

Solicitation Number: RFP #071321

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Infojini, Inc., 10015 Old Columbia Road, Suite B215, Columbia, MD 21046 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **IT Managed Service and Staff Augmentation Solutions** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires September 10, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at governmentowned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

 The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
 Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

- 1. *Grant of License*. During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
 Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

- 1. Nonperformance of contractual requirements, or
- 2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

 Workers' Compensation and Employer's Liability.
 Workers' Compensation: As required by any applicable law or regulation.
 Employer's Liability Insurance: must be provided in amounts not less than listed below: Minimum limits:

\$500,000 each accident for bodily injury by accident \$500,000 policy limit for bodily injury by disease \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance*. Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance*. During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits: \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits: \$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits: \$2,000,000 per occurrence \$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. 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 nonfederal 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 C.F.R. § 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 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Infojini, Inc.

DocuSigned by: Jeremy Schwartz Bv:

Jeremy Schwartz Title: Chief Procurement Officer 9/8/2021 | 4:59 PM CDT Date:

	DocuSigned by:
By:	Sandrep Hanjani EC2816CD0280408
	Sandeep Harjani

Title: President 9/10/2021 | 12:00 PM CDT Date: _____

Approved:

DocuSigned by: Chad Coavette -7E42B8F817A64CC Βv

Chad Coauette Title: Executive Director/CEO

9/10/2021 | 12:07 PM CDT Date:

RFP 071321 - IT Managed Service and Staff Augmentation Solutions

Vendor Details

Company Name:	Infojini, Inc.
Address:	10015 Old Columbia Rd Suite B215 Columbia, MD 21046
Contact:	Sandeep Harjani
Email:	statebids@infojiniconsulting.com
Phone:	443-257-0086
Fax:	443-257-0086
HST#:	

Submission Details

Created On:	Tuesday July 06, 2021 08:30:53
Submitted On:	Tuesday July 13, 2021 16:15:37
Submitted By:	Sandeep Harjani
Email:	statebids@infojiniconsulting.com
Transaction #:	ecdec032-790a-4a6f-a718-24fab6f6b7b2
Submitter's IP Address:	103.155.210.186

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Infojini, Inc.	*
	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable	*
	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None	*
4	Proposer Physical Address:	10015, Old Columbia Road, Suite B215, Columbia, MD 21046	*
5	Proposer website address (or addresses):	www.infojiniconsulting.com	*
	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Name: Sandeep Harjani Title: President Address: 10015, Old Columbia Road, Suite B215, Columbia, MD 21046 Email: statebids@infojiniconsulting.com Phone: 443-257-0086	*
	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Sandeep Harjani Title: President Address: 10015, Old Columbia Road, Suite B215, Columbia, MD 21046 Email: statebids@infojiniconsulting.com Phone: 443-257-0086	*
	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Infojini Inc. is a full-service Staffing firm focused on end-to-end project success through requirements definition, planning and design, implementation, support, and training. Infojini has provided value-added services to several clients across the United States over the past 15 years.
	1	Infojini is a certified Minority Business Enterprise (MBE) with over 20 offices across the United States. Infojini is a trusted Staffing Services partner and brings the capability of 15+ years of serving to several governmental agencies including (Local, State) of all levels (Citywide, Countywide and State- wide) according to their business expansion plans, improvement needs to achieve their business objectives linked with staffing projects.
		We have ISO certifications in ISO 9001:2015, ISO/IEC 20000-1:2018, and ISO/ IEC 27001:2013 and currently preparing for CMMI audit. We have successfully provided IT professionals to various mission critical projects and has maintained a strong database of IT professionals readily available to work with us.
		Infojini has a healthy business relationship with more than 25 states across the US and is currently holding more than 200 staffing services contracts. Infojini specializes in delivering qualified talent for IT, Healthcare, Accounting and Financial, Scientific, Professional, Procurement, General Services requirement, etc.
		Infojini core values are: • Inclusion • Ethics • Responsibility • Commitment • Integrity
		Our core values form the foundation of how we function as a group and as a team. These values are shared and practiced by every employee at Infojini.
10	What are your company's expectations in the event of an award?	 We expect Sourcewell to: Provide us with the contact details of Point of Contact assigned to this contract. Act as the facilitator between us and the participating entities. Be the governing body and ensure contract compliance. Ensure that the contract terms and conditions are fair for all parties. Ensure the contract complies with the laws and regulations in US and/or Canada regions. Establish administrative and other applicable fees during contract negotiations. Apprise us of the Reporting Instructions and the Invoicing Process.

