



National Cooperative Purchasing Alliance

Staffing Services and Related Solutions

RFP Number: 12-20

PROPOSAL

Due Date: June 16, 2020



Trigyn Technologies, Inc.

100 Metroplex Drive, Suite 101
Edison, NJ 08817

Phone: 732-777-4608

Email : Tom.Gordon@Trigyn.com



June 16, 2020

National Cooperative Purchasing Alliance
P.O. Box 701273
Houston, TX 77270

Re: RFP Number: 12-20 Staffing Services and Related Solutions

Dear Sir / Madam:

Trigyn Technologies Inc. is pleased to submit the attached proposal in response to the above referenced solicitation. Trigyn is pleased to accept the terms and conditions outlined in the solicitation.

Trigyn has been providing services like those described in the solicitation for almost 35 years. Furthermore, Trigyn specializes in meeting the needs of public sector clients. Trigyn is the trusted partner of governments, government agencies, educational institutions, and not for profit entities from across the United States. Almost 90% of our business comes from public sector clients. A testament to our success is our long-term customer relationships. We are proud of the fact that many of our customer relationships have spanned ten years and more.

Thank you in advance for your thoughtful consideration of our proposal. We would be pleased to answer any questions you might have.

Warm Regards,



Thomas A. Gordon
Senior Vice President

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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

Tab 1 – Master Agreement / Signature Form

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	Trigyn Technologies, Inc.
Address	100 Metroplex Drive
City/State/Zip	Edison, NJ 08817
Telephone No.	732-777-4608
Fax No.	732-777-0013
Email address	Tom.Gordon@Trigyn.com
Printed name	Thomas A. Gordon
Position with company	Sr. Vice President
Authorized signature	

Tab 2 – NCPA Administration Agreement

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

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated July 1, 2020, referenced as Contract Number 11-45, 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.

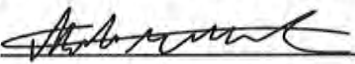
<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- 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
Director, Business Development
 Signature: 
 Date: July 1, 2020

Vendor: Trigyn Technologies, Inc.

Name: Thomas A. Gordon
 Title: Senior Vice President
 Address: 100 Metroplex Drive, Suite 101
Edison, NJ 08817
 Signature: 
 Date: July 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 Mariana 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 Edison, State of NJ

◆ **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>IT and Administrative Staffing Provider</u> |

◆ **Processing Information**

➤ Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Alok Bhardwaj
 Title: Vice President
 Company: Trigyn Technologies, Inc.
 Address: 100 Metroplex Drive
 City: Edison State: NJ Zip: 08817
 Phone: 732-777-4616 Email: Alok.Bhardwaj@Trigyn.com

- Purchase Orders

Contact Person: Alok Bhardwaj
 Title: Vice President
 Company: Trigyn Technologies, Inc.
 Address: 100 Metroplex Drive
 City: Edison State: NJ Zip: 08817
 Phone: 732-777-4616 Email: Alok.Bhardwaj@Trigyn.com

- Sales and Marketing

Contact Person: Alok Bhardwaj
 Title: Vice President
 Company: Trigyn Technologies, Inc.
 Address: 100 Metroplex Drive
 City: Edison State: NJ Zip: 08817
 Phone: 732-777-4616 Email: Alok.Bhardwaj@Trigyn.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.
 - 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.
 - Yes No

- ◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
*Please see the following page for Trigyn's completed list.			

Tab 4 – Vendor Profile

- **Company’s official registered name.**

Trigyn Technologies, Inc.

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

Established in 1986, Trigyn is an industry leader that provides a **full range Staffing Services, Managed IT Services, and IT Project Services to Governments, Educational Institutions, Public Sector Entities, and Non-Profits**. Trigyn began business as an IT-focused services company. After many years of steady growth, and in response to requests from Trigyn clients, Trigyn expanded its services to **staffing services for many non-IT roles including clerical, administrative, legal, customer service and other roles**. Today, Trigyn enjoys a ten-year history of steady growth. Trigyn is now a **stable, debt-free company** with annual revenues exceeding \$125,000,000.

Headquartered in Edison, NJ, Trigyn successfully supports clients across the United States and Canada, from offices in Washington D.C., New York City, Toronto and Montreal. Additionally, Trigyn operates two development centers. Currently we have more than **1,500 IT, administrative and clerical resources deployed - 90% of which are in the Public Sector**. Trigyn is a stable, growing, and debt-free partner that NCPA can rely on.

For almost 35 years, Trigyn has supported public sector and non-profit agencies nationwide including governments, municipal agencies, school boards, colleges and universities, museums and international governmental and aid organizations. Trigyn also supports some prestigious private clients including a range of Fortune 500 companies spanning financial, technology, healthcare, manufacturing, and retail entities. Our goal is to deliver excellent service and excellent value. **The greatest testament to our success is our customer loyalty. Trigyn enjoys a long list of clients who have partnered with us for 10 years and more.**

