	Broward College	FL	8/26/2021
Temporary Staffing Services	University of Texas at San Antonio	TX	8/30/2021
Temporary Staffing Services, Direct-Hire and Other Employer Services	City of Denton	TX	9/20/2021
Prequalification for Information Technology Staff Augmentation Services	Department of Management Services	FL	9/27/2021
Employment Search Agencies for Senior Financial Analyst	County of Waukesha	WI	10/7/2021
Temporary Employment Services	County College of Morris	NJ	10/20/2021
Authority Wide Contingent Staffing	New York Power Authority	NY	10/1/2021
Temporary Staffing Services	DeKalb County School District	GA	10/22/2021
Temporary Personnel for Event-Response Data Analysis	Tarrant County	TX	10/22/2021
Temporary Staffing Services	San Jacinto College	TX	10/26/2021
ITS77 IT Staff Augmentation	Commonwealth of Massachusetts	MA	12/06/2021
Temporary Employment Services	Lansing Community College	MI	11/30/2021
IT Staff Augmentation Services	Metropolitan Washington Council of Governments	DC	11/30/2021
Temporary Personnel Services	Central Ohio Transit Authority	OH	01/11/2022
Professional/Consulting Student Services	Plano ISD	TX	01/12/2022
Temporary Employment Services	Ramsey County	MN	01/12/2022
UA Little Rock Temporary Staffing	University of Arkansas at Little Rock	AR	01/21/2022
Temporary Employment Services - Administrative	Denver Housing Authority	CO	01/24/2022
Temporary Personnel Services	Department of Personnel and Administration	CO	01/26/2022
Temporary Medical Staffing Services	City of Albuquerque	NM	01/31/2022
MWBE Bid Request IT Server Engineer - 02102022	New York City Employees' Retirement System (NYCERS)	NY	02/25/2022
Temporary Staffing for Harris County	Harris County	TX	03/03/2022
IT Staffing Services Contract Number: AGENCY21-PURC-4076	The San Bernardino County	CA	03/15/2022
Contingency Staffing	The County of San Mateo	CA	03/25/2022
Various Recruiting Services on an as-needed basis for three years with two one year options	Chicago Transit Authority	IL	3/28/2022
Temporary Staffing Services	Orange County Public Schools	FL	04/06/2022
Talent Sourcing & Recruitment	Hamilton County	OH	08/15/2022
Temporary and Recruiting Staffing Services Executed Contract No. 22-10764	CalOptima	CA	04/14/2022
Temporary Personnel Staffing and Workforce Management Services	The Local Government Purchasing Cooperative(BuyBoard)	TX	04/29/2022
Executive Recruitment Firm Services	State of Rhode Island	RI	05/05/2022
Temporary Personnel Service - Annual	Lee County	FL	4/4/2022
Professional Employment Search Firms	Montgomery County	PA	04/08/2022
Statewide Temporary Medical Professional Services	State of Missouri	MO	06/01/2022
Temporary Agency Services	Alameda-Contra Costa Transit District's	CA	06/27/2022
Temporary Medical Staffing Services	State of Delaware	DE	06/22/2022
Temporary Staffing Positions	Colorado Department of Human Services	CO	07/15/2022

IT Staff Augmentation Services	The School Board of Miami-Dade County	FL	07/25/2022
Recruitment Services	County Of Chester	PA	07/22/2022
Temporary Employment Services	State of New Mexico General Services Department/State Purchasing Division	NM	8/9/2022
Temporary Employment Services for Federally Funded Projects	Manatee County	FL	8/16/2022
One (1) IT Project Manager for the Cybersecurity Program Rollout Staffing Services	Dallas Independent School District	TX	8/24/2022
Temporary Services	Colonial and Red Clay Consolidated School Districts	DE	8/22/2022
Technical Contract Staffing & Consulting Services	ESC Region 19 Allied States Cooperative School Board of Broward County	TX	8/30/2022
Temporary Employment Agencies	Montgomery County	FL	9/14/2022
Third Party Staffing Services	Richardson Independent School District (RISD)	PA	9/15/2022
Recruiting Services for Full-Time Technology Positions	The School Board of Broward County	TX	9/13/2022
Temporary Labor Services	University of Central Florida	FL	9/19/2022
IT Temporary Labor Services	NiSource	-	9/23/2022
IT Staff Augmentation Services	Office of Management and Enterprise Services	OK	9/1/2022
Administrative Services – Temporary Personnel (Statewide)	NY-Office of General Services Procurement Services	NY	10/20/2022
Citywide Staffing Services	City of Clearwater	NY	10/19/2022
Jeffco IT Specialized Staffing Augmentation	Jefferson County School District R-1	FL	11/2/2022
Master Service Agreement: Information Technology Services	Sanitation District No. 1 (SD1)	CO	9/20/2022
Technology Staff Augmentation	Northside Independent School District	KY	11/17/2022
Salesforce, Business Intelligence & Web Development and Design Staff Augmentation Services	City Colleges of Chicago	TX	12/15/2022
Professional Services Agreement for Professional Technical Resources	Kern Health System	IL	12/9/2022
Supporting Staff Services	New York County District Attorney's Office	CA	12/16/2022
Pre-Qualification of Contractors for Professional Services Staffing for Information System Services Department	Palm Beach County Board of County Commissioners	NY	12/23/2022
Public Health & COVID Response Non-Clinical Staffing	Washington County	FL	12/23/2022
IT Consulting and Technical Support Services IDIQ	Maryland Health Benefit Exchange	OR	1/18/2023
Temporary Staffing Services	Teacher Retirement System of Texas	MD	1/30/2023
Permanent Staffing Services	New York Power Authority (NYPA)	TX	02/15/2023
IT Staffing Services	Monroe County Water Authority	NY	02/08/2023
Enterprise Support Staffing Services	City of Baltimore	NY	02/23/2023
Agile Team Support for Medicaid Enterprise System (MES) Development Contract Number: 4400031453	South Carolina Department of Health and Human Services	MD	12/2/2022
Executive Search Firm	Inter-University Council	SC	04/07/2023
Temporary Staffing	Denver Water	OH	04/18/2023
Temporary Clerical, Administrative and Other Support Personnel Services	City of Chicago - Department of Human Resources	CO	04/14/2023
Temporary Employment Services Information Technology	New Jersey Higher Education Student Assistance Authority	IL	05/04/2023
		NJ	05/09/2023

