

REQUEST FOR PROPOSAL

STAFFING SERVICES AND RELATED SOLUTIONS

RFP 12-20

PROPOSAL

PROPOSED TO:



Region 14 Education Services Center
1850 TX-351
Abilene, TX 79601

PROPOSED BY:



COGENT INFOTECH CORPORATION

1425 Greenway Drive, Suite 340, Irving, TX 75038

☎ 412-889-7700 | 🖨 (412) 774-1515 | ✉ Govt-Bids@cogentinfo.com

DUE DATE: JUNE 16, 2020 | 02:00 PM CST

TABLE OF CONTENT

TAB 1 - MASTER AGREEMENT / SIGNATURE FORM	3
TAB 2 - NCPA ADMINISTRATION AGREEMENT	11
TAB 3 - VENDOR QUESTIONNAIRE	14
TAB 4 - VENDOR PROFILE	17
TAB 5 - PRODUCTS AND SERVICES / SCOPE.....	34
TAB 6 - REFERENCES	72
TAB 7 - PRICING.....	74
TAB 8 - VALUE ADDED PRODUCTS AND SERVICES.....	75
TAB 9 - REQUIRED DOCUMENTS	79
➤ CLEAN AIR AND WATER ACT & DEBARMENT NOTICE	79
➤ CONTRACTOR REQUIREMENTS	80
➤ ANTITRUST CERTIFICATION STATEMENTS	81
➤ REQUIRED CLAUSES FOR FEDERAL FUNDS CERTIFICATIONS	82
➤ REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA	85
➤ STATE NOTICE ADDENDUM	89

TAB 1 - MASTER AGREEMENT / SIGNATURE FORM

Tab 1 – Master Agreement General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- ◆ Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- ◆ Legal Obligations
 - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
 - Any protest review and action shall be considered final with no further formalities being considered.

- ◆ Force Majeure
 - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
 - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ **Contract Administration**
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ **Contract Term**
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ **Contract Waiver**
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ **Products and Services additions**
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ **Competitive Range**
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ **Deviations and Exceptions**
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ **Estimated Quantities**
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$1 - \$2 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

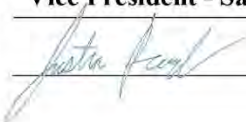
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

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

Prices are guaranteed: **120 days**

Company name	COGENT Infotech Corporation
Address	1425 Greenway Drive, Suite 340
City/State/Zip	Irving, TX 75038
Telephone No.	(412) 889-7700
Fax No.	(412) 774-1515
Email address	Govt-Bids@cogentinfo.com
Printed name	Justin Acord
Position with company	Vice President - Sales
Authorized signature	

TAB 2 - NCPA ADMINISTRATION AGREEMENT

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of July 1, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and COGENT Infotech Corporation (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated July 1, 2020, referenced as Contract Number 11-43, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Staffing Services and Related Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

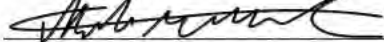
National Cooperative Purchasing Alliance:

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273

Houston, TX 77270

Signature: 

Date: July 1, 2020

Vendor:

COGENT Infotech Corporation

Name: Justin Acord

Title: Vice President - Sales

Address: 1425 Greenway Drive, Suite 340

Irving, TX 75038

Signature: 

Date: 06/10/2020

TAB 3 - VENDOR QUESTIONNAIRE

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

◆ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
- **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of Pittsburgh, State of PA

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

- A publically held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

➤ Which best describes your company's position in the distribution channel:

- | | |
|---|---|
| <input type="checkbox"/> Manufacturer Direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized Distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-added reseller | <input checked="" type="checkbox"/> Other: <u>Consulting Firm</u> |

◆ **Processing Information**

➤ Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Justin Acord

Title: Vice President - Sales

Company: COGENT Infotech Corporation

Address: 1425 Greenway Drive, Suite 340

City: Irving State: TX Zip: 75038

Phone: (412) 889-7700 Email: Govt-Bids@cogentinfo.com

- Purchase Orders

Contact Person: Justin Acord

Title: Vice President - Sales

Company: COGENT Infotech Corporation

Address: 1425 Greenway Drive, Suite 340

City: Irving State: TX Zip: 75038

Phone: (412) 889-7700 Email: Govt-Bids@cogentinfo.com

- Sales and Marketing

Contact Person: Justin Acord

Title: Vice President - Sales

Company: COGENT Infotech Corporation

Address: 1425 Greenway Drive, Suite 340

City: Irving State: TX Zip: 75038

Phone: (412) 889-7700 Email: Govt-Bids@cogentinfo.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions. N/A

Yes No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

- Vendor will provide additional discounts for purchase of a guaranteed quantity. N/A

Yes No

TAB 4 - VENDOR PROFILE

Company's official registered name.

COGENT Infotech Corporation.

Brief history of your company, including the year it was established.

BRIEF PROFILE

Incorporated in 2003, COGENT is a national, award winning Consulting Firm with extensive experience providing Consulting Services to the public sector. COGENT thrives on long-term ethical relationships with its clients, employees and stakeholders. We have a strong emphasis on the delivery of optimum services and solutions to our clients.

COGENT has 16+ years of experience successfully providing similar professional search services to several State Government clients including but not limited to the State of Texas, Florida, Georgia, New York, New Jersey, Virginia, Pennsylvania, Colorado, and Oregon.

COGENT is a certified Minority Owned Business (MBE) as recognized by the National Minority Supplier Development Council (NMSDC) and Dallas Fort Worth Minority Supplier Development Council (DFWMSDC). COGENT is among the fastest growing firms in the United States and brings strong credentials and qualifications to deliver services sought by this solicitation.

In 2018, COGENT was awarded the "IT Consulting Company of The Year" and our CEO and Founder, Manu Mehta, was awarded the "BEST CEO" award by "The CEO Magazine". In 2009, the Pittsburgh Business Times voted COGENT as one of the TOP 100 Fastest Growing Companies. In 2007 & 2009, COGENT was nominated to the prestigious TECH 50 Awards (Hosted by The Pittsburgh Technology Council (PTC), honors technology companies that excel in various categories) as one of the Finalists in the Service Provider category. Recently, COGENT was selected as one of the Top 100 Privately held businesses in The Commonwealth of Pennsylvania by DiversityBusiness.com

PRINCIPAL OWNERS

MANU MEHTA - PRESIDENT



Mr. Manu Mehta (Founder, President) brings twenty-five (25+) years of progressive techno commercial experience in the Information Technology industry. He is committed to transitioning COGENT into a leading Information Technology firm. Manu has held various leadership positions in technology, sales, strategy and general management throughout his career. He holds a bachelor's degree in Mathematics and a master's degree in Computers. In the year 2018, Manu, was awarded the "BEST CEO" award by "The CEO Magazine".

NANDAN BANERJEE - CEO



Mr. Nandan Banerjee is the CEO & co-founder and holds over twenty (20+) years of experience in the Information Technology industry in both advisory and operational roles. His visionary leadership and can-do attitude are propelling COGENT into a fast growing, premier IT services provide. In his role as CEO, Nandan has full responsibility for COGENT's global delivery, client servicing, process initiatives and general management. Nandan has held various management and operational positions throughout his career. He has worked in various roles managing global resourcing and strategic supply chain relationships with diverse companies. He holds a master's degree in Electronics from University of Bombay, and a degree in Business Management.

OUR MISSION & VISION

To build honest, long-term relationships with our clients, employees and shareholders and improve the communities in which we live and work. To become the global, premier provider of digital solutions by weaving our client's technology and business needs with our consulting, solutions and staffing capabilities.