11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Infojini is a financially stable company with sales of more than \$100M since its inception. We are growing every year since past 7 years. Infojini's revenue for the past 7 years: 2014 - \$7.8m 2015 - \$9.7m 2016 - \$14.2m 2017 - \$15.6m 2019 - \$32.3m 2020 - \$33.4m We are expecting a consistent sustainable growth of around 35 percent for this year driven by client and employee referrals and new contracts. Infojini's Financial Statements for the years 2018, 2019 and 2020 are attached under the Documents section (Financial Statements for the years 2018, 2019 and 2020 are attached under the Documents section (Financial Strength and Stability). Line of Credit: Infojini has an unused Line of Credit of \$1.5 million that will enable us to scale quickly when required. The Line of Credit Letter is attached under the Documents section (Financial Strength and Stability). Durn & Bradstreet Report: Infojini has a PAYDEX Score of 79 and has a Supplier Evaluation Risk Rating of 1 (Low Risk). Infojini's D&B Report is attached under the Documents section (Financial Strength and Stability). Our D&B report highlights the following factors: Most of our Payment Experiences on our report, which can indicate that our business represents a lower risk. There are many Payment Experiences on our report. This indicates that our business will not have any difficulties meeting any payment obligations.
12	What is your US market share for the solutions that you are proposing?	90%
13	What is your Canadian market share for the solutions that you are proposing?	10%
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Infojini has never petitioned for bankruptcy protection.