OUR RECRUITMENT PROCESS



Cogent understands that every client is unique and has a unique set of goals. Thus, we do not follow a common recruitment approach for all clients. After an exhaustive analysis of a client's requirements by our Account Manager (AM) and the subsequent meeting with the client's Hiring Manager, a well-thought-out recruitment approach has been crafted. Our process is tailor-made for each of our clients to ensure we deliver the finest, best-fit talent.

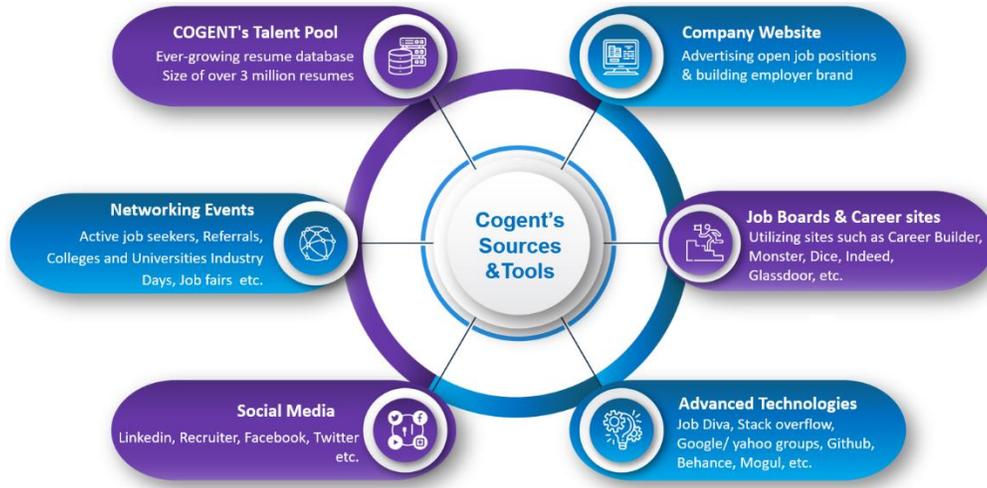
Our recruitment process kick-starts as soon as our AM receives a requirement from the client. AM discusses the requirement with the Recruitment Manager (RM) who subsequently creates a skill matrix accordingly. The RM assigns the requisition to our Sourcing Team. Our Sourcing team looks for candidates from a wide range of resources utilizing a variety of sourcing techniques. Beside our ever expanding 'Cogent's Talent Pool', we source candidates from job boards, career sites, social media, company websites, networking events, and employee referrals. Our sourcing team continuously submits the best-fit resumes to Recruiters and Recruiter starts preliminary screening. Additionally, HR related information (W2, I-9 etc.) is gathered. Once preliminary screening has been completed, the best-fit candidate details are sent to the RM for in-depth screening. Our RM utilizes his/her strong technical background to conduct a thorough technical screening round with the candidate which includes a detailed discussion of all the candidate's previous projects and skills & technologies used, type of applications the project entailed, and overall role of the candidate on the project. After the in-depth screening process, our RM verifies the credentials of the candidate including but not limited to: educational qualifications, any/all relevant certifications listed on the resume, employment history and eligibility to work in the US. The minute credentials are verified, the RM runs a reference check which gives insight into the candidate's performance, attitude, and aptitude with former employers. We also verify the reason for leaving the last assignment.

After the successful verification, RM submits details of qualified candidate to the Subject Matter Expert (SME). SME then speaks with the candidate to further qualify the candidate and inform the account details, location, project information (technical requirements, functional requirements, type of applications, team size, and other relevant technical/functional information the candidate may have questions about.). Every skill critical to the completion of assigned deliverables is identified and assessed in terms of the level of skill required. Only when it's established that the candidate meets or exceeds the qualification of the position, does the SME approve him/her for submittal to the client? Once we receive the green flag from the client for candidate, we coordinate with the selected candidate for the acceptance, background check (as desired by the client), relocation and project start.

HOW WE SOURCE CANDIDATES

We use multiple methods for sourcing and have a large database of pre-screened candidates. Cogent's employee base, referral program, and existing recruiting force have lent Cogent the ability to meet client requirements in some of the hardest to find skill-sets and on large-scale projects that require teams of resources. Cogent's vertical market experience with its clients over the years has invariably created a pool of existing employees and resources from referrals and/or in our database, from which Cogent works on an on-going basis. This talent pool has taken shape in such a way that we have

seen many clients come to Cogent for conceptually similar functional and technical needs that we were prepared to respond to. We allocate resources for early on boarding and adequate training. We use hired employees that have worked for us before and have a list of seasonal workers on call who are willing to come back in subsequent years. This gives our company plenty of time to on board staff before the busy time arrives.