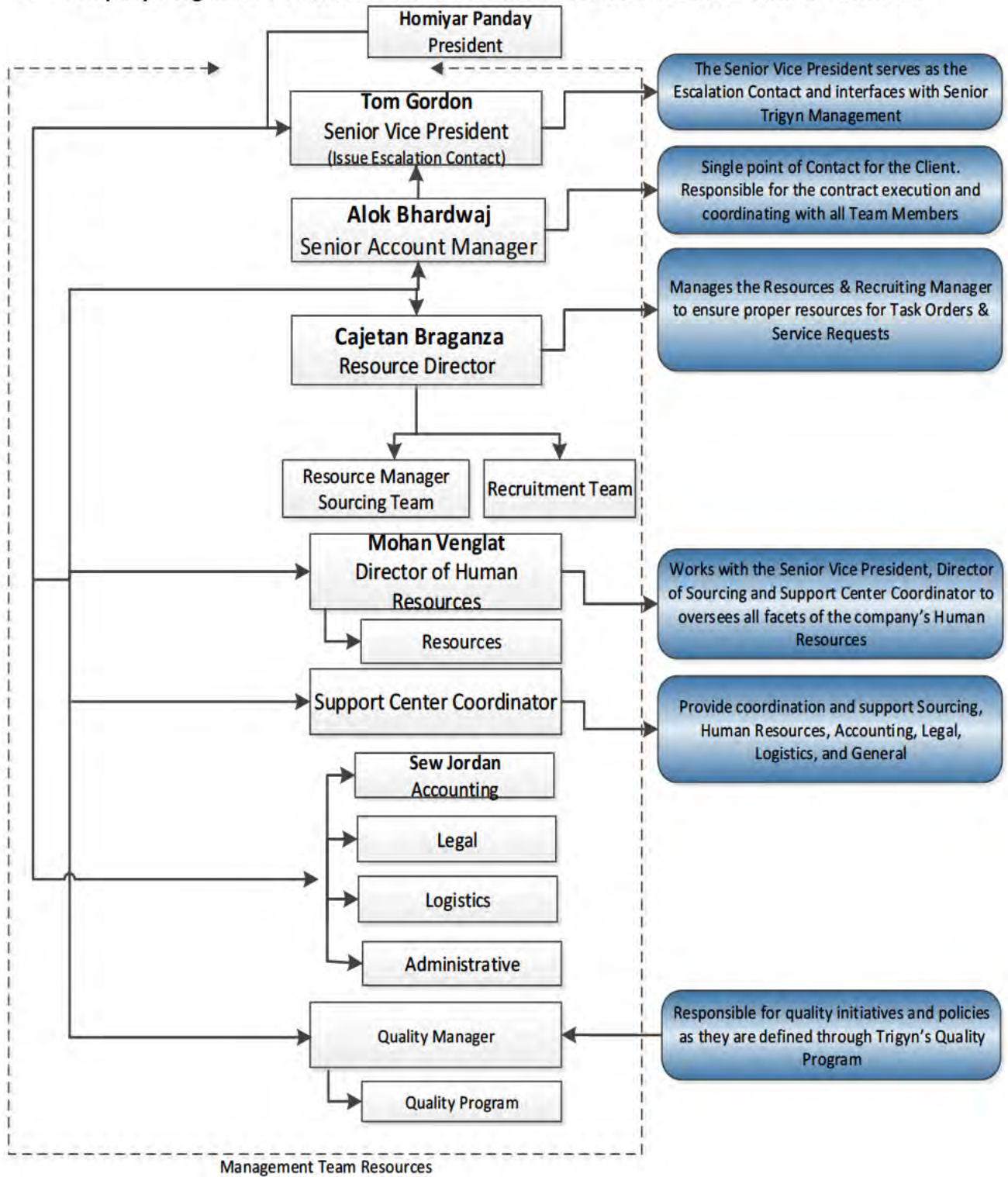
Our dedicated team of Account Managers, Recruiters, and seasoned internal staff focus on management, monitoring, and continuous improvement of services. Further, **Trigyn continuously enhances the delivery of technical services as well as administrative functions in every aspect of our business** by integrating industry recognized certifications and quality initiatives (including ISO 9001:2015 and CMMI V 1.3 SW Maturity Level-5 Processes) into our policies.

With more than **90% of our business existing within the public sector**, Trigyn has remained an industry leader by recruiting, training, and deploying top talent in mainstream professions and wide-ranging technologies. Our intensive recruitment and qualification process, described later in this proposal, has allowed us to identify, screen and build a growing network of hundreds of thousands of individuals who **help keep our clients’ organizations achieve their business goals, maintain operational flexibility, and save money.**

- **Company’s Dun & Bradstreet (D&B) number.**

Trigyn’s Dun & Bradstreet number is 07-349-6007.

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



Please see below for the roles and responsibilities of the Key Trigyn Employees who will support this contract:

Key Role	Key Employee	Experience
Senior Vice President	Tom Gordon	30 Years
Senior Account Manager	Alok Bhardwaj	20 Years
Resource Director	Cajetan Braganza	16 Years
Human Resources Director	Mohan Venglat	30 Years
Account Management Support	Sew Jordan	30 Years

Senior Vice President – Tom Gordon

Role: Trigyn’s Senior Vice President (SVP) is the Issue Escalation Contact for Trigyn contracts and is responsible for overall service delivery. All issues that require escalation, as deemed necessary, will be referred to the SVP. The SVP will work with the Senior Account Manager, Technical Director, Senior Resource Manager, Human Resources Director, Account Management Support, other Trigyn employees, as well as the NCPA POC to resolve all escalated issues to NCPA’s satisfaction.

Should the Senior Account Manager become unavailable for any reason, the SVP will serve as the backup Senior Account Manager for this contract. This will ensure that NCPA Contract Users and Managers as well as Trigyn team members will always have access to a decision-maker at Trigyn with knowledge of the contract and the services being provided.

CV / Background Summary: Tom Gordon has direct responsibility for all of Trigyn’s operations. Throughout his 30-year career in staffing and professional services Tom gained significant expertise in the public sector, providing software development, systems integration, managed services, and staffing.

Prior to joining Trigyn, Tom served as the President of Cognicase (presently known as CGI) where he was responsible for sales, operations, and delivery in the US as well as Western Canadian operations. Prior to CGI, Tom founded Latron Computer Systems, a major Healthcare Solutions and Systems Integration Company that was the predominant provider of Dental Systems solutions in the US for major entities including Blue Cross Blue Shield plans from coast to coast. Tom has also held senior management positions with Blue Cross and Blue Shield of New Jersey, Kelly IT Resources in New York City, and Cap Gemini.

Tom Gordon’s 30 years of industry experience and significant expertise in the State and Local Government sectors make him a great asset to the Contract Management Team.