15	How is your organization best described: is it a	Infojini is a service-based firm specializing in providing IT Consulting and Staff Augmentation Services.
	manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your	Infojini's workforce comprises of 700+ employees, including 60+ Sales Representatives and 220+ Recruiters. Most members of the Sales Team and Account Management Team at Infojini carry an experience of more than 8 years working on the requisitions of Government clients in different verticals.
	written authorization to act as a	Infojini's sales and service teams work from various locations across the United States including but
	distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your	not limited to: o Minneapolis, MN
	dealer network independent or company owned?b) If your company is best described as a	o Columbia, MD o Edison, NJ
	manufacturer or service provider, describe your relationship with your sales and service force and with	o New York, NY o Richmond, VA
	your dealer network in delivering the products and services proposed in this RFP. Are these individuals	o Philadelphia, PA o Boston, MA
	your employees, or the employees of a third party?	o Columbus, OH
		o Chicago, IL o Houston, TX
		o San Diego, CA o Los Angeles, CA
		o Seattle, WA
		Our vast presence in the United States allows us to provide local account management and support services to our clients.
		In the Canadian region, Infojini has offices in Toronto and Vancouver. We plan to establish more offices in other regions of Canada soon.
		Infojini has its own in-house sales team who regularly reach out to potential clients by conducting meetings and sharing our capability statement. Our Sales Team comprises of VP Sales, Sales Manager, Team Lead, Sales Representatives/Executives, Relationship Manager, MIS (Management Information System) Executive, and Market Researcher amongst others. We will assign one Team Lead (Sales) for each State who will be leading a team of Sales Representatives/Executives.
		Our Sales Team conducts selling and marketing efforts by meeting prospective Customers, to listen to their needs and find ways to fulfill them. Our team contacts the Procurement Officers and Program Managers of current and eligible customers and requests for a meeting so that we can present our capabilities. We distribute our capability statement with our Vendor Contract Number and encourage eligible entities to purchase our services through the cooperative purchasing contract. Our Sales Team
		also performs additional marketing activities to promote the Cooperative Purchasing Contract and shares its benefits with the prospective customers.
		Infojini's in-house service force includes the Account Management, Recruitment, and the Service Delivery Teams amongst other administrative personnel.
		We will assign a dedicated local Account Manager and a Recruitment Manager for each contract. Infojini, Inc. Account Managers are responsible for responding to all requests from the client for services, acting as our single point of contact for each and every client.
		Our Account Management Team conducts one-on-one meetings with the Customer to build a healthy relationship with them and assure them that our success lies in their satisfaction. The team speaks with the client regularly to identify opportunities fand to further improve our performance and establish goals.
		We assign one Recruitment Manager for each entity that is part of the Cooperative Purchasing Contract. The Recruitment Manager leads a team of Active and Passive/Proactive Recruiters. Every resource assigned to Cooperative Purchasing Contract participating entity has extensive experience of serving similar staffing requests of other clients. Several of our recruiters are certified Black Belt Recruiters who mentor other recruiters in the organization. We provide quarterly refresher training to all the recruiters for keeping them updated about the changing trends and new technologies, which in turn help us achieve higher customer satisfaction.
		Our dealer network comprises of 60+ subcontractors across the United States. We augment our capabilities by adding subcontractors who could be used on as needed basis for providing staffing solutions. These subcontractors are third-party entities who help us in filling positions in diverse geographic locations across the nation. Infojini will be the face to Sourcewell while subcontractors will help us in marketing the contract by reaching out to the Sourcewell participating entities.
		We manage a strong list of approved sub-contractors and select them based on skills, servicing locations, years in business, candidate pool, expertise, payment terms, experience, recognitions, process and policies, certifications, placement history, clientele, and their diversity status.
		We optimize our subcontractor base on a quarterly basis and remove non-performing subcontractors and add new subcontractors who would be a best fit in strengthening our team. We ensure that the subcontractors sign the Non-Disclosure and Confidentiality Agreement and all the terms between Infojini, and our Client are flowed down to the subcontractor. Our contract agreement with the subcontractor includes the right to audit that restricts the subcontractor to subcontract any further and ensures that the temporary staff will be their direct employee.