We strongly believe in combining technology and the "human touch" for our sourcing and recruiting activities. This strategy affords the company to Personalize, Differentiate and effectively Network with its prospective hires. Following are our sources of our candidates:

- **COGENT's Talent Pool**

Our ATS system currently comprises an ever-growing database of about 3.5 million resumes of highly qualified temporary staff available in the Unites States. There is a dedicated team of recruiting professionals whose sole task is to constantly keep adding to this database.

- **Job Boards and Career Sites**

Our recruiters utilize sites such as Career Builder, Monster, Dice and Indeed to find candidates who aren't on our internal tracking system. These databases contain millions of resumes that span different industries, experience levels and geographical locations. To source a perfect candidate for any role, these act as gold mines for our recruiters.

- **Social Media/Company Website**

LinkedIn acts as one of the most popular recruiting tools for our recruiters. Each of our recruiters has got a recruiter account which allows them to search for candidates based on their work history, job title, or college. One of the primary advantages for our recruiters is finding qualified candidates on LinkedIn who would be otherwise impossible to be located as they won't be actively looking for jobs. Apart from this our recruiters also utilize various other sources of social media namely Facebook, twitter etc. On our company website we advertise the company's open roles and build employer brand.

- **Networking Events**

We still consider industry networking events as the best way to make connections, for both recruiters and candidates. Our recruiters attend specific industry or event related opportunities to:

- Network with active job seekers
- Meet professionals in the industry they staff for
- Identify candidates who are strongly engaged for future hiring purposes
- Learn more about positions in the field that they hire for

- **Employee Referrals**

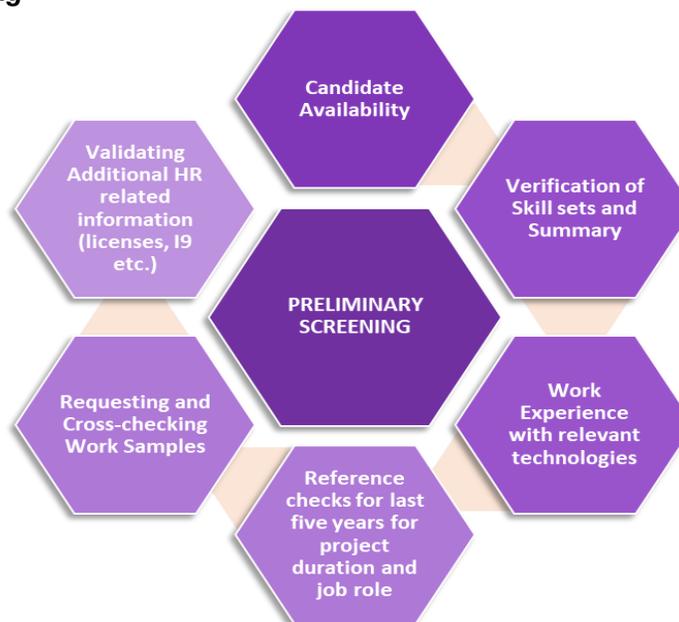
We consider employee referrals to be strong candidates. This allows our recruiters to save a lot of time hunting down candidates when they get referrals passed along to them.

- **Niche skill talent pool:** Cogent maintains a talent pool of candidates possessing any niche skills or having worked on any new/niche technologies. This pool is being utilized to fulfil client requirements which require work on any new/emerging technology.
- **Advanced Technologies**
Various technologies like Stack overflow, Google/yahoo groups GitHub, Behance, Mogul, and We Work Remotely etc. are being utilized by our recruiters to find candidates of specific kinds.
- **Fulfilling Sourcing Requirements**
Our recruiters are trained to stay up to date with the latest technologies available in the market to handle clients' fluctuating requirements. To ensure the same, our recruiters review/attend/analyze the events/entities below. This process has resulted in successful and smooth delivery of services to the client involving the use of new technologies.
 - **Events:** Our recruiters attend industry events on a regular basis. This helps them gain knowledge on new technologies & trends. Also, it provides a platform to make new connections in the recruitment field.
 - **Webinars:** On a frequent basis, our recruiters attend webinars to ensure they regularly hear from industry experts. The webinars are attended through various sources including but not limited to Glassdoor webinars, LinkedIn Webcast etc.
 - **Industry Reports:** Our recruiters draw from the data that's constantly being collected within the same industry. They examine industry reports available in the market (ex. LinkedIn's Global Recruiting Trends Report) to analyze which technologies are trending and available in a particular region of the world.