GENERAL DATA

Company Name	COGENT Infotech Corporation
Ownership Structure	Corporation
State of Incorporation	Commonwealth of Pennsylvania
Date of Incorporation	06/10/2003
Total number of employees	165
Certifications	MBE certified from National Minority Supplier Development Council (NMSDC)
	MBE certified from Dallas Fort Worth Minority Supplier Development Council (DFWMSDC)
	MBE certified from Empire State Development's Division of Minority and Women's Business Development, NY
	Small Women and Minority (SWaM) certified from Virginia Department of Minority Business Enterprise
	Oracle Gold Certified Partner (Oracle Partner Network Company ID - 3-8673756282)

INDUSTRIES SERVED

For over 16+ years, we have extensively worked and consistently met the needs of several demanding market verticals including but not limited to:

INDUSTRIES		
<ul style="list-style-type: none"> Information Technology Federal Government Education Finance Insurance Transportation 	<ul style="list-style-type: none"> State and Local Government Non-profit Utilities Pharmaceutical Healthcare Retails 	<ul style="list-style-type: none"> Automotive Legal Manufacturing Telecommunication Banks

OUR CORE COMPETENCIES

COGENT is specialized in providing mentioned services.

CONTINGENT WORKFORCE SOLUTIONS	SOFTWARE ENGINEERING
<ul style="list-style-type: none"> Temporary Staffing Permanent Staffing Temp-to-perm Staffing 	<ul style="list-style-type: none"> Develop custom applications using existing & emerging technologies that meet client's business.
UNIQUE SERVICES OFFERING	
SOCIAL LISTENING <ul style="list-style-type: none"> Customer Sentiment Analytics Customer Personality Insights Customer Persona Social Reputation Score Product Innovation Brand Health 	<ul style="list-style-type: none"> Website Development Brand Strategy Data Analytics Public Relations Content Marketing SEO/SEM/SMM Reputation Management

OUR IT AND NON-IT SERVICE OFFERINGS

COGENT is specialized in providing temporary labor services 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 	<ul style="list-style-type: none"> • Cloud Product and Project Manager • 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 	<ul style="list-style-type: none"> • 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 	<ul style="list-style-type: none"> • 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 	<ul style="list-style-type: none"> • Database Administrator • Senior Database Administrator
Information Technology Analysis	<ul style="list-style-type: none"> • Application Support Analyst • Senior System Analyst 	<ul style="list-style-type: none"> • Systems Analyst • 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 	<ul style="list-style-type: none"> • Senior Applications Engineer • Senior Programmer • Senior Programmer Analyst • Senior Software Engineer

	<ul style="list-style-type: none"> • Developer • Java Developer • Junior Software Engineer • .NET Developer • Programmer • Programmer Analyst • System Architect • Software Quality Assurance Analyst 	<ul style="list-style-type: none"> • 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

- Administrative Assistant
- Administrative Coordinator
- Administrative Director
- Administrative Manager
- Administrator
- Secretary
- Executive Assistant
- Executive Services Administrator
- Administrative Services Manager
- Administrative Services Officer
- Administrative Specialist
- Administrative Support Manager
- Legal Secretary
- Medical Secretary
- Program Administrator
- Program Manager

General Office Clerk

- Billing Clerk
- Contract Administrator
- File Clerk
- General Office Clerk
- Office Clerk
- Staff Assistant
- Typist
- Word Processor

Information Clerk

- Data Entry
- Information Clerk
- Records Management Analyst
- Support Assistant
- Support Specialist

Material Recording Clerks

- Facility Manager
- Material Recording Clerk
- Senior Coordinator

Receptionists

- Client Relations Manager
- Office Assistant
- Receptionist
- Virtual Assistant
- Virtual Receptionist

SUPERVISORY/MANAGEMENT

- 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
- 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

OPERATIONS AND MAINTENANCE
Light Industrial

- Assembler
- CNC Operator
- Electronic Assembler
- Electronic Technician
- Material Handler
- Medical Assembler
- Order Selector
- Production Operator

	<ul style="list-style-type: none"> • Forklift Operator • Inventory Clerk • Loader/Unloader • Machine Assembler • Machine Operator 	<ul style="list-style-type: none"> • 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 • General Labourer's • Hole Watchers • Field Service Electronics Technicians 	<ul style="list-style-type: none"> • I & E Technicians • Instrumentation Fitters • Laborer's • Low Voltage Technician • Mechanical • Oil & Gas Workers • Pipe Coverers • Pipe Fitters • Pipe Insulators • Pipe Welders • Project Managers • Safety Personnel • Service Technicians

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

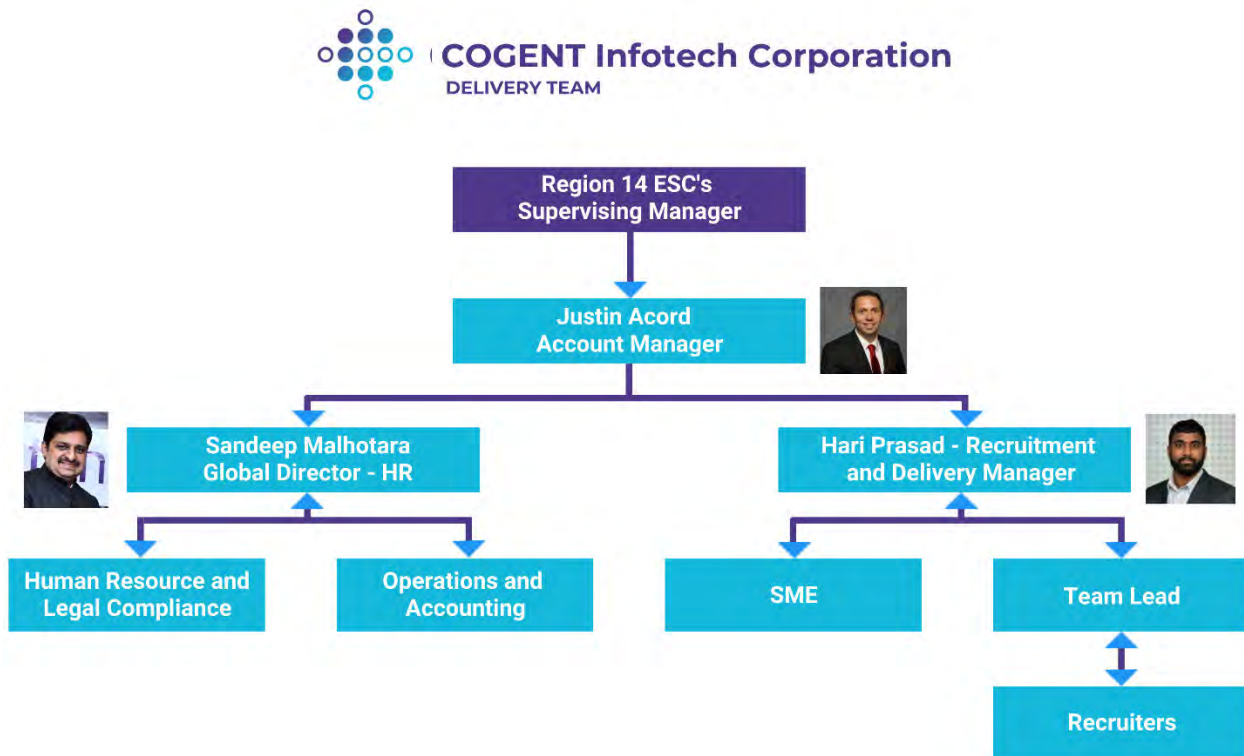
<ul style="list-style-type: none"> • Accountant • Accounting Clerk • Finance Manager • Accounting Manager • Accounting Supervisor • Accounts Supervisor • Financial Analyst • Tax Accountant • Financial Assurance Specialist • Environmental Auditor 	<ul style="list-style-type: none"> • Auditor • Bookkeeper • Budget Analyst • Budget Manager • Certified Public Accountant • Compliance Auditor • Grants and Contracts Assistant • Grants and Contracts Specialist • Contracts and Financial Compliance Manager • Staff Accountant 	<ul style="list-style-type: none"> • Comptroller • Controller • Corporate Accountant • Cost Accountant • Credit Analyst • Payroll Manager • Tax Specialist • Senior Budget Analyst • Senior Cash Management Analyst • Senior Financial Analyst
---	---	--

Company's Dun & Bradstreet (D&B) number.