Senior Account Manager – Alok Bhardwaj, Vice President

Role: The Senior Account Manager (SAM) is the single point-of-contact for NCPA. They interface daily with the SVP, Resource Director, and other Trigyn team members and employees, as well as NCPA’s Contract Users, NCPA’s Contract Manager, and other personnel involved in the execution, management, and use of the contract. The SAM will understand NCPA’s needs and work to ensure that services delivered meet and exceed our obligations as well as NCPA’s expectations. With an understanding of the technologies required for respective initiatives, they will anticipate potential issues and provide solutions expeditiously.

Additionally, the Senior Account Manager will ensure that resources with the necessary skills are assigned to the engagement with alternative or reserve resources available if needed. It is the responsibility of the Senior Account Manager to manage and coordinate all aspects of contract execution, ensuring a successful program is implemented in the most efficient manner possible to the benefit of NCPA.

CV / Background Summary: Trigyn Vice President Alok Bhardwaj brings almost 30 years of experience that has included HR, marketing, and business development responsibilities for a range of retail, pharmaceutical, advertising and technology companies. Alok’s experience plans functional through to senior leadership roles with many of the companies he has worked for.

Alok Bhardwaj’s 20 years of experience managing complex client engagements makes him the ideal Account Manager to lead the Contract Management Team.

Alok joined Trigyn in early 2015 managing select government and private sector clients. Today, Alok is responsible for managing Trigyn’s federal government business as well as several public accounts including Trigyn’s GSA Schedule 70 contract, some New York City Agencies, and Suffolk County. Alok also manages select private sector clients. Alok has extensive experience managing complex client engagements and evaluating talent for technical and non-technical roles.

Resource Director – Cajetan Braganza

Role: Trigyn’s Resource Director works directly with the Senior Account Manager and Recruiting Manager to ensure that all resource requirements are met in a timely manner and to the highest industry standards. The Resource Director is responsible for the oversight and management of all resource related activity. Working in tandem with the Recruiting Manager, the Resource Director remains aware of emerging industry trends.

CV / Background Summary: Cajetan Braganza brings 16 years of diverse industry experience to Trigyn, including 13 of which involved IT Staffing, Technical Recruiting, and Business Development. In addition to Cajetan’s deep experience in recruiting and internal staffing operations, Cajetan brings hand on account management experience having managed accounts with public sector clients such as the States of New Jersey, Minnesota, North Carolina, South Carolina, and New York State. He earned a B.E. in

Cajetan Braganza’s extensive Public-Sector experience makes him a significant asset to the Contract Management Team.

Electronics and Telecommunications and has completed various computer technology certifications.

Prior to joining Trigyn, Cajetan worked with First Tek Technologies Inc., PCS Technology, Knack Systems LLC., and Infinite Computing Systems Inc.

Human Resources Director – Mohan Venglat

Role: Responsible for the oversight of all resources, Trigyn’s Director of Human Resources works directly with the SAM, Senior Resource Manager, Quality Manager, Trigyn’s employees, and reports to the SVP. They are tasked with fashioning the corporate policies and practices that ensure staff retention, regulatory compliance, as well as the expeditious onboarding of all resources. They are responsible for HR related issue escalation for all staff matters and interact with clients on all staff-related compliance matters including Equal Employment Opportunity (EEO), Affirmative Action Plan (AAP), and other required laws and regulations.

CV / Background Summary: Mohan Venglat has more than 20 years of Human Resources experience much of which was gained working within the staffing industry. Prior to joining Trigyn, Mohan provided marketing, consulting, and logistics services as well as high level HR and Immigration Consulting to several entities including the Born Group, ZAG, and Trade Lines. Additionally, he was the Vice President of HR at Xchanging with an employee count of 750. This includes compliance with client background check and onboarding processes.

Mohan Venglat brings 20 years of HR and Staffing experience to the Contract Management Team.

Account Management Support – Sew Jordan

Role: Trigyn’s Account Management Support role is responsible for the financial coordination and contract compliance functions associated with the contract. These functions include ensuring compliance with contract costing provisions, agency reporting, invoicing, rollup reporting, and any other financial related requirements.

CV / Background Summary: Sew Jordan has more than 30 years of Accounting experience. Much of Sew’s professional experience has been spent in the staffing industry where she has been responsible for overseeing timesheet compliance, invoicing, payroll, compliance reporting and other related duties. Prior to joining Trigyn, Sew held similar positions with Future Technologies, eMedia, and Chase Manhattan Bank.

Sew Jordan is an expert in planning and managing the financial and compliance aspects of staffing engagements.

Corporate office location.

Trigyn's United States office locations include the following:

- 100 Metroplex Drive, Suite 101, Edison, NJ 08817 (Headquarters)
- 205 East 42nd Street, 20th Floor, New York, NY 10017
- 2101 L Street NW, Suite 800, Washington, DC 20037

List the number of sales and services offices for states being bid in solicitation.

Trigyn's primary base for client service activities for all clients under this NCPA contract would be from our head office based at 100 Metroplex Drive, Suite 101 in Edison, New Jersey. Our head office will service all states bid under this solicitation.

List the names of key contacts at each with title, address, phone and e-mail address.

All staff listed below can be reached via our headquarters located at 100 Metroplex Drive, Suite 101, Edison, NJ, 08817:

Alok Bhardwaj
Vice President (Account Manager)
Alok.Bhardwaj@trigyn.com
732-777-4616

Thomas A. Gordon
Senior Vice President (Escalation Point)
Tom.Gordon@trigyn.com
732-777-4608

Define your standard terms of payment.

Trigyn Technologies Inc. used standard payment terms of Net 30 days.

Who is your competition in the marketplace?

Currently, Trigyn's top three competitors are Modis Inc., TEKsystems Inc., and Kforce Government Solutions Inc. Despite being active in a competitive marketing place, Trigyn has maintained a long track record of year over year growth and long-term client retention.

What differentiates your company from competitors?