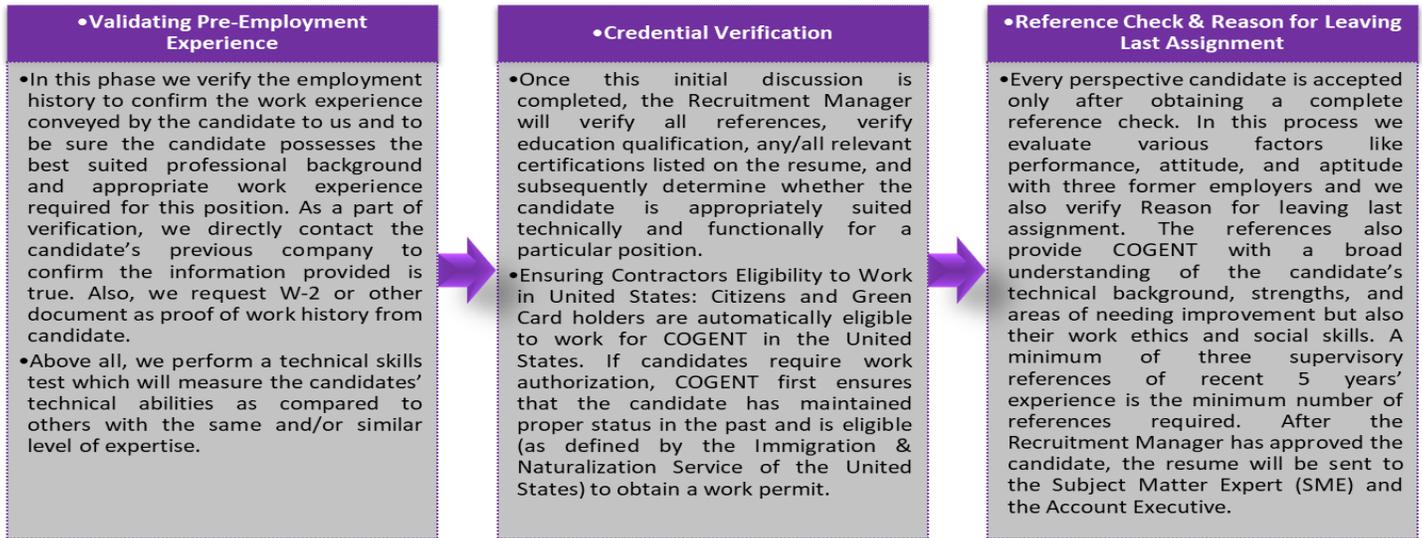
OUR SCREENING PROCEDURE

At Cogent, we use our proven 3-layered testing and screening framework to assess validate candidates' technical competency. Our process begins with the review of a candidate's employment application and resume, followed by a telephone interview. We also use candidates' social networking profile as a tool in the screening process. Provided below is a pictorial description of the steps we take in testing and screening candidates to ensure they possess all the necessary qualifications and skills, and are a good fit for the job profile.

Step 1 - Preliminary Screening



Step 2 - In-Depth Screening



Step 3 - Skill Testing by Subject Matter Expert

A Subject Matter Expert (SME) is assigned to work with a Sales/Account Executive and designated accounts to become as familiar with the account as the Sales/Account Executive and the technical environment of the client. The SME speaks with the candidate to further qualify the candidate and inform them candidate of the account details, location, project information (technical requirements, functional requirements, type of applications, team size, and other relevant technical/functional information the candidate may have questions about.). Every skill critical to the completion of assigned deliverables is identified and assessed in terms of the level of skill required (a scale of 1 to 4 is used where 1=Proficient and 4=Novice) using the below matrix. Only when it's established that the candidate meets or exceeds the qualification of the position, the SME approves him/her for submittal to the client.

Once the candidate has been approved for submittal to the client by the SME, the SME will recommend to the Sales/Account Executive to submit the candidate to the client for a requirement. Our above-mentioned manual process ensures our clients get only the best resources available in the job market. Provided below is required skill and gap plan that is utilized to evaluate each candidate before sending/assigning them to any project.

Required Skills and Skill Gap Plan						
Required Skill	Skill Level Required				Actual Skill Level	Skill Gap Mitigation Plan
	1	2	3	4		
	Proficient	Competent	Learner	Novice		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

OUR BACKGROUND CHECK POLICY

All offers of employment at Cogent are contingent upon clear results of a thorough background check. Background checks will be conducted on all final candidates and on all employees who are promoted, as deemed necessary. Cogent is able to provide stated background checks and we have a well-defined and documented Background Check Policy to perform as a pre-employment exam. Under this policy, depending upon the TIPS's requirement, candidates are subjected to compulsory pre-employment background checks. If the candidate is being selected by the TIPS, **Cogent along with SafestHires, Inc.**, will perform a background check on the selected candidates. The candidate will be notified and will be required to sign a consent and authorization form as to the procedures set forth in our Background Check Policy. We will

notify the TIPS in writing regarding the result of the background check conducted for a candidate. The candidates after successfully clearing the background check will proceed to join the TIPS project.

Our in-depth knowledge of the background screening process and wide reach across industry sectors will make Cogent the best partner. Candidates can be screened pre-hire, pre-offer, pre-joining, post-offer, or post-joining. With a focus on innovation, Cogent functions on a smart technology solution which makes the end-to-end process error-proof and speed-oriented. It starts when the candidate submits the duly filled Background Verification (BGV) form along with supporting documents. Based on the contractual obligation, Cogent shall proceed with verification of any or all of the background checks below. In addition to our thorough screening, sometimes we also rely upon third party vendors like **A-Check, Hire Right, Pink Screening, FADV, Sterling, E-Screening, Concentra, TalentWise** perform checks against public databases.

The BGV form also contains the self-declaration, binding the candidate’s employment in that organization subject to clearance of all the checks positively.

- The candidate signs the letter to the Authority empowering Cogent to carry out all the relevant checks. In turn, Cogent carries out the verification process.
- What are the Criteria of Background Checks? The coverage of each and every check depends on the criteria’s decided at the time of signing the contractual obligation.

Also, it is not necessary for all the checks to be done to the candidates. It varies on the Clients requirement, the industry it pertains to, candidate’s profile, nature of work etc.



OUR INTERVIEW PROCESS

Cogent conducts detailed telephone interviews with prospective candidates to gain a full understanding of their skills, experiences and aspirations; if they match client’s requirements we will fully brief them about the role, client and project. Cogent presents pre-screened candidates to client in the format which the client chooses, which can be through online Applicant Tracking System (ATS) or emailed in a certain format. Referring to the previous point, we never submit the resume of an applicant who has not been briefed about the role, client and project. Once client reviews the profiles submitted and selects the candidates, Cogent coordinates the interview process for client. It includes but not limited to arranging telephone/skype, in-person interviews and facilitating remote technical assessment where required. If required, we can also host interviews at our office in Pittsburgh, PA and Dallas, TX. Cogent also proactively coordinate the process of collecting and disseminating post-interview feedback from both candidates and interviewers.