14-193-8386

Company's organizational chart of those individuals that would be involved in the contract.

COGENT'S ORGANIZATIONAL CHART (CONTRACT SPECIFIC)



OUR DELIVERY TEAM (CONTRACT SPECIFIC)

COGENT's delivery team is a group of experts with years of experience in providing temporary staffing services to various state government and private - sector clients in selection and recruitment of qualified personnel. The team has successfully worked together and has been serving various public-sector clients across the nation since 2009 and hence is quite familiar with the different state's local labor conditions and recruitment practices. We guarantee a full outsourcing service for the entire recruitment process as well as support in recruitment and selection of candidates for employment. Our well-trained staff combines speed and experience to find the best possible talent, in the most demanding niche skill area too.

**OUR KEY PERSONNEL'S
JUSTIN ACORD - VICE PRESIDENT SALES**

Mr. Justin Acord is the Vice President - Sales and possesses over eleven (11) years of experience servicing clients in The Public Sector (federal/state/local). He has successfully managed delivery teams that are responsible for servicing several State contracts - Texas, Florida, Georgia, Oregon, Maine - to name a few. Also, he has managed the delivery team for various other counties educational, transportation sector clients including but not limited to Ramsey County, Hennepin County, School District of Philadelphia, Office of Attorney General, Lower Colorado River Authority - Enterprise Services, Port of Houston, Department of Family & Protective Services, Cancer Prevention Research Institute, Department of Transportation, Department of Health & Human Service Commission, City of Austin, Austin Community College, San Antonio Water System etc. Mr. Acord is part of COGENT management and has authority to act as deemed necessary to resolve issues and ensure overall project success. He will directly supervise the Region 14 Education Service Center's (Region 14 ESC) delivery team and will be available 24x7 for any issue escalation/resolution.

HARI PRASAD - RECRUITMENT/DELIVERY MANAGER

A total 14 Years with 12+ years of experience as a Recruitment Manager & Technical Recruiter in Government, Healthcare, Insurance, Energy, Utilities and IT industry. He possesses immense experience in recruiting for a variety of clients including but not limited to State of TX, State of IN, State of FL, Pinellas County, Harris County, Miami-Dade County, Austin Energy, Xerox, Nike, Barclays, Motorola, T-Mobile, ISO NE, Verizon and The Hartford. Further, he is experienced in serving various counties, educational, transportation sector entities including but not limited State of FL – DOT, UCSF, CA, Miami Dade County, Office of Attorney General, Lower Colorado River Authority - Enterprise Services, Port of Houston, Department of Family & Protective Services, Cancer Prevention Research Institute, Department of Transportation, City of Austin, Austin Community College, San Antonio Water System etc. Mr. Hari Prasad has proven experience in developing and maintaining MIS and relevant database systems for Recruiting. Also, he has executed comprehensive search strategies designed to recruit niche candidates in highly competitive and unique candidate spaces-- including driving a sourcing plan built on key networking and direct sourcing. Further, he has networked and maintained relationships with key candidate communities for long-term opportunities and leveraged social networking and proactive tools to develop and maintain potential candidate pools. All recruiters and sourcing specialists will be working under his supervision.

SANDEEP MALHOTRA - GLOBAL DIRECTOR - HR

With over 20+ years of multinational experience in Human Resource, Talent Management & Development in shared services environment, matrix driven & Complex Organizations in IT/ ITES / Insurance and Gaming sector. Mr. Sandeep Malhotra is a part of COGENT's leadership team, acting as a trusted HR partner to business heads to enhance people focus and build positive work environment. He is a seasoned HR leader with hands-on experience in building organizational capability, developing HR strategy & policies, talent management, employer brand building.

Below provided table depicts the responsibilities of various personnel's of our delivery team.

SR NO.	TITLE	ENTITY NAME	RESPONSIBILITY
1.	Global Director (HR)	Sandeep Malhotra	<ul style="list-style-type: none"> Ensures policies comply with any laws that affect the company Oversees hiring, training and retention practices Oversees employee benefits schemes and implementing changes if necessary Develops a culture that fits the business model for growth Ensures smooth on boarding of employee. Ensures any employee complaints are addressed within the law
2.	COGENT's Account Manager	Justin Acord	<ul style="list-style-type: none"> Serves as the lead point of contact for any matter specific to the client's account. Understands the client's objective alongside COGENT's vision of contract success to analyze the contract's potential and create contract plan/strategy to minimize risks to both COGENT and the client. Establishes and maintains effective lines of communication with the client and facility personnel to ascertain that their needs and requirements are being met as per the contract. Ensures the timely and successful delivery of services according to requirement and objectives.

			<ul style="list-style-type: none"> Consistently seeks new innovations and improvements to the service. Forecasts and tracks key account metrics (e.g. quarterly sales results and annual forecasts) Assists with challenging requests from client or issue escalations as needed.
3.	COGENT's Recruitment & Delivery Manager	Hari Prasad	<ul style="list-style-type: none"> Designs the skill matrix for choosing the candidate. Supervises sourcing specialists, recruiters and reports on their performance. Works closely with recruiters to manage every stage of recruitment & candidate selection, attracting talent, vetting candidates and advises on the best recruitment practices & processes. Keeps track of recruiting metrics (e.g. time-to-hire and cost-per-hire). Expands existing pool of potential resources by networking with other employers and employees within the same industry via social media (e.g. LinkedIn etc.) and by attending conferences, seminars.
4.	Technical Manager/SME	To be determined by COGENT depending upon the nature of requirement	<ul style="list-style-type: none"> Technical professional responsible for ensuring that all professionals submitted to the client are technically qualified to perform the job.
5.	Recruiters	To be determined by COGENT depending upon the nature of requirement	<ul style="list-style-type: none"> Dedicated recruiters whose prime task is to serve the client's requirements. They have prior experience recruiting for public sector entities and are well versed with the various nuances of recruiting for the government. This strategy ensures that COGENT performs successfully even during phases when there is a sudden spike in requirements.

We are confident that the above team will enable successful servicing of the entire requirements of this contract and will propel COGENT to be among the Region 14 ESC's top staff augmentation suppliers.

Corporate office location.

- List the number of sales and services offices for states being bid in solicitation.
- List the names of key contacts at each with title, address, phone and e-mail address.

OFFICE LOCATIONS

Below is the list of our sales and services offices from where we have been successfully providing our staff augmentation services to various public/private sector entities in over 35+ States.