In each instance, Trigyn offers a superior overall engagement experience that allows us to outperform our competitors in the following areas:

- **Excellence in Staffing.** With more than 90% of our offered services centered on clerical, administrative and IT Staffing, Trigyn has built an excellent reputation sourcing and providing professionals equipped to support a wide range of clients throughout the world.
- **Personnel.** Trigyn's resources are our greatest asset! Our intensive recruitment and qualification policies identify excellent candidates who help keep our clients' organizations moving forward. We continue to grow a diverse and qualified pool of individuals who can meet and exceed expectations.
- **Business Relationships.** Working with Trigyn entitles clients to a reliable, insightful, and supportive service delivery relationship. Our contract management policies are driven by client interests and satisfaction with services provided, guaranteeing a positive customer experience.
- **Cost.** Trigyn regularly conducts analytical marketplace research to ensure our pricing is competitive and fair for both our clients as well as the resources we provide.
- **Responsiveness.** Trigyn's Account Managers and Resource Management System (RMS) are available 24/7 to ensure clients receive quality support whenever they need it. This accessibility allows Trigyn to appropriately address client requests and resolve outstanding issues within minutes.
- **Customer Support.** Trigyn truly listens to clients and provides them the consistent support necessary to execute successful engagements. By anticipating issues and proposing intelligent solutions, Trigyn makes it easy for clients to stay productive and accomplish their objectives.

- **Experience.** We have more 1,500 clerical, administrative and IT resources deployed today including professionals with significant experience and/or certifications in their chosen profession.
- **Access to Candidates.** Trigyn maintains a database of hundreds of thousands of candidates from across the United States spanning all the roles identified in this proposal. This includes numerous individuals who are immediately available to be placed today. This, coupled with our access to a wide range of job sites and other recruiting tools, makes us well equipped to meet the client’s staffing needs.
- **Public-Sector Expertise.** More than 90% of Trigyn’s business involves supplying staffing, managed IT services and IT project services to Governments, Public Institutions, Private Companies, International Governmental Organizations and Non-Profit entities. We are actively engaged in providing services like those sought by NACP to many educational institutions and other government clients. We are intimately familiar with the needs of public sector entities and are uniquely configured to support them.
- **Service Orientation.** Trigyn prioritizes timely and precise client services. We routinely solicit client feedback on all aspects of our service. Furthermore, Trigyn subscribes to third party customer satisfaction assessments including Dunn & Bradstreet’s Open Ratings Customer Satisfaction Benchmarking Survey. Trigyn has consistently maintained an overall rating of “Very Good.”
- **Cost Effectiveness.** Trigyn is ISO certified for quality. As part of this certification, we have implemented company processes to measure, analyze, and optimize virtually every aspect of what we do to drive better quality and efficiency. We maintain a relentless focus on operating efficiency to help deliver greater value to our customers.
- **Reliability.** Trigyn’s attrition rate for contract workers is well below industry average. We maintain an internal target and have implemented a range of programs to provide our consultants a supportive and employee-centric work experience.
- **Stability.** Trigyn is a debt-free company with a decade long history of progressive growth. We are a fiscally strong with a Dunn & Bradstreet PAYDEX rating of 1 (lowest risk). We are a stable partner who will be there when you need us.
- **Social Responsibility.** Trigyn has implemented a wide range of programs to enhance our Corporate Social Responsibility including:
 - Incentivizing employees to use mass transit whenever possible.
 - Our Sustainable Development service delivery model helps recruit and employ local IT professionals for our work in developing countries. Our goal is to ensure maximum economic benefit to the local economy while reducing costs.
 - Consistent certification for Corporate Social Responsibility by EcoVadis® since 2013.

- **Compliant.** A key part of our client onboarding process is reviewing the contractual and regulatory framework applicable to the client. Trigyn implements a Client Playbook which captures all client-specific policies and procedures to ensure we are compliant at the initiation of an engagement and throughout. Trigyn also actively monitors the regulatory landscape and implements process and policy changes as required.
- **Transparent.** Trigyn prides itself on its attention to detail. As such, we offer clients open access to all details of the work we have completed or will be providing them. Whether it be in the form of a report or a formal audit, our clients can place their trust in our complete cooperation.
- **Secure.** Trigyn is ISO/IEC 27001:2013 certified for Information Security. As part of this certification, Trigyn has an extensive and comprehensive security policy covering all aspects of physical and electronic information.

Describe how your company will market this contract if awarded.

For the NCPA contract, Trigyn intends to implement a comprehensive marketing plan. The plan would be initiated with a press release to NCPA contract users notifying them of the contract award and Trigyn’s services. In addition, Trigyn will designate a business development manager who will be responsible for introducing Trigyn services to NCPA members and contract users. The business development manager will employ a combination of the following outreach activities to build awareness of Trigyn’s capabilities:

1. Telephone marketing.
2. Ongoing Press Releases and Email marketing,
3. Direct selling,
4. Participation in industry events and shows.
5. Leveraging our education and government relationships for referrals to potential new NCPA clients.

The business development manager will also receive ongoing support from Trigyn’s marketing team.

Describe how you intend to introduce NCPA to your company.

Trigyn’s will provide NCPA with a dedicated Senior Account Manager who serves as the single point-of-contact to ensure clear communication throughout all aspects of the contract’s execution. Through consistent management, control, and supervision, the Senior Account Manager will ensure that timely deliverables that meet or exceed NCPA’s and its clients’ expectations.

The Senior Account Manager will establish a “NCPA Client Playbook” which will document all client obligations and preferences. The Senior Account Manager will then assemble an internal Trigyn NCPA team including representation from our recruiting, human resources, operations support, quality assurance, accounting departments and business development. The Senior Account Manager will then meet with the team to introduce NCPA and review the NCPA Playbook with them.