Once we receive green flag from the client we perform multiple other checks as requested by the client, which may include but not limited to E-verification, Drug Test, Finger Printing and Background Verification (i.e. SSN validation, federal criminal,

criminal felony & misdemeanor, employee credit, national Sex offender registry & Widescreen Plus). If a candidate has an alias name, we conduct the other 3 checks again under the alias name. We also conduct illegal substance testing in the US for all confirmed candidates.

OUR ONBOARDING PROCESS

Once the negotiation phase is over, we move on with the candidate on boarding process. This involves all the necessary documentation and steps involved in preparing the candidate to commence work as well as ensuring that they assimilate well into the client premises on the first day and beyond. On boarding documentation which we take care of are Letter of Offer, Tax File Declaration Form, employee superannuation form etc.

When a new staff joins the project, the Account Manager provides an orientation to the project. The orientation discusses the following topics:

<ul style="list-style-type: none"> • Background of the project. • Specific job duties and expectations. • Overview of the facility and infrastructure. • Review of confidentiality and conflict of interest. 	<ul style="list-style-type: none"> • Status of the project. • Introduction to the staff and consultants. • Project processes overview, including time reporting, attendance, and status meetings.
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HOW WE ATTRACT AND RETAIN TOP TALENT

- **Stabilize (The Foundation).** We remain an employer of choice by consistently presenting Cogent’s brand values, ensuring we have leading-edge HR management in place, and maintaining a well-defined diversity policy.
- **Mobilize (High-Performance Workplace).** Cogent provides a competitive compensation and benefits package. Our salary data is constantly updated based on industry surveys and U.S. Department of Labor Wage Reports. Our flexible health benefits allow our employees to choose from a variety of plans to meet the needs of their family. Our family-friendly policies and programs help balance their personal and professional lives.
- **Train (Educate to Grow).** Cogent has its own Learning and Development department where we provide training to both the existing and new employees. These employees are periodically trained and upskilled as per the project requirements. We also have a practice of redeploying high-quality candidates that have successfully completed the projects with our other clients. Energize (Best Place to Work). We strive to energize ourselves by promoting a healthy work-life balance program through flexible work arrangements, periodic surveys, annual employee satisfaction surveys, and recognition programs, including pay for performance and on the spot awards. We provide all employees with tools, resources, and a supportive environment.
- **Professional Growth.** Each employee’s professional growth is important, not only to the employee, but also to our team and the TIPS. An employee who is encouraged to develop professionally is more skilled, innovative, and fulfilled, and less likely to leave employment. It is very important to keep technical staff skills up to date. We will establish a training program for the staff on this contract. We also encourage our staff to keep their certifications current, as technologies make version changes rapidly.

TIMELINE OF PROVIDING SERVICES

TASKS	TIMEFRAME
Acknowledgement and clarification of request	1-6 Hours
Preparing job descriptions/Need Analysis	6-24 Hours
Advertising on Job Portlas	24 - 48 Hours
Contacting candidates/initial screening	Within 2 working days of notification (This includes time for advertising and initial screening)
Background Checks	Within 3 working days of notification
Resume Shortlisting	Within 3 working days of notification
Scheduling candidate interview	Within 4 working days of notification
Final Onboarding	Within 6 working days of notification
Onboarding of pre-screened bench candidates	Within 2-3 working days

OUR SURGE SUPPORT POLICY

Cogent is aware that unforeseen requirements and/or surge requirements can meet the TIPS’s temporary staffing services needs and is fully competent to meet the requirements. We will provide a detailed analysis to the TIPS for any surge requirements, along with the schedule, and cost impact. Cogent utilizes the following approaches to meet surge or unplanned staffing needs; cross training, reach-back from local contracts, and new short-term hires. If our existing staff cannot handle surges, we use the staff from our other Commercial, State & Federal contracts to handle the surge or bring in additional staff. As part of our overall staffing plan, we maintain a “Surge Team” comprised of a roster of pre-identified qualified employees with the ability to quickly transfer to this effort. We also maintain a pool of pre-screened outside resources such as consultants. We will leverage our pre-identified surge teams within proximity to this contract locations utilizing our presence in 50 states.

OUR PROCESS FOR RESOURCE REPLACEMENT

In case there is a turnover, Cogent will follow the below mentioned process to manage transition of deliverables and to ensure project timeline is not hampered with. We will provide replacement for turnover vacancies to maintain the project momentum. Staff vacancies are addressed through the normal hiring process. The project office works to advertise positions and perform interviews. Staff may also be replaced by redirecting resources from within or outside of the project, or their workload may be absorbed by other staff. Consultant staff will be replaced in accordance with the procedures of their SOW. Resumes for proposed replacements will be submitted for approval. Replacement staff will meet the minimum qualifications for the position and generally are subject to an interview in addition to a review of their resume and qualifications. Prior work references will be checked. Where possible, the replacement staff will begin work prior to the original staff departure to ensure appropriate transition of responsibilities and knowledge. At a minimum, job shadowing is performed for at least one week before staff transition of the project.

OUR OPERATIONAL FORMULA TO ENSURE STAFF AVAILABILITY

We at Cogent, have effectively managed our clients’ fluctuating needs of resource for past decade and have successfully satisfied their requisitions. We also understand the possibility of turnover and thus have designed a process to ensure that adequate skilled staff is available to our clients throughout the contract term. We understand recruiting sufficient human resources for seasonal busy periods is challenging but we have various strategies to achieve success in between flexible requisitions.