SR NO.	STATE	ADDRESS	TYPE
1.	PA	1035 Boyce Road, Suite 108, Pittsburgh, PA 15241	Headquarters
2.	TX	1425 Greenway Drive, Suite 340, Irving, Texas 75038	Office
3.	VA	701 Cox Road, Suite 285, Glen Allen, VA 23060	Office
4.	FL	1800 NW Corporate Boulevard, Suite 130, Boca Raton, FL 33431	Office

KEY CONTACT

Mr. Justin Acord is the sole point of contact for all our offices mentioned above.

Name	:	Justin Acord
Title	:	Vice President - Sales
Address	:	1425 Greenway Drive, Suite 340, Irving, TX 75038
Phone	:	(412) 889-7700
E-mail Address	:	Govt-Bids@cogentinfo.com

Who is your competition in the marketplace?

Despite its business-size, we have been competing with some of the largest Staffing Firms in the United States since our inception, and we have proved our excellence and efficiency in providing quality services time and time again by scoring ahead of our competitors and providing the same talent at a much lower cost. Though every Staffing Agency is our competitor, some of the notable agencies that come close to coinciding our cost-effective staffing capabilities are ManpowerGroup, Addison Group, Randstad Holding, Adecco, The Judge Group, Rose International, and Robert Half International.

What differentiates your company from competitors?**OUR KEY DIFFERENTIATORS**

Below provided are our key differentiators:

➤ Our People

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

➤ National Reach

Since inception in 2003, COGENT has been continuously providing Staffing Services to both Public-Sector and Commercial clients on a national level. We can recruit the very best talent in the world and bring them to State of TX (or any other State) and keep them in TX (or any other State).

➤ Single Point of Contact

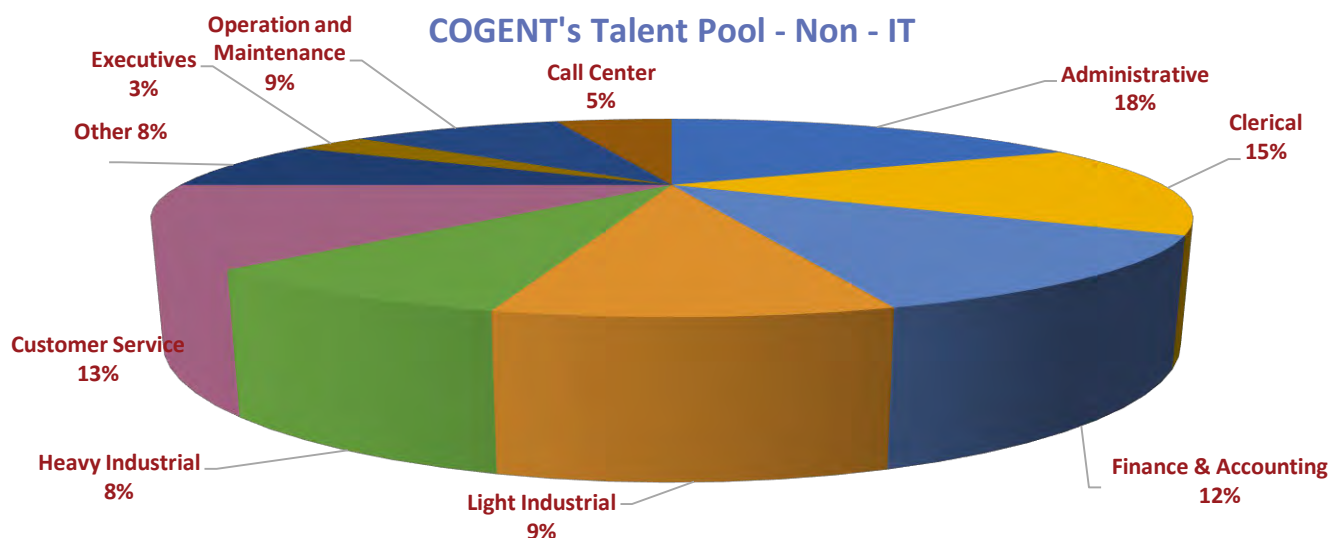
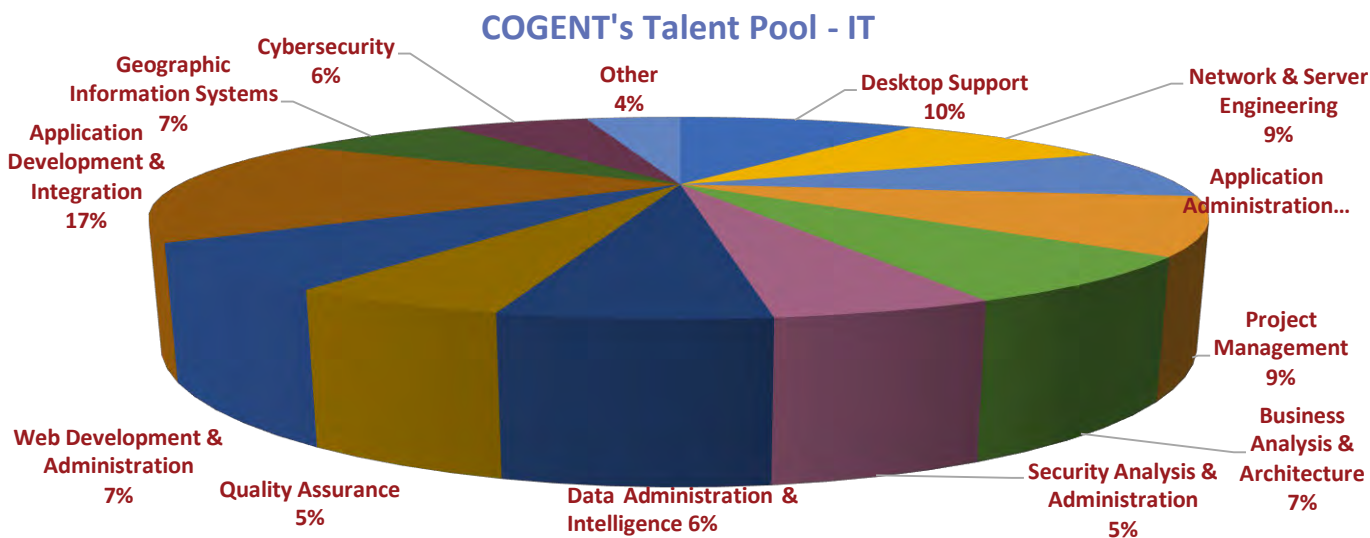
COGENT is not weighed down with excessive levels of management. We maintain a dedicated team of business development professionals who serve as a single point of contact for their respective accounts. This not only ensures continuity, but also reduces the chances of miss-communication and/or confusion about who to contact.

➤ **Current Experience**

COGENT is currently providing Staffing Services to Public Sector entities in 35+ states. 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!

➤ **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 staffing companies. Our ATS currently comprises an ever-growing database of about 1.8 million (65% IT | 35% Non-IT) resumes of highly qualified 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 2.5 million resumes by the end of 2020. This provides us with a competitive edge and ensures quick turnaround ensuring that our clients get the best talent available in the job market at the lowest possible cost. Following chart depicts our database strength broken down into various IT and Non-IT categories we provide our services in.



➤ **Highly Capable Recruiting Team**

COGENT has a highly capable recruiting team comprising over 65 professionals in different capacities (recruiters, sourcing specialists etc.). The team has 16+ years of experience providing Staffing 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 while working with the government.