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Infojini is certified under ISO 9001:2015, ISO/IEC 20000-1:2018, and ISO/ IEC 27001:2013. Infojini is also in the process of getting CMMI certification. The ISO Certificates are attached separately under the Documents section (WMBE/MBE/SBE or Related Certificates). Infojini has the necessary insurance coverage required to provide IT Managed Services and Staff Augmentation Services. Infojini's insurance policies include but not limited to: • Commercial General Liability • Automobile Liability • Liability • Umbrella Liability • Workers' Compensation • Crime Policy • Employment Practices Liability • Tech Errors and Omissions • Cyber Policy • Network Security Privacy Injury Infojini will provide the Certificate of Insurance when requested by Sourcewell or Sourcewell participating entities.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Infojini has not been suspended or debarred during the last ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Infojini has been included as one of the fastest growing companies by Washington Technology Fast 50 – 2020. The annual Washington Technology Fast 50 is a showcase for the government market's fastest-growing small businesses.
		Link: https://washingtontechnology.com/fast50lists/fast-50-lists/2020/infojini.aspx)
		Infojini is also included in Inc. 5000 – America's Fastest-Growing Companies and in USPAACC's Fast 100 Asian American Business.
19	What percentage of your sales are to the governmental sector in the past three years	80%
	g	Based on our extensive experience working with the government sector for the last 15 years, we have been awarded by Washington Technology Fast 50 – 2020 as one of the fastest growing companies in the government sector.
20	What percentage of your sales are to the education sector in the past three years	8%
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Infojini's annual sales volume for the state-wide government contracts is provided below: State of Maryland 2018 annual sales volume: \$10,149,356.12 2020 annual sales volume: \$10,784,479.82 Total Sales Volume (2018-20): \$27,528,481.06 State of North Carolina 2018 annual sales volume: \$4,837,810.75 2019 annual sales volume: \$4,837,810.75 2019 annual sales volume: \$4,920,058.12 Total Sales Volume (2018-20): \$15,722,112.90 State of New York 2020 annual sales volume: \$4,920,058.12 Total Sales Volume (2018-20): \$15,722,112.90 State of New York 2019 annual sales volume: \$1,669,255.01 Total Sales Volume (2018-20): \$8,805,160.12 State of South Carolina 2018 annual sales volume: \$2,448,513.06 2019 annual sales volume: \$1,818,288.44 2020 annual sales volume: \$1,818,288.44 2020 annual sales volume: \$1,596,939.66 Total Sales Volume (2018-20): \$5,863,741.16 State of Texas 2018 annual sales volume: \$1,664,338.65 2020 annual sales volume: \$1,664,338.65 2020 annual sales volume: \$1,664,338.65 2020 annual sales volume: \$2,188,725.78 Total Sales Volume (2018-20): \$5,333,598.05
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Infojini holds the following two GSA Multiple Award Schedule (MAS) contracts: 1. GSA MAS Contract Number: 47QTCA21D00A2 SIN 54151S Information Technology Professional Services 2. GSA MAS Contract Number: 47QTCA21D00A3 SIN 561320SBSA Temporary Staffing

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Texas Department of Transportation, TX	Yolanda Turk	512-874-9774	*
Kane County, IL	Matt Meyer	630-762-2170	*
Los Angeles County Office of Education, CA	Sonia Hooks	562-922-6289	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of Maryland	Government	Maryland - MD	Provided IT Staff Augmentation Services. We have placed various IT resources such as Application Developer, QA Analyst, Business Analyst, GIS Specialist, Programmer, Project Manager, Testing Specialist, Training Specialists/Instructors, Systems Analyst, Application Architect, System Engineer, etc.	\$200,000 per transaction (average)	\$27,528,481.00	*
State of North Carolina	Government	North Carolina - NC	Provided IT Staff Augmentation Services. We have placed various IT resources such as Technical Writer, Web Developer, Test Scripts Writer, QA Specialist, Business Analyst, Programmer, Project Manager, Software Developer, etc.	\$150,000 per transaction (average)	\$15,722,112.00	*
State of New York	Government	New York - NY	Provided Staff Augmentation Services for IT and General Professional. We have placed various IT resources such as QA Specialist, Project Manager, Business Analyst, Technical Writer, Tester, SharePoint Developer, Software Developer, etc.	\$180,000 per transaction (average)	8,805,160.00	*
State of South Carolina	Government	South Carolina - SC	Provided IT Consulting and Staff Augmentation Services. We have placed various IT resources such as Software Developer, IT Project Manager, QA Tester, Application Developer, Business Systems Analyst, Programmer, etc.	\$150,000 per transaction (average)	\$5,863,741.00	*
State of Texas	Government	Texas - TX	Provided Staff Augmentation Services. We have placed various IT resources such as Software Test Analyst, Developer Analyst, Technical Writer, Business Analyst, Security Architect, Help Desk Specialist, Network Engineer, Data Warehouse Architect, Data Curator, UI Developer, Website Content Technician/Manager	\$150,000 per transaction (average)	\$5,333,598.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item Question