- We use various channels for sourcing and have a large number of applicants/ pre-screened candidates. We also use various universities and local colleges as sources for seasonal staff that ensures we fill all gaps in our organization when unexpected demands arise especially for back -office tasks and process roles.
- We have great work environment & attractive referral program and we also use our website and well promoted social media to reach our target candidate pool. This transition realizes better quality of hires and significantly reduced recruitment costs and time to hire.
- We allocate resources for early on boarding and adequate training. We use hired employees that have worked for us before and have list of seasonal workers on-call who are willing to come back in subsequent years. This gives our company plenty of time to on board staff before the busy time arrives.
- We also provide incentives to existing staff to train incoming temporary staff. By seeking the input of existing staff with respect to the type of staff to hire and plan training sessions to avoid feelings of insecurity assessment. We also have referral schemes for additional temporary staff.

HOW WE ENSURE QUALITY OF SERVICES

Cogent has developed a quality assurance/customer satisfaction policy in place to ensure that all the services provided are compliant with the terms and conditions of the TIPS and are of high quality. Provided below is the description of work performed by Cogent that will suit the TIPS’s requirement best.

We believe that quality of hire is the topmost performance KPI. Because it is what makes the recruiting process worthwhile. We use below mentioned metrics to check the quality of the temporary staff.

To check quality of a hire	Time-to-productivity	Retention Rate	Hiring Manager Satisfaction Rating
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Cogent’s commitment to Total Quality Management ensures that our clients receive the highest level of value-added service. From our adherence to leading quality standards to our use of quality control processes for technical testing, reference and

background checks, and consultant training, Cogent has demonstrated a dedication to excellence that has enabled us to significantly enhance the value proposition that we offer our clients.

We follow below mentioned process:

Our dedicated account team will be in contact with the temporary staff on a regular basis. For the first three (3) months, we will schedule monthly meetings for the respective consultants with the Account Manager and the TIPS. After this period, the account team will schedule a meeting after every two (2) months. Below is an in-details description of each meeting.

1. **Meeting I - At 1 month completion** - We schedule this meeting with contract coordinator, or assigned client's contact to evaluate our consultant's performance and discuss about challenges faced, key achievements, required trainings to accomplish upcoming stages of the project and other required support to deliver the required services.
2. **Meeting II - At 2 months completion** - We schedule this meeting to know whether we can efficiently and effectively deliver the pre-defined deliverables as per the timeline. Or are we on the right track to deliver the pre-defined deliverables as per the timeline?
3. **Meeting III - At 3 months completion** - We schedule this meeting to discuss our consultant's performance and project status. We also discuss challenges faced, key achievements, required training to accomplish upcoming stages of the project and other required support to deliver the required services. Also, we request the project officer supervising the consultant to fill out the performance evaluation sheet below.

 cogent infotech		PERFORMANCE EVALUATION OF INDIVIDUAL CONSULTANT					
CONSULTANT INFORMATION							
Name of Consultant:			Date of Birth:				
PROJECT INFORMATION							
Project Name:		Contract No:		Position:			
Period:		Duration:		Division/Office:			
CRITERIA							
		RATING				COMMENTS	
		E	S	GS	US		NA
Practical knowledge of and experience in the field concerned							
Ability to adapt knowledge and experience to assigned tasks							
Initiative							
Productivity							
Ability to work with others							
Adherence to clients working regulations							
Quality of work completed							
OVERALL PERFORMANCE							
Evaluated By:		Signature:		Date:		Action Recommended:	
GLOSSARY							
E: Excellent		S: Satisfactory		GS: Generally Satisfactory		US: Unsatisfactory	
NA: Not Applicable							

Further, below specified are our performance evaluation criteria which is discussed with the project officer supervising the temporary staff:

1. **Practical knowledge of and experience in the field concerned**
Did the consultant demonstrate practical knowledge and experience in the claimed areas of expertise? Were gaps apparent in the consultant's knowledge or did the consultant lack experience in one or more areas? Did the consultant demonstrate a professional appreciation of the problems that arose?
2. **Ability to adapt knowledge and experience to assigned tasks**
Did the consultant thoroughly investigate, understand, analyses, and report on all the aspects of the assignment? Were the client staff involved confident that the consultant would competently complete the assignment?
3. **Initiative**
Did the consultant propose any sound innovations? Was the consultant's method of searching for data practical? Did the consultant need more or less assistance than usual with the arrangements?
4. **Productivity**

Did the consultant complete all the tasks in the terms of reference? Were the consultant's tables, calculations, and other written outputs complete?

5. Ability to work with others

Did the consultant maintain cordial relations with client staff and counterpart officials? While on mission, did the consultant work cooperatively with the group? Did the consultant respect the local culture?

6. Adherence to Cogent's and TIPS's working regulations

Did the consultant work within TIPS and COGENT's normal procedures and regulations?

7. Quality of work completed

Assess whether the quality of the consultant's outputs was fully satisfactory. Was the consultant's report or contribution to the team's report well organized, clearly, and simply written, without jargon? Did the consultant present his or her conclusions logically and convincingly, with adequate references? Were the consultant's inputs and outputs complete, covering all the requirements in the terms of reference? Did the consultant's report cover all the issues raised?

We keep note of each meeting and use the latest CRM (Customer Relationship Management) tools to document related information. This information is archived on Cogent's servers on a regular basis. This information is available to the firm's senior management, ensuring visibility at the highest level. This strategy has resulted in client retention, repeat business and client satisfaction to the highest levels. Apart from this, we have score cards for various timeframes.