➤ **Business Size**

COGENT is a recognized Minority Business Enterprise certified by National Minority Supplier Development Council (NMSDC), Dallas Fort Worth Minority Supplier Development Council (DFWMSDC), and Empire State Development (ESD), NY. 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 a level of service the Region 14 ESC deserves.

➤ **Employment Standards**

COGENT is committed being a leader in providing Staffing 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.

➤ **Unique Sourcing Strategy**

COGENT uses cutting edge Artificial Intelligence (AI) and Natural Language Processing (NLP) technology to extract this information from 190 million data sources. This methodology allows us recruit top notch talent in even niche technologies which would be otherwise impossible to recruit if we followed the traditional recruitment approach with LinkedIn and job portals.

➤ **Access to Leading Recruiting Tools**

COGENT invests heavily in leading recruiting tools such as LinkedIn, Monster, Dice, CareerBuilder, Glassdoor, Indeed etc. and thus stays on top of the current recruiting trends and methodologies. COGENT understands that today most, if not all, of the young passive talent is active on social media - Facebook, Twitter, Tumblr, Reddit, Snapchat etc. Our recruiters maintain dedicated accounts on these social media platforms and are constantly looking for any potential hire. This gives us a whole new additional area to source our talent from.

➤ **Subcontractor Network**

COGENT has forged value-based bonds over a period with over 75 staffing companies that are specialized in certain technologies and work as a virtual extension of our recruiting department as and when needed.

➤ **Fortune 500 Companies**

COGENT has successfully completed 1600+ unique temporary staffing engagements for 65 of the Fortune 500 companies.

Describe how your company will market this contract if awarded.

COGENT's marketing scheme of marketing our contract is quite straightforward - Build up the local connections through personal cooperation and back that relationship up on the shoulders of our National assets. We have a dedicated in-house marketing team whose sole purpose is to market our contracts to the potential customers. Our marketing strategy is based on finding 'Who?' and 'What?'. We scan the whole list of agencies who we are eligible to supply our services to and identify 'Who' can be our potential customers. Once we finalize our customers, we reach out every potential customer and to find exactly 'What' their needs are and if we can meet them. We will utilize many means to market this contract, some of the means are as follows:

- **Direct Mail:** We will make use of the NCPA's substantial database and send out emails to potential customers encouraging the NCPA members call our dedicated team.
- **Conferences:** We will be participating in a number of conferences nationwide to market this contract. We will be attending various conferences across the nation to market this contract. And if NCPA organize any contract roll-out conferences, we will attend them too. These endeavors will assist us with concentrating on creating deals and growing our client base.
- **Social Media:** In the present society, the utilization of internet-based life is turning out to be increasingly pervasive. COGENT is committed to growing its quality in online life and has dedicated a team to oversee it. We are on Facebook, Twitter, and LinkedIn. This helps will help us to reach out to a larger base of potential customers.
- **Newsletter:** With the development of our database, we will email a progressing newsletter to all NCPA members. This will incorporate articles about new service offerings, special offerings, and helpful tips. Our newsletter will be good asset whereupon all NCPA members can discover important data identified with their field of work.
- **Collaboration:** We will help make and take part in Marketing Workshops with other vendors. Vendors from different enterprises can figure out how each vendor has been effective advertising their contracts to their clients, which techniques have worked and which ones haven't been as fruitful. The outcomes from such a social event could just reinforce the vendors and NCPA's presentation.
- **Trade Shows:** We will participate in local and national trade shows to market this contract and bring in new customers.
- **Website:** Our state-of-the-art website is loaded with all the important information needed for both our potential customers and consultants. Our website will be one of the most effective means of marketing this contract.

Describe how you intend to introduce NCPA to your company.

We intend to introduce NCPA to our company through a kick-off meeting with our Vice President-Sales, Mr. Justin Acord.

Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

N/A.

Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

We have a well-established Customer Service Department located in Pittsburgh, PA. The Department offers sales support Mon-Fri from 9AM-6PM EST. Besides, Mr. Justin Acord will be available 24x7 for any issue escalation/resolution will be available 24x7 for any issue escalation/resolution.

Green Initiatives

- **As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, and ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.**

As a responsible business, COGENT is committed to minimize the impact it has on the Earth's climate. We believe that improving our understanding of our social and environmental responsibilities is important for sustaining our success as a Consulting Company

COGENT believes that success in corporate social responsibility is being responsible, as well as profitable; taking a responsible approach to climate change and minimizing our impact on the environment and doing all we can to reduce our impact on the environment. To this end, we have implemented the following at our offices:

- **Reducing Paper Work** - Most of COGENT's administrative and clerical work is now done on cloud-based software. For instance, COGENT utilizes ADP Workforce Now for electronic timekeeping and payment.
- **Smart Lighting** - Motion-censored lights control all COGENT offices and common areas. This greatly reduces the electricity consumption on a daily basis by automatically shutting off lights when people are not present.
- **Recycling Programs** - COGENT's offices have implemented full recycling programs. This ranges from paper and plastic recycling.
- **Energy Efficient Equipment** - COGENT actively promotes energy efficient equipment in all its offices. This equipment satisfies the Energy Star requirements and is designated by category.

Vendor Certifications

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

MBE CERTIFICATION - NATIONAL MINORITY SUPPLIER DEVELOPMENT COUNCIL



SBE CERTIFICATION - DALLAS FORT WORTH MINORITY SUPPLIER DEVELOPMENT COUNCIL, TX



MBE CERTIFICATION - DALLAS FORT WORTH MINORITY SUPPLIER DEVELOPMENT COUNCIL, TX

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

May 1, 2020

Manu Mehta
President
Cogent Infotech Corporation
1035 Boyce Rd, Suite 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** 04/15/2020 through 04/30/2021. 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,



Margo J. Posey
President

MBE CERTIFICATION - STATE OF NEW YORK



**NEW YORK STATE
MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")
CERTIFICATION**

Empire State Development's Division of Minority and Women's Business Development grants a

Minority Business Enterprise (MBE)

pursuant to New York State Executive Law, Article 15-A to:

Cogent Infotech Corporation

Certification Awarded on: September 2, 2016
Expiration Date: September 2, 2021
File ID#: 60939