The Senior Account Manager and the NCPA Playbook will lead Trigyn’s fulfillment of its contract obligations

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

For Trigyn’s clerical, administrative and IT staffing services, it utilizes its Resource Management System (RMS) to manage the full lifecycle of client engagements. The RMS is a proprietary and secure web-based platform that manages Service Requests from receipt of the initial request, to deployment of a resource, through the duration of the resource’s engagement.



In addition, RMS serves as our main resource for identifying appropriate applicants. The RMS contains detailed profiles of candidates whose experience, abilities, and past performance histories have been validated by our Sourcing Teams and Resource Managers. Access to this vast database results in faster delivery of highly qualified personnel.

All data entered in the RMS links to the appropriate client, client contact, Trigyn Account Manager, Resource Manager, Sourcing Team Member, and candidate. All authorized team members can easily track quality, resource usage, response times, and satisfaction of services provided in real-time.

For clients wishing to enter requirements directly into the RMS, Trigyn offers a secure online interface where the client can enter the requirement and initiate our recruiting activities against the requirement. Most clients, however, prefer to notify Trigyn by email of new requirements and have us initiate our service delivery based on an email request from the client.

The RMS tracks all aspects of our engagement with a client from recruiters’ notes, documenting onboarding checks and processes, tracking time, and offboarding. As such, the RMS is also an invaluable tool for generating reports spanning all aspects of our work on behalf of a client.

Trigyn would be pleased to provide more information about the capabilities of our RMS upon request.

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

Senior Account Manager, Alok Bhardwaj, will be the single point-of-contact for NCPA and its clients, overseeing all communication and interactions to ensure the successful execution of the contract. Once an NCPA client establishes a preferred method of communication (e-mail, phone, status reports, in-person meetings, teleconferences, etc.), the Senior Account Manager will guide the client through the full lifecycle of each Service Request and Task Order delivery.

Additionally, Trigyn has great capacity to support NCPA with a seasoned team of Recruiters and Account Managers who have amassed more than 100 years of public sector experience. This capacity enables quality recruiting, screening, and a structured mechanism to deliver highly qualified candidates to NCPA.

Since important issues sometimes arise after business hours, Trigyn's clients have access to their supportive Account Managers 24/7 by email or telephone. Trigyn provides rolling status updates on outstanding issues and submits a summary when the issue is resolved to the client's satisfaction.

Green Initiatives

Social responsibility is ingrained in Trigyn's culture. To fully serve our clients and stakeholders, we believe that our organizational decisions must incorporate positive social and environmental outcomes. The core of our corporate green initiative acknowledges concern for the environment as a pressing issue that demands not only our attention, but also our conscious action.

To ensure a more sustainable and productive planet, Trigyn has implemented many responsible environmental practices. Several major initiatives are described below:

- Trigyn has consistently maintained a Corporate Social Responsibility certification from EcoVadis® since 2013.
- Trigyn Incentivizes employees to use mass transit whenever possible.
- We employ environmentally friendly and safe processes, including recycling programs, in all our offices.
- Trigyn supports rainwater harvesting projects to support agriculture in developing countries.
- For Trigyn IT engagements in developing countries, Trigyn builds experienced local IT labor pools for post-delivery application support. This reduces our carbon footprint by minimizing travel pollution and ensures that the maximum economic benefit of our work in developing countries remains in the local economy.


Trigyn regularly reviews our green initiatives to ensure the continuously leverage and reflect current best ecological practices.

Vendor Certifications

Trigyn Technologies Inc. is a corporation registered in the State of Delaware. A copy of the registration document is attached.

Trigyn is certified for CMMI version 1.3 Maturity Level 5, ISO 27001:2013 and ISO 9001:2015. Copies of registrations are attached.

Trigyn is a GSA Schedule 70 contract holder. Trigyn's GSA contract number is GS-35F-139GA.

LICENSE NO. 2006200409	STATE OF DELAWARE		VALID
POST CONSPICUOUSLY	DIVISION OF REVENUE		01/01/20 - 12/31/22 NOT TRANSFERABLE
DLN: 19 97184 72	BUSINESS CODE GROUP CODE 099 007	LICENSED ACTIVITY	PROFESSIONAL AND/OR PRSL SRVCS-UNCLASSIFIED PROFESSIONAL AND/OR PERSONAL SERVICES
DATE ISSUED: 12/14/19	**VALIDATED**		2022
LICENSE FEE: \$ 225.00	BUSINESS LICENSE		BUSINESS LOCATION
MAILING ADDRESS		BUSINESS LOCATION	
TRIGYN TECHNOLOGIES INC 100 METROPLEX DR STE 101 EDISON NJ 08817-2684		TRIGYN TECHNOLOGIES INC 100 METROPLEX DR STE 101 EDISON NJ 08817-2684	
		JENNIFER R. HUDSON DIRECTOR OF REVENUE	

IMPORTANT - TEAR AT ABOVE PERFORATION AND DISPLAY IN A PUBLIC LOCATION

Federal E.I. No. or Social Security Number	B10629361667 001	Business Code Group Code	099 007	Licensed Activity	PROFESSIONAL AND/OR PRSL SRVCS-UNCLASSIFIED PROFESSIONAL AND/OR PERSONAL SERVICES
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The State of Delaware Business License printed above must be posted in a public area at the location address listed. If you have any questions regarding this license, please call (302) 577-8778.

REPLACEMENT LICENSES

Keep this portion of your license separate, in case you need a replacement for any lost, stolen or destroyed license. A \$15 fee will be charged for the replacement of a license. Send the \$15 along with a copy of this form or provide your Federal Employer Identification Number, or Social Security Number, suffix, Business Code, Business Name and address to Delaware Division of Revenue, Attn.: Business Master File, PO Box 8750, Wilmington, DE 19899-8750. You will receive your replacement license within three to four weeks.