Cogent tracks several metrics to track the service performance. Although, below provided are the details regarding our top 5 metrics:

- 1. Time - to - Fill:** Time to fill is a super useful metric for measuring the speed and efficiency of our recruiters. A poor time - to - fill rate suggests potential serious operational efficiencies that could be costing our firm money.
- 2. Candidate Satisfaction:** From our point of view candidate satisfaction isn't about measuring the results. We use data in our ATS (JobDiva) to proactively make changes to our process and ensure a higher rate of satisfied candidates.
- 3. Ratios:** These ratios are not a single metric, but a whole category of metrics. This is critical for us because a candidate placement is a result of a long chain of actions. If any of the links are weak, it severely impacts the result. Ratios allow us to analyze every stage of the process to determine any potential inefficiency.
Below provided are the five metrics which represent various fundamental stages in a candidate placement. We track the relationship between each metric to discover if there's a usual drop – off between any two stages.
 - Client Submission Count
 - Internal Submission Count
 - Job Count
 - Interview Count
 - Placement Count
- 4. Recruitment and Retention:** Hiring new employees costs money. Therefore, we focus on retaining our existing employees by reducing the turnover and finding opportunities to improve efficiency to avoid replacing outbound employees.
- 5. Client Service Metrics:** This part covers how we will measure client satisfaction. Below provided are our methods which help to measure as well as identify to what level our client is satisfied with our services.

Our compliance team will overlook and ensure that all the work performed is compliant with the terms and conditions and clauses of this proposal.

BENEFITS WE PROVIDE TO OUR CANDIDATES

Cogent provides several benefits to its temporary employees to ensure that we retain highly qualified talent and attract skilled candidates too. Provided below is a list of benefits that we provide to our candidates.

Mandatory Benefits	<ul style="list-style-type: none"> • Mandatory Sick Leave as per the Federal, State Law & City Law. • Other Benefits that are available for all employees and they can opt for some or all as per their requirements.
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Benefits Options	<ul style="list-style-type: none"> • Medical (Plan Options) – Highmark • PPO Blue Sharing \$5,000 (✓ Plans include prescription drug coverage) • Dental – Guardian • Vision – Vision Benefits of America (VBA) <p style="text-align: center;"><i>The above is available to the employee and their immediate dependents</i></p>
Additional benefits provided by Cogent	<ul style="list-style-type: none"> • Vacation and Sick (PTO) combined for 96 hours. • Paid Federal Holidays • Term Life Insurance for employee sponsored by the company. • Flexible Spending Account (FSA) • 401 (K) through John Hancock Retirement • ADP Payroll Self Service Administration • Monthly services discount coupons for eligible purchases through ADP marketplace. • Other perks

TYPES OF STAFFING JOB ROLES THAT WE FILL

COGENT is specialized in providing qualified professionals associated with various Information Technology (Cloud Computing, Computer Network, Computer Support, Database Administration, Information Technology Analysis, Information Security, Software/Application Development, Web Development, Project Management, Business Analysis etc.) and Non-IT (Administrative & Clerical, Accounting & Finance, Human Resource, Industrial Workers, Professionals, Legal and Marketing) categories. Below provided table depicts the types of positions we fill clustered according to the categories specified above.

INFORMATION TECHNOLOGY	
Cloud Computing	<ul style="list-style-type: none"> • Cloud Architect • Cloud Consultant • Cloud System Administrator • Cloud Software and Network Engineer • Cloud Services Developer • Cloud System Engineer
Computer Network	<ul style="list-style-type: none"> • Computer Network Architect • Computer Systems Analyst • IT Coordinator • Network Administrator • Network Engineer • Network Systems Administrator • Senior Network System Administrator • Computer and Information Research Scientist • Computer Systems Manager • IT Analyst • Network Architect • Telecommunications Specialist • Senior Network Architect • Senior Network Engineer • Network and Computer Systems Administrator • Computer and Information Systems Manager
Computer Support	<ul style="list-style-type: none"> • Customer Support Administrator • Customer Support Specialist • Desktop Support Manager • Desktop Support Specialist • Help Desk Specialist • Help Desk Technician • Systems Administrator • Technical Specialist • IT Support Manager • IT Support Specialist • IT Systems Administrator • Senior Support Specialist • Senior System Administrator • Support Specialist • Technical Support Engineer • Technical Support Specialist
Database Administration	<ul style="list-style-type: none"> • Data Centre Support Specialist • Data Quality Manager • Database Administrator • Senior Database Administrator • Application Support Analyst • Systems Analyst