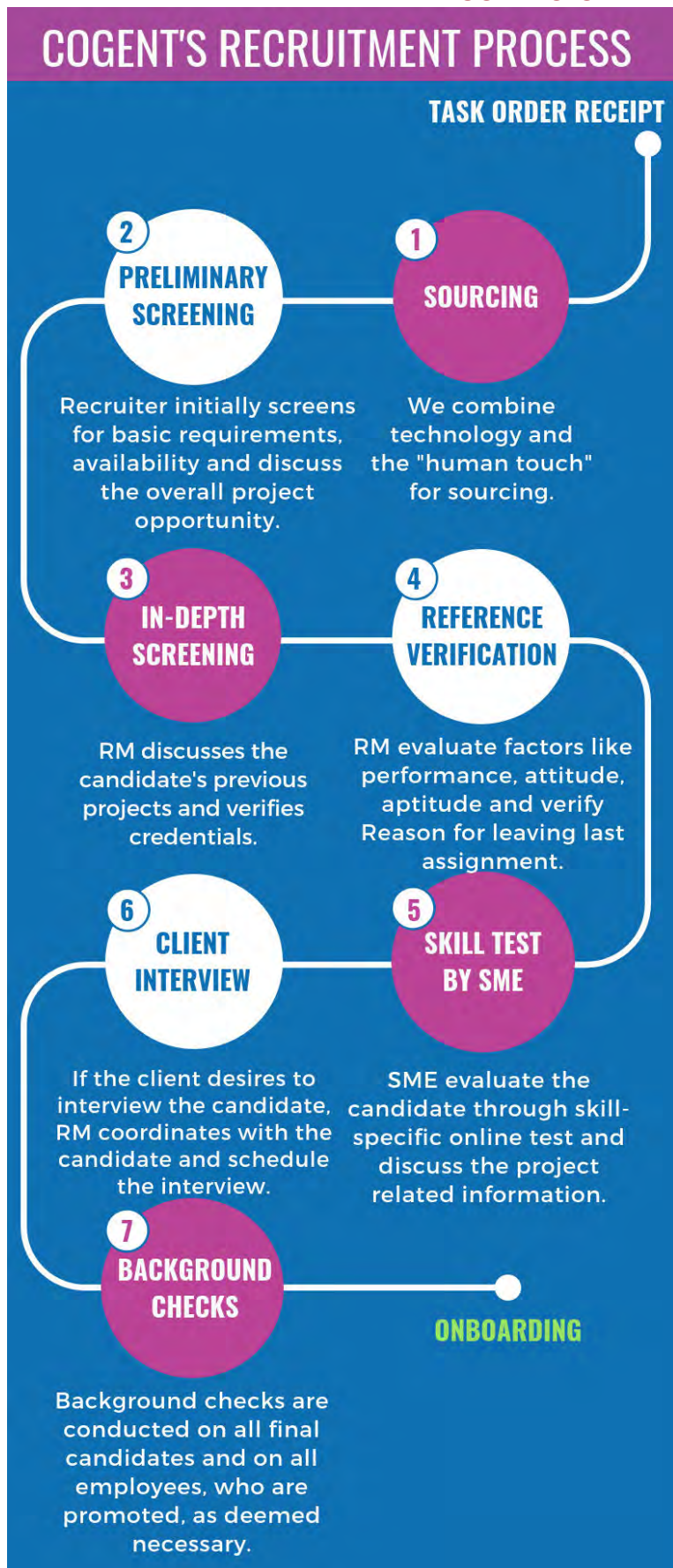
TAB 5 - PRODUCTS AND SERVICES / SCOPE

COGENT is responding and will be providing services for the below mentioned categories:

- **Full-Service Contingent Staffing and Direct Placement**
 - **Everify**
 - **Background Checks**
 - **Drug Screens**
 - **Reference Checks**
 - **Candidate Screening**
 - **Multiple Labor Categories**
 - **IT**
 - **Administrative and Clerical**
 - **Call Center**
 - **Light industrial manufacturing**
 - **Facilities**
 - **Ground Maintenance**
 - **Warehouse**

OUR ABILITY TO PROVIDE THE PROPOSED SERVICES

OUR RECRUITMENT PROCESS



COGENT gives our clients a competitive edge in recruitment through our network of Recruitment Centers which leverage leading tools, technologies, and our proprietary process methodologies to help identify a more refined, targeted pool of candidates for job profiles. Our team of experienced Sourcers and Recruiters are geared towards providing round-the-clock coverage on candidate searches.

Our team understands technical and non-technical criteria for hiring requirements and develops a sourcing and recruiting strategy for each client need fulfilling them with minimum down time. Our network seamlessly identifies high-quality candidates, ranks, categorizes, prioritizes and submits them to our client with precision. 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.

Our sources of our candidates include but not limited to COGENT's Talent Pool, Time & Tested methods (Job boards, ATS, Career Fairs, Employee referrals), Social Media/ Company Website, LinkedIn recruiter, Advanced technologies (Stack overflow, Google/Yahoo groups, github, apps for sourcing from various social media sites etc.) and Industry Partners.

We stay in constant touch with our consultants to ensure their availability and ensure that they stay committed for future extensions, thereby avoiding cumulative costs in new recruitment and orientation. Also, resume of each candidate we submit to the client is being stored in our Applicant Tracking System (ATS) and is kept forever.

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 with 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 give our business structure and how we operate. 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.

SOURCING

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 currently comprises an ever-growing database of about 1.8 million (65% IT | 35% Non-IT) resumes of highly qualified 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 2.5 million resumes by the end of 2020. This provides us with a competitive edge and ensures quick turnaround time.

- **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 tool for our recruiters. Each of our recruiter 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 company's open roles and build employer brand.

- **Networking Events**

We still consider industry networking events as 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 for candidates when they get referrals passed along to them.

- **Advanced Technologies**

Various technologies like Stackoverflow, Google/yahoo groups Github, Behance, Mogul, We Work Remotely etc. are being utilized by our recruiters to find candidates of specific kinds.

- **Fulfilling Sourcing Requirements**

Our recruiters are trained 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/analyse the below mentioned events/entities. This process has resulted in successful and smooth delivery of services to the client involving 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 analyse which technologies are trending and available in a particular region of world.

- **Niche skill talent pool**

COGENT maintains a talent pool of candidates possessing any niche skills or having worked on any new technologies. This pool is being utilized to fulfil client requirements which require work on any new/emerging technology.

PRELIMINARY SCREENING

Recruiters initially screen resumes for basic requirements of all applicants for a position. The screen covers the basic qualification information including:

- Availability
- Suitable Educational Qualification
- Requisite number of years of work experience in relevant technologies or functional areas
- Accurate project duration dates, references for last three or four projects
- Requesting work samples from previous projects he/she worked on.
- Initial verification of skill-set and summary of technical knowledge
- Additional HR related information will be gathered (W2, I-9 etc.)

IN-DEPTH SCREENING

- **Review of Job Duties at Most Recent Placement (s)/ Validating Pre-Employment Experience**

The role of the Recruitment Manager (RM) is to work closely with the Account/Sales Executives and the client to understand technical and functional needs of a requirement/position. RMs have a technical background and are all former field employees with practical technical project experience of no less than 5-7 years with COGENT.

Once the RM receives a resume from the recruiter for a position a very detailed technical screen takes place including a very detailed discussion of all projects on the resume to verify that the resume best

reflects the technologies used, where and how each skill was used, what type of applications the project entailed, and overall role of the candidate on the project.

In this phase we verify the employment history to confirm the work experience conveyed by the candidate to us and to be sure the candidate possesses the best suited professional background and appropriate work experience required for this position. As a part of verification, we directly contact the candidate's previous company to confirm the information provided is true. Also, we request W-2 or other document as proof of work history from candidate.

Above all, we perform a technical skills test which will measure the candidates' technical abilities as compared to others with the same and/or similar level of expertise.

- **Credential Verification**

Once this initial discussion is completed, the Recruitment Manager will verify all references, verify education qualification, any/all relevant certifications listed on the resume, and subsequently determine whether or not the candidate is appropriately suited technically and functionally for a particular position.

- **Ensuring Contractors Eligibility to Work in United States**

Prior to presenting candidates to clients, COGENT verifies their status, which could be one of: Citizen, Green Card, and Requires Work Authorization. Citizens and Green Card holders are automatically eligible to work for COGENT in the United States. If candidates require work authorization, COGENT first ensures that the candidate has maintained proper status in the past and is eligible (as defined by the Immigration & Naturalization Service of the United States) to obtain a work permit. COGENT's Legal & Immigration department files and maintains a non-immigrant work permit petition in full compliance with all Department of Labor and INS guidelines & requirements; with respect to prevailing wages, eligibility, Public Access Files etc. Our Legal & Immigration department tracks in detail the work authorization status of all employees and files required renewals in a timely fashion.