OTHER IMPORTANT INFORMATION

Most licensees are also required to pay either gross receipts or excise taxes in addition to the license fee. You can file these taxes online or obtain a paper form from our website at www.revenue.delaware.gov. You must **submit all business tax returns** filed with the Division of Revenue under the same identification number. If you are a sole-proprietor, and have a federal employer identification number, use the employer identification number, not your social security number. Only sole proprietors with no employees are allowed to file under their social security number. Inquiries regarding your coupon booklets to pay withholding, corporate tentative, and Sub Chapter "S" estimated taxes, or to make changes to your name, address, or identification number, should be directed to the Business Master File Unit at (302) 577-8778.

INTERNET SITE

The Division of Revenue web address is: www.revenue.delaware.gov. Visit our web site for tax tips, links to telephone numbers, forms that you can download, links to other State agencies, the Delaware Code, the publication "Delaware Guide for Small Business" and lots more. Internet filing of personal income tax returns via the Division of Revenue's website is available. Internet filing for Withholding, Gross Receipts and Corporate Tentative payments is also available.



This is to affirm that

Trigyn Technologies Limited

Organizational Unit: Development division covering
Software Maintenance Projects

has been appraised at

Maturity Level 5

of the Capability Maturity Model Integration for Development, Version 1.3

Based on Standard CMMI Appraisal Method for Process Improvement (SCAMPI) Ver1.3, Developed by - CMMI Institute, USA.

Appraisal Number: 32036

SCAMPI Onsite Appraisal dates – 05th March to 14th March 2018



Mangesh Kataikar

SCAMPI High Maturity Lead Appraiser

SCAMPI HMLA ID: 1000997-02

Issued on – 26th March 2018, Appraisal Expiration Date – 14th March 2021. Please refer appraisal disclosure statement for details.

CMMI, SCAMPI, and SCAMPI Lead Appraiser are registered marks of CMMI Institute.



CERTIFICATE OF REGISTRATION

This is to certify that:
Trigyn Technologies Limited

27-A, SDF-1, SEEPZ, Andheri (East), Mumbai - 400096, Maharashtra, India

operates an

INFORMATION SECURITY MANAGEMENT SYSTEM

which complies with the requirements of

ISO/IEC 27001:2013

for the following scope

Protection of Security (Confidentiality, Integrity, and Availability) of information handled during the business operation activities within the scope of offshore Software Development, application Maintenance and Support and provision of skilled software human resources on contractual basis w.r.t Statement of Applicability ver 1.0, dated 6th Feb 2015.

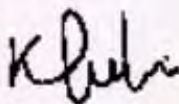
Certificate No: ITGOV40060

Issued: 31 July 2018

Originality Certified: 4 August 2015

Expires: 30 July 2021

Current Certification: 31 July 2018



Kevin Goodwin
General Manager Technical Services
SAI Global Assurance



Registered by:
SAI Global Certification Services Pty Ltd (ACN 108 715 688) 680 George Street, Sydney NSW 2000 Australia with SAI Global Pty Limited 680 George Street Sydney NSW 2000 Australia (SAI Global) and subject to the SAI Global Terms and Conditions for Certification. While all due care will still be exercised in carrying out this assessment, SAI Global accepts responsibility only for proven requirements. This certificate remains the property of SAI Global and must be returned to SAI Global upon its request. To verify that this certificate is current please refer to SAI Global On-Line Certification register at www.saiglobal.com





CERTIFICATE OF REGISTRATION

This is to certify that:
Trigyn Technologies Limited

27-A, SDF-1, SEEPZ, Andheri (East), Mumbai -400 096, Maharashtra, INDIA

operates a

QUALITY MANAGEMENT SYSTEM

which complies with the requirements of

ISO 9001:2015

for the following scope

The provision of information technology solutions in the area of custom engineered software development product development and on site consultancy covering project management systems analysis design development testing and validation installation maintenance technical support and re-engineering services as applicable to client-server computing three-tier architecture object oriented technology internet and web-based solutions.

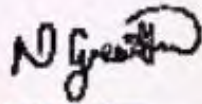
Certificate No: QEC6929

Issued: 2 January 2018

Originally Certified: 15 January 1997

Expires: 1 January 2021

Current Certification: 2 January 2018



Nicole Grantham
General Manager SAI Global Certification Services



Registered by:
SAI Global Certification Services Pty Ltd (ACN 108 716 020) 480 George Street, Sydney NSW 2000 Australia with SAI Global
Pty Limited 480 George Street Sydney NSW 2000 Australia ("SAI Global") and subject to the SAI Global Terms and Conditions
for Certification. While all due care and skill was exercised in carrying out this assessment, SAI Global accepts responsibility
only for proven deficiencies. This certificate remains the property of SAI Global and must be returned to SAI Global upon its
request. To verify that this certificate is current please refer to SAI Global On-Line Certification register at
www.sai-global.com



Tab 5 – Products and Services / Scope

Contingent Staffing Services

Trigyn provides a full-service contingent staffing service. Trigyn's practice areas include contingent staffing and related services in the following areas:

- Information Technology,
- Administrative, Clerical and Legal, and
- Call Centers.

Within these practice areas Trigyn has approximately 1,500 resource deployed today, over 90% with our public sector clients.

When Trigyn receives a contingent staffing requirement from a client, Trigyn employs its Resource Selection Process. This process includes 3 key stages - Define, Identify, and Deploy.

Define Stage - Trigyn reviews the client's Service Request and assigns it to a Sourcing Team dedicated to the client's business sector. This step allows us to adjust our process to fit the preferences of the end client and the skills required for the job.

Identify Stage - Our Sourcing Team locates qualified candidates using an escalating process that includes Current Employees, Trigyn's Pre-Qualified Database of hundreds of thousands of Resources, Unsolicited Applications, Employee Referrals, Minority and Women Owned Small Business Enterprises, Specialized Firms, Job Sites, and Periodicals or Trade Publications.