Information Technology Analysis	<ul style="list-style-type: none"> Senior System Analyst 	<ul style="list-style-type: none"> Systems Designer
Information Security	<ul style="list-style-type: none"> Information Security Security Specialist 	<ul style="list-style-type: none"> Senior Security Specialist
Software/Application Development	<ul style="list-style-type: none"> Application Developer Applications Engineer Associate Developer Computer Programmer Developer Java Developer Junior Software Engineer .NET Developer Programmer Programmer Analyst System Architect Software Quality Assurance Analyst 	<ul style="list-style-type: none"> Senior Applications Engineer Senior Programmer Senior Programmer Analyst Senior Software Engineer Senior System Architect Senior System Designer Senior Systems Software Engineer Software Architect Software Developer Software Engineer Systems Software Engineer
Web Development	<ul style="list-style-type: none"> Front End Developer Senior Web Administrator Web Developer 	<ul style="list-style-type: none"> Senior Web Developer Web Administrator Webmaster
Project Management	<ul style="list-style-type: none"> Project Administrator Project Support Officer Project Leader Program Manager 	<ul style="list-style-type: none"> Project Planner Project Coordinator Project Manager Project Portfolio Manager
Business Analysis	<ul style="list-style-type: none"> BI Analyst Business Analyst Business Architect Business Systems Analyst Business Value Manager Enterprise Analyst Enterprise Architect IT Business Analyst 	<ul style="list-style-type: none"> Market Research Analyst Requirements Engineer Research Analyst Solution Architect Systems Analyst Technical Analyst Enterprise Business Analyst Market Analyst
Quality Assurance	<ul style="list-style-type: none"> Quality Assurance Manager Quality Assurance Analyst Quality Assurance Consultant 	<ul style="list-style-type: none"> Quality Assurance Engineer Quality Assurance Tester
ADMINISTRATIVE & CLERICAL		
Administrative Assistants and Secretaries	<ul style="list-style-type: none"> Administrative Assistant Administrative Coordinator Administrative Director Administrative Manager Administrator Secretary Executive Assistant Executive Services Administrator 	<ul style="list-style-type: none"> Administrative Services Manager Administrative Services Officer Administrative Specialist Administrative Support Manager Legal Secretary Medical Secretary Program Administrator Program Manager
General Office Clerk	<ul style="list-style-type: none"> Billing Clerk Contract Administrator File Clerk General Office Clerk 	<ul style="list-style-type: none"> Office Clerk Staff Assistant Typist Word Processor

Information Clerk	<ul style="list-style-type: none"> Data Entry Information Clerk Records Management Analyst 	<ul style="list-style-type: none"> Support Assistant Support Specialist
Material Recording Clerks	<ul style="list-style-type: none"> Facility Manager Material Recording Clerk 	<ul style="list-style-type: none"> Senior Coordinator
Receptionists	<ul style="list-style-type: none"> Client Relations Manager Office Assistant Receptionist 	<ul style="list-style-type: none"> Virtual Assistant Virtual Receptionist
OPERATIONS AND MAINTENANCE		
Light Industrial	<ul style="list-style-type: none"> Assembler CNC Operator Electronic Assembler Electronic Technician Forklift Operator Inventory Clerk Loader/Unloader Machine Assembler Machine Operator 	<ul style="list-style-type: none"> Material Handler Medical Assembler Order Selector Production Operator Quality Control Inspector Quality Control Technician Quality Control Tester Test Technician Transportation Clerk
Heavy Industrial	<ul style="list-style-type: none"> Audio Visual Technician Boiler Makers CDLA & Drivers Combo Welders Construction Managers Electricians Electronics Technician Field Service Electricians Field Technicians Fire Life Safety Installers Firewatchers 	<ul style="list-style-type: none"> I & E Technicians Instrumentation Fitters Labourer's Low Voltage Technician Mechanical Oil & Gas Workers Pipe Coverers Pipe Fitters Pipe Insulators Pipe Welders Project Managers
PROFESSIONAL		
<ul style="list-style-type: none"> Asset Coordinator Asset Manager Assistant Facility Manager Auto CAD Draftsman Contract Administrator Contract Specialist Design Draftsman Enterprise Facility Manager Field Service Engineer Human Resource Assistant Human Resource Coordinator 	<ul style="list-style-type: none"> Human Resource Executive Human Resource Manager Human Resource Specialist Inventory Management Specialist Junior Engineer Logistics Analyst Logistics Coordinator Logistics Manager Logistics Specialist Logistics Supervisor Paralegal Assistant 	<ul style="list-style-type: none"> Paralegal Manager Procurement Analyst Procurement Manager Procurement Specialist Project Accountant Project Analyst Project Assistant Project Coordinator Project Engineer Project Manager Sales Engineer
ACCOUNTING AND FINANCE		
<ul style="list-style-type: none"> Accountant Accounting Clerk Finance Manager Accounting Manager Accounting Supervisor Accounts Supervisor Financial Analyst Tax Accountant 	<ul style="list-style-type: none"> Auditor Bookkeeper Budget Analyst Budget Manager Certified Public Accountant Compliance Auditor Grants and Contracts Assistant Grants and Contracts Specialist 	<ul style="list-style-type: none"> Comptroller Controller Corporate Accountant Cost Accountant Credit Analyst Payroll Manager Tax Specialist Senior Budget Analyst

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| <ul style="list-style-type: none"> • Financial Assurance Specialist • Environmental Auditor | <ul style="list-style-type: none"> • Contracts and Financial Compliance Manager • Staff Accountant | <ul style="list-style-type: none"> • Senior Cash Management Analyst • Senior Financial Analyst |
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SUPERVISORY/MANAGEMENT

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| <ul style="list-style-type: none"> • Assembly Supervisor • Building and Grounds Supervisor • Building Maintenance Manager • Builder Operations Manager • Campus Maintenance Manager • Clinical Facilities Planning Manager • Custodial Manager • District Technical Service Manager • Electrical Superintendent • Estimating Manager • Facilities Director • Facilities Management Executive • Facility Manager | <ul style="list-style-type: none"> • Facilities Planner • Facilities Supervisor • Field Operations Executive • Field Operator • Field Service Coordinator • Floor Technician • Head of Housekeeping • Housekeeping Manager • Housekeeping Supervisor • Installation & Maintenance Executive • Installation & Maintenance Technician Director • Lawn Service Manager • Maintenance and Service Manager |
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We have provided the entire list and rate card in PRICING SHEET 2 for all the staffing positions that we can fulfill for TIPS, along with cost for any other related staffing services like, Permanent Hire, Payrolling, Temp-to-perm conversion services.

**FOR ANY DOUBTS REGARDING OUR RATE CARD REACH OUT TO
Mr. Justin Acord, Executive Vice President, via phone at (412) 889-7700, or via email at
justin.acord@cogentinfo.com**