- **Reference Check & Reason for Leaving Last Assignment**

Every perspective candidate is accepted only after obtaining a complete reference check. In this process we evaluate various factors like performance, attitude, and aptitude with three former employers and we also verify Reason for leaving last assignment. The references also provide COGENT with a broad understanding of the candidate's technical background, strengths, and areas of needing improvement but also their work ethics and social skills. A minimum of three supervisory references of recent 5 years' experience is the minimum number of references required.

COGENT also does the following to ensure the references given to us is credible:

- All email addresses given must be employer email addresses.
- All references given must be Management level personnel who can discuss the candidate's skills objectively.
- If the reference has a LinkedIn profile, we will review it to ensure validity.

After the Recruitment Manager has approved the candidate, the resume will be sent to the Subject Matter Expert (SME) and the Account Executive.

REVIEW OF SKILLS AND DISCUSSION

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.

Required Skills and Skill Gap Plan						
Required Skill	Skill Level Required				Actual Skill Level	Skill Gap Mitigation Plan
	1 Proficient	2 Competent	3 Learner	4 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"/>		

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.

OUR HIRING VERIFICATIONS AND POLICIES

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.

Apart from this, prior to any work commencing, COGENT conducts an orientation session with the placed consultant of what is required daily and what is expected from the client. This orientation is critical to the success of the project because it clearly focuses on what the duties and responsibilities of the placed consultant are daily and the necessary workflow to follow.

Every COGENT employee is provided with an employee handbook which details all employment standards that every employee must follow. The following are the minimum employment standards that employees are required to adhere to:

1. Conduct all professional activities as per the Job Description (JD) provided to them. This JD is in-sync with the JD provided by the client.
2. Strict adherence to client's work schedule, policies and procedures.
3. Advance notice and approval for vacation time to be obtained from both COGENT and Client supervisor.
4. All time cards to be duly approved and signed by approving authority at the client site.
5. All overtime to be pre-approved by the supervisor at the client site and this information to be relayed to reporting manager at COGENT.

6. Adherence to public holiday schedule followed at the client site.
7. Immediate issue escalation to the reporting manager at COGENT.
8. No personal phone calls during office hours. Internet usage strictly for work purposes.
9. Wear professional attire as per client requirements.
10. All issues pertaining to salary, benefits etc. to be discussed only with the reporting manager at COGENT.

COGENT ensures the adherence to our service support philosophy by constant communication with the employee and the employees' manager. At the end of any project engagement, COGENT will meet with the manager to get a final 'review' of the services performed and discuss any areas of improvement which can be implemented prior to the next placement.

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.

Background checks will include:

- **Social Security Verification:** Validates the applicant's Social Security number, date of birth and former addresses.
- **Prior Employment Verification:** Confirms applicant's employment with the listed companies, including dates of employment, position held and additional information available pertaining to performance rating, reason for departure and eligibility for rehire. This verification will be run on the past two employers or the previous five years, whichever comes first.
- **Personal and Professional References:** Calls will be placed to individuals listed as references by the applicant.
- **Educational Verification:** Confirms the applicant's claimed educational institution, including the years attended and the degree/diploma received.
- **Criminal History:** Review of criminal convictions and probation including local, county, state, and federal records for a period of at least seven years. The following factors will be considered for applicants with a criminal history:
 - The nature of the crime and its relationship to the position.
 - The time since the conviction.
 - The number (if more than one) of convictions.
 - Whether hiring, transferring or promoting the applicant would pose an unreasonable risk to the business, its employees or its customers and vendors.

The following additional background searches will be required if applicable to the position:

- **Motor Vehicle Records:** Provides a report on an individual's driving history in the state requested. This search will be run when driving is an essential requirement of the position.
- **Credit History:** Confirms candidate's credit history. This search will be run for positions that involve management of COGENT funds and/or handling of cash or credit cards.

Procedure

Final candidates must complete a background check authorization form and return it to Human Resources. Human Resources will order the background check upon receipt of the signed release form, and either internal HR staff or an employment screening service (SterlingBackcheck + TalentWise) will conduct the checks. A designated HR representative will review all results.

The HR representative will notify the hiring manager regarding the results of the check. In instances where negative or incomplete information is obtained, the appropriate management and the director of Human Resources will assess the potential risks and liabilities related to the job's requirements and determine whether the individual should be hired. If a decision not to hire or promote a candidate is made based on the results of a background check, there may be certain additional Fair Credit Reporting Act (FCRA) requirements that will be handled by Human Resources in conjunction with the employment screening service (if applicable).

Background check information will be maintained in a file separate from employees' personnel files for a minimum of five years.

We will perform additional background checks on the request of the Authority.

OUR DRUG SCREENING POLICY

Purpose

All candidates who have received a written offer of employment will be required to undergo testing for commonly abused controlled substances in accordance with this policy.

Substances Covered by Drug and Alcohol Testing

Candidates will be tested for use of the following:

- Marijuana
- Cocaine
- Opiates
- Amphetamines (Amphetamine & Methamphetamine)
- Phencyclidine (PCP)
- Barbiturates
- Benzodiazepines
- Methadone
- Propoxyphene
- Chemical derivatives of these substances.

Candidates must advise the testing lab of all prescription drugs taken in the past month before the test and be prepared to show proof of such prescriptions to testing lab personnel.

Testing Methods and Procedure

Upon receipt of an offer of employment, candidates must complete required drug testing within 24 hours. All testing will be conducted by a licensed independent medical laboratory, which will follow testing standards in accordance with state law. Testing will be conducted on a urine sample provided by the candidate to the testing laboratory under procedures established by the laboratory to ensure privacy of the employee, while protecting against tampering/alteration of the test results.

COGENT will pay for the cost of the testing, including the confirmation of any positive test result by gas chromatography. The testing lab will retain samples in accordance with state law, so that a candidate may request a retest of the sample at his or her own expense if he or she disagrees with the initial test result.

Refusal to Undergo Testing

Candidates who refuse to submit to a drug test or who fail to show up for a drug test within 24 hours of an offer of employment will no longer be considered for employment, and any offer of employment will be rescinded.

Positive Test

If a candidate tests positive on an initial screening test, the test will be confirmed using gas chromatography. On receipt of the second positive confirmation test, the employment offer will be formally withdrawn, and the candidate will be provided with a copy of the test results and the reason why he or she is no longer being considered for employment.

Right to Explain Test Results

All candidates have the right to meet with the testing laboratory personnel and with COGENT to explain their test results. These discussions will be considered confidential except that information disclosed in such tests will be communicated to personnel within Cogent or within the lab who need to know such information to make proper decisions regarding the test results or employment of the individual.

Retesting

Candidates may request a retest of the original urine sample within five working days after notification of a positive test result. This retest is at the expense of the candidate unless the original test result is called into question by the retest.

Re-Application and Rehire

Individuals who are rehabilitated drug users or engaged in a supervised drug rehabilitation program and are no longer using drugs may be protected under the Americans with Disabilities Act. Therefore, COGENT will consider the applications of candidates who formerly tested positive for drugs if candidates can show evidence of rehabilitation and compliance with this policy.

Right to Review Records

COGENT will provide a copy of test results upon written request to candidates who test positive.

Confidentiality

All records concerning test results will be kept in medical files that are maintained separately from COGENT personnel files.