Candidate screening can include phone and in person interviews, technical and soft skills assessments, skills tests, personality profiles and other screenings. After the candidate's work history and certifications are reviewed, the resume and a synopsis of their qualifications are presented to the client for consideration. Trigyn then supports the client's interview process.

Deploy Stage - Once a resource has been selected by the client, Trigyn performs thorough reference and background checks. We facilitate a smooth onboarding by reviewing the conditions of employment with the worker, obtaining signatures on non-disclosure and other client policies, as well as collecting HR information regarding taxes, payroll, benefits, etc.

For clients of our contingent staffing services, Trigyn provides a customizable range of onboarding and screening services which are tailored to provide clients with high quality professionals while ensuring that to all client-required checks are completed and documented. Trigyn provides pre-employment checks for dozens of public and private sector clients providing documented reports of the results which are available to the client upon request.

Examples of pre-employment checks and associated procedures performed by Trigyn for its clients include:

- E-Verify,
- Background Checks,
- Credit Checks,

- Drug Tests,
- Reference Checks,
- Employment History Verification,
- Compliance Measures associated with issues in the Background Checks,
- Education Verification,
- Candidate Screening and Interviewing,
- 1099/Independent Contractor Verification (and management),
- Competency Assessments,
- Drug Tests, etc.

Checks performed by Trigyn are completed using a combination of our own internal personnel and external suppliers. The actual list of checks performed vary based on the requirements of each individual client.

Where pre-employment checks return adverse results, Trigyn’s Human Resources team is specially trained on how to interpret results and advise of the legally compliant options available to Trigyn and its clients. This service allows Trigyn and its clients to effectively manage risks associated with these potentially complex situations.

In addition, for each new hire, Trigyn services include reviewing conditions of employment with the worker, coordinating review and signed acceptance of client policies and procedures, administering anti-harassment and health and safety training and other services depending on client requirements.

Trigyn allows clients to quickly and cost-effectively engage high quality contingent workers and realize all the benefits a contingent staffing program can afford.

Payroll Services for Agency Identified/Referred Talent

Where a client has identified a candidate and wishes to engage them through Trigyn, Trigyn offers Payroll Services whereby the worker is hired as a Trigyn employee, paid by Trigyn and assigned to work at the client site. Because payroll workers are identified by the client, and do not have to be sourced by Trigyn, Payroll Services are offered at a much lower rate than our Contingent Staffing services. Trigyn offers Payroll Workers access to the same comprehensive benefits program that we offer to all our contingent workers.

Trigyn’s Payroll Services allow clients to engage their preferred workers with the ease and flexibility that comes with contingent staffing.

Managed Services

Trigyn manages mission critical technology and other functions for several large public sector entities. Trigyn’s Managed Services programs allows clients to benefit from the scale and best practices of Trigyn’s operations to realize cost savings, efficiency and operational advantages over internalizing these functions.

Trigyn offers Managed Services in the following areas:

1. **Contingent Staffing.** Trigyn manages clients' contingent staffing programs. Trigyn's knowledge and experience in the contingent staffing business allow it to establish and administer comprehensive programs designed to ensure that clients receive the quality resources they need, as they need them, at the lowest total cost possible. Furthermore, Trigyn's Managed Services approach allows the client to keep staffing firms at a distance thereby minimizing disruption from overly aggressive staffing agencies trying to promote their candidates to client hiring managers or trying to induce client managers to circumvent hiring policies.

Trigyn offers a comprehensive set of services which includes custom policy and procedure development, implementation of a Vendor Management System, evaluation and approval of preferred vendors, ongoing engagement with client and vendor staff to ensure optimal program performance, ongoing program management, and client reporting.

2. **Statement of Work (SOW).** Trigyn offers Managed Services for client SOW programs to help them increase efficiency and reduce program costs. Trigyn draws upon its extensive experience in SOW-based projects, to remove the hassles and ease the workload involved.

Trigyn helps clients establish program policies and procedures, draft well written solicitations, provide unbiased reviews of proposals and provide recommendations throughout the process. Trigyn performs this role as an unbiased third party while providing complete transparency to the client. Trigyn services can include reviewing and managing contracts, tracking contractor progress towards project milestones, managing program spend and other related services.

Trigyn's SOW Managed Services are designed to help clients:

- **Reduce project risk** associated with SOW contracts and helping you avoid common pitfalls which can lead to cost escalation.
- **Apply governance** to the SOW process to establish business rules and procedures to streamline the SOW procurement process avoid common mistakes.
- **Ensure quality deliverables** by setting Service Level Specifications, and providing oversight of contractor work to ensure efficient project completion while adhering to client and industry policies, established best practices and standards.
- **Provide transparency** in the form of detailed reporting and analytics as well progress reports from a knowledgeable third party who understands your business and your expectations for deliverables from the SOW.

3. **Learning and Development (L&D).** Trigyn offers Managed Learning and Development services to help clients achieve more with the training and development investment. Trigyn's L&D Managed Services can help clients:

- Establish standards and frameworks to plan and evaluate L&D initiatives.
- Bring forward best in class L&D solutions to meet the client's program needs.
- Integrate learning resources into a common environment to improve usability and program usage.
- Provide a technical solution which allows clients to benefit from our scale and systems to improve reliability, security and cost.

- Create a common evaluation process to allow objective evaluation of learning programs and demonstrate ROI.
- Reduce overall program costs.

Trigyn's Managed Services allow clients to benefit from the robust staffing, SOW and e-learning programs without operational burdens and cost associated with managing in-house programs.

Vendor Management Systems (VMS)

For client's requiring a Vendor Management System (VMS) to help manage candidate submissions from contingent staffing vendors, Trigyn offers several solutions to help meet client needs.

Before recommending a solution, Trigyn would first assess the client's policies and VMS requirements and use this as a guide to identify the best solution.