OUR OPERATIONAL FORMULA TO ENSURE STAFFING AVAILABILITY

We at COGENT, have effectively managed our clients' fluctuating needs of resource for past decade and have successfully satisfied their requisitions. 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.

We use JobDiva Applicant Tracking System, and our internal and external databases of thousands of pre -screened resources for faster processing of work orders. By using latest assessment and screening tools we can provide the best applicants, and superior candidates. We also contact our partners for seasonal hiring to achieve our goals.

COGENT'S TIME AND COST-EFFICIENT PROCESS

Our process will allow the Region 14 ESC to select candidates based on fit for the position, availability, and cost. COGENT present's pre-screened candidates to client in the format of client chooses, which can be through online Applicant Tracking System (ATS) or emailed in a certain format. At minimum, this format will include but not limited to the following:



- **Cost:** It will represent cost to the Region 14 ESC for the submitted candidate. We understand that, with budgets tightening, costs become increasingly important criteria influencing critical projects. We are cost effective and provide unmatched services at extremely competitive prices. We have highly competent market research team, who continuously keep our list of hourly rates updated. We are committed and are willing to provide the Region 14 ESC best available talent at the lowest possible cost.
- **Updated Resume:** It will represent overall qualifications and credentials of the candidate and will help the Region 14 ESC to understand the same.
- **Skill Matrix:** It will represent candidate's qualifications and credentials as per the Region 14 ESC's requirement and help the Region 14 ESC to easily match the candidate's qualifications with the requirement.
- **Availability Details:** It will represent the availability of candidate in days.

ADDITIONAL COMMERCIAL CLIENTS

The below mentioned is the list of few additional commercial clients to whom we have provided staff augmentation services till date.



CDI Corporation, PA



Cognizant, NJ



Aires, PA



IBM, NY



A Boeing Company
Aviall, TX



Jeppesen, CO



Keane Inc., MA



Office Depot, FL



Solar City Corporation, CA



Toyota Motors North America,
TX



Global Atlantic
Financial, IN



Suez Water Technologies &
Solutions, PA

OUR RECENTLY SIGNED CONTRACTS



City of Philadelphia, PA



Tarrant County, TX



State of Louisiana, LA



State of Vermont, VT



County of Santa Clara,
CA



Department of
Administrative Services, UT



City of Durham, NC



University Hospital, NJ



Adams 12 Five Star
Schools, CO



Washington Health Benefit
Exchange, WA



Houston Independent
School District, TX



San Diego Metropolitan
Transit System, CA

TAB 8 - VALUE ADDED PRODUCTS AND SERVICES

MARKETING AND TRAINING

➤ **Marketing**

COGENT has a dedicated Marketing Team whose sole purpose is to market our employees to various customers across the nation. We utilize our Website, Job Boards and Career Sites, Social Media, Networking Events, Employee Referrals, and several Industry Event and Webinars to market the ever expanding pool of our employees.

➤ **Training and Personal Skill Development**

COGENT views training and personal skill development as an important part of employee development. Employees undergo continuous training in various technical and project management disciplines. This provides continuous, well-trained and knowledgeable staff throughout the project lifecycle.

➤ **In-House Cross Training Program**

COGENT houses an internal training division whom is responsible of ensuring employees are most up to date on the newest technologies. This division also cross trains our consultants in different technologies. Both play a big role for us to ensure our consultants are always at the top in their skillset and will be able to provide services to our clients at the highest level possible.

SOCIAL LISTENING SERVICES

Over the last year, our team is working on requirements and venture in the Social Listening & Analytics space: using social media and other online data to know the customers better - understanding their needs, likes, dislikes, interests, demographics, etc.



The insights from social listening should be used across the enterprise to drive business strategy for different departments. Social listening can be especially beneficial for Education, Finance and Insurance industry, for example, the product development team can use online data to spot industry trends and learn customer's perception of different insurance products; thus, helping them develop products that customers would like.

Creating valuable insights from social data is the most difficult part of social listening and COGENT's expertise. Our state-of-the-art technology captures data from millions of sources and uses Natural Language Processing (NLP) and Automatic Sentiment Algorithm (ASA) to quickly identify trends in the data. NLP enables topic and trend detection, while ASA (which covers 21 languages) measures sentiment and brand health.

COGENT'S PROCESS TO ENSURES CUSTOMER SATISFACTION

We believe that, quality of hire is the top most performance KPI. Because it is what makes the recruiting process worthwhile. We use below mentioned metrics to check our quality of hire.

To check quality of a hire	Time-to-productivity	Retention Rate	Hiring Manager Satisfaction Rating
-----------------------------------	----------------------	----------------	------------------------------------

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 consultants on regular basis. For the first three (3) months, we will schedule monthly meeting for respective consultants with Account Manager and the client. After this period, account team will schedule meeting after every two (2) months. Below mentioned is in-details description of each meeting.

1. Meeting I - At 1month completion


We schedule this meeting 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 about challenges faced, key achievements, required trainings 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 the below mentioned performance evaluation sheet.

 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 is our performance evaluation criteria which is discussed with the project officer supervising the candidate

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, analyse, 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 ADB’s and executing agency’s working regulations

Did the consultant work within clients and the executing agency’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 in 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. This process helped us to make sure that our client receives the requested services.

Moreover, COGENT tracks several metrics to track the service performance. However 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 higher rate of satisfied candidates.
3. **Ratios:** These ratios are not a single metrics, but a whole category of metrics. This is critical for us because a candidate placement is a result of long chain of actions. If any of the link is 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 metrics 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 employee's 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 the client satisfaction. Below provided are our methods which help to measure as well as identify up to what level our client is satisfied with our services.

METHODS	DESCRIPTION
First Call Resolution	Here we measure what percentage (%) of complaint calls are completely resolved, the first time the client calls us.
Client Retention	Here we keep a track of what percentage of client base do we retain, year over year.
Time with client	This records the amount of time we spent with the client via various means like on telephone, in person meetings etc.
Response time	This measures how quickly we respond to clients inquires or job orders

TAB 9 - REQUIRED DOCUMENTS**CLEAN AIR AND WATER ACT & DEBARMENT NOTICE****Clean Air and Water Act & Debarment Notice**

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

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

Potential Vendor	<u>COGENT Infotech Corporation</u>
Print Name	<u>Justin Acord</u>
Address	<u>1425 Greenway Drive, Suite 340</u>
City, State, Zip	<u>Irving, TX 75038</u>
Authorized signature	<u></u>
Date	<u>06/10/2020</u>

CONTRACTOR REQUIREMENTS

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature

Date



06/10/2020

ANTITRUST CERTIFICATION STATEMENTS**Antitrust Certification Statements (Tex. Government Code § 2155.005)**

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

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

Company name	COGENT Infotech Corporation
Address	1425 Greenway Drive, Suite 340
City/State/Zip	Irving, TX 75038
Telephone No.	(412) 889-7700
Fax No.	(412) 774-1515
Email address	Govt-Bids@cogentinfo.com
Printed name	Justin Acord
Position with company	Vice President - Sales
Authorized signature	

REQUIRED CLAUSES FOR FEDERAL FUNDS CERTIFICATIONS**Required Clauses for Federal Funds Certifications**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

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

(B) 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)

(C) 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 CFR 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 Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) 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.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity 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.

(F) Rights to Inventions Made Under a Contract or Agreement. 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.

(G) 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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) 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.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA**Required Clauses for Federal Assistance provided by FTA****ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

STATE NOTICE ADDENDUM

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>