Depending on the client's requirements, Trigyn can implement an extension of its Resource Management System (RMS) to allow vendors to submit candidates and client staff to manage the interviewing and onboarding process. RMS can be used to manage all aspects of a contingent staffing requirement from:

- creation of the job description,
- distribution of the job descriptions to vendors,
- identification, screening and interviewing of candidates,
- pre-employment checks and onboarding,
- time tracking and reconciliation,
- ongoing reporting to the client, and
- off boarding at the end of an assignment.

In addition to our own proprietary system, Trigyn also works with a range of third-party systems such as SAP Fieldglass, Taleo, Beeline, and others.

Trigyn's VMS consulting services allows clients to select the optimal technology to manage their procurement programs.

1099/Independent Contractor Verification and Management

Engaging 1099 Independent Contractors (IC) can be a risky proposition for companies. Verifying initial and ongoing compliance of IC consultants, ensuring proper worker's compensation classification, and adhering to all the legislative and regulatory policies that apply to engaging IC workers can be a complicated and risky undertaking for a lot of businesses.

Trigyn performs 1099 Verification and Management for hundreds of consultants each year. Trigyn's 1099 management services include the following services:

- Assessing compliance against the IRS 20 Factors Questionnaire,
- Insurance verification,
- Standardized onboarding processes,
- On-going compliance management and verification,
- Invoice and payment management and processing, and
- Legislative & regulatory expertise.

Trigyn's 1099 Independent Contractor Verification and Management services allow clients to engage IC workers without the regulatory hassles or risk.

Recruitment Process Outsourcing (RPO)

Trigyn offers clients a complete Recruitment Process Outsourcing (RPO) solution including the people, processes and technologies to enable companies to improve efficiency and decrease cost. Trigyn's services begin with a consultation on employer branding to help client's put their best foot forward to prospective employees. The scope of services offered can include:

- Requirements planning
- Establishing policies and procedures
- Educating and onboarding client hiring managers
- Engaging with talent
- Managing external vendors
- Compliance auditing
- Screening candidates and coordinating interviews with hiring managers
- Onboarding including pre-employment screening
- Program analysis and reporting.

Trigyn's Recruitment Process Outsourcing services allow clients maintain robust recruitment programs without the accompanying overhead and costs.

Onboarding New Hires

Trigyn onboards more than 500 workers per year on behalf of numerous public and private sector clients. Trigyn excels at capturing a client's pre-employment screening and onboarding requirements and developing a process to ensure required steps are completed quickly with outcomes documented thoroughly. Some examples of checks performed by Trigyn for its clients include:

- E-Verify,
- Background Checks,
- Credit Checks,
- Drug Tests,
- Reference Checks,
- Employment History Verification,
- Education Verification,
- Compliance Measures associated with issues in the Background Checks,
- Candidate Screening and Interviewing,
- Performing mandatory training such as Sexual Harassment, etc.
- 1099/Independent Contractor Verification (and management),
- Competency Assessments,

- Drug Tests, etc.

The results of all checks completed are thoroughly documented including supporting documents and placed in the worker's Employee Record. Where pre-employment checks return adverse results, Trigyn's Human Resources team is specially trained on how to interpret results and advise of the legally compliant options available to Trigyn and its clients. This service allows Trigyn and its clients to effectively manage risks associated with these potentially complex situations.

In addition, for each new hire, Trigyn services can include reviewing conditions of employment with the worker, coordinating review and signed acceptance of client policies and procedures, administering anti-harassment and health and safety training and other services depending on client requirements. Trigyn services can also include requisitioning worker equipment and workspaces and coordinating worker orientations.

Trigyn's services include a quality assurance component to obtain worker and hiring manager feedback on the onboarding process to try and identify areas for improvement.

Trigyn provides companies the peace of mind that comes with knowing new hires properly vetted, documented and equipped to start creating value for their employers from day one.

IT Software Solutions

Trigyn offers world class custom development capabilities spanning a wide range of technologies for public and private sector clients. Trigyn operates two development centers and has deployed project teams that work at various client sites for the delivery of custom IT solutions. Highlights of Trigyn's software solutions services capabilities include:

- Comprehensive application development, maintenance, reengineering and systems integration capabilities.
- Dozens of certifications from various software, equipment and cloud vendors including IBM, Oracle, and SAP.
- ISO 9001:2015 certified
- CMMI Dev V 1.3 Maturity Level-5 certified
- 24X7 help desk and support.

Trigyn offers clients highly capable, efficient and proven software development capabilities allowing us to quickly understand your requirements, and methodically build and deliver well-documented IT solutions.

Tab 7 - Pricing

Pricing has been submitted in a separate Excel Spreadsheet entitled “NCPA RFP 12-20 – Pricing Proposal – Trigyn Technologies 061520.xlsx”.

Tab 8 – Value Added Products and Services

Reporting. Trigyn provides clients with extensive custom reporting capabilities to allow them to track and manage their spend with us. Trigyn works with clients to understand their reporting needs and then develops a plan to implement the processes needed to ensure the clients receives the information they want as per the schedule they request.


Advisory Services. Sometimes it is difficult for an organization to know the best path forward. Trigyn can help. Trigyn possesses an extensive resource pool of management and IT professionals. For client’s facing business challenges, Trigyn can often offer the services of a professional who has knowledge and experience dealing with similar challenges, often in the same industry vertical. Trigyn would be pleased to discuss how our team of professionals can help your business.

Tab 9 – Required Documents

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	Trigyn Technologies, Inc.
Print Name	Thomas A. Gordon
Address	100 Metroplex Drive
City, State, Zip	Edison, NJ 08817
Authorized signature	
Date	6/15/21

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

6/15/20

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	Trigyn Technologies, Inc.
Address	100 Metroplex Drive
City/State/Zip	Edison, NJ 08817
Telephone No.	732-777-4600
Fax No.	732-777-0013
Email address	Tom.Gordon@Trigyn.com
Printed name	Thomas A. Gordon
Position with company	Sr. Vice President
Authorized signature	

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

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

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>