Response *

25	Sales force.	Infojini's workforce comprises of 700+ employees, including 60+ Sales Representatives who have experience working on various IT Staff Augmentation Contracts as well as Healthcare Staffing Contracts. Infojini has its own in-house sales team who regularly reach out to potential clients by conducting meetings and sharing our capability statement. Most members of the Sales Team at Infojini carry an experience of more than 8 years working on the
		requisitions of Government clients in different verticals.
		Our Sales Team comprises of VP Sales, Sales Manager, Team Lead, Sales Representatives/Executives, Relationship Manager, MIS (Management Information System) Executive, Market Researcher amongst others. We will assign one Team Lead (Sales) for each State who will be leading a team of Sales Representatives/Executives.
		 Locations of your network of sales team: Infojini's sales team will be working from various locations across the United States including but not limited to: Minneapolis, MN Columbia, MD Edison, NJ New York, NY Richmond, VA Philadelphia, PA Boston, MA Columbus, OH Chicago, IL Houston, TX San Diego, CA Los Angeles, CA Seattle, WA
		Our vast presence in the United States allows us to provide local account management and support services to our clients.
		In the Canadian region, Infojini has offices in Toronto and Vancouver. We plan to establish more offices in other regions of Canada soon.
		 Number of workers (full-time equivalents) involved in each sector: 60+ Whether these workers are your direct employees: Yes.
		Our Sales Team will conduct selling and marketing efforts by visiting Sourcewell participating entities, to listen to their needs and find ways to fulfill them. Our team will contact the Procurement officers and Program Managers of the Sourcewell participating entities and request a meeting so that we can present our capabilities. We would distribute our capability statement with our Vendor Contract Number and encourage eligible entities to buy through the contract. Our Sales Team will perform additional marketing activities to promote the Sourcewell Contract and share its benefits with the prospective customers.
26	Dealer network or other distribution methods.	Our dealer network comprises of 60+ subcontractors across the United States. We augment our capabilities by adding subcontractors who could be used on as needed basis for providing staffing solutions. These subcontractors are third-party entities who help us in filling positions in diverse geographic locations across the nation. Infojini will be the face to Sourcewell while subcontractors will help us in marketing the contract by reaching out to the Sourcewell participating entities.
		We manage a strong list of approved sub-contractors and select them based on skills, servicing locations, years in business, candidate pool, expertise, payment terms, experience, recognitions, process and policies, certifications, placement history, clientele, and their diversity status.
		We optimize our subcontractor base on a quarterly basis and remove non-performing subcontractors and add new subcontractors who would be a best fit in strengthening our team. We ensure that the subcontractors sign the Non-Disclosure and Confidentiality Agreement and all the terms between Infojini, and our Client are flowed down to the subcontractor. Our contract agreement with the subcontractor includes the right to audit that restricts the subcontractor to subcontract any further and ensures that the temporary staff will be their direct employee.
1		

27	Service force.	Infojini's workforce comprises of 700+ employees, including 220+ Recruiters who have experience working on various IT Staff Augmentation Contracts as well as Healthcare Staffing Contracts. Infojini's inhouse service force includes the Account Management, Recruitment, and the Service Delivery Team. Most members of our Account Management Team at Infojini carry an experience of more than 8 years working on the requisitions of Government clients in different verticals.
		We will assign a dedicated local Account Manager and a Recruitment Manager for Sourcewell participating entity. Infojini, Inc.'s Account Managers will be responsible for responding to all requests from the client for services, acting as single point of contact for the client.
		Our Account Management Team conducts one-on-one meetings with the Customer to build a healthy relationship with them and assure them that our success lies in their satisfaction. The team speak with the client regularly to identify opportunities for improvement and establish goals.
		We will assign one Recruitment Manager for each Sourcewell participating entity. The Recruitment Manager leads a team of Active and Passive/Proactive Recruiters. Every resource assigned to Sourcewell participating entity will have extensive experience of serving similar staffing requests of other clients. Several of our recruiters are certified Black Belt Recruiters who mentor other recruiters in the organization. We provide quarterly refresher training to all the recruiters for keeping them updated about the changing trends and new technologies, which in turn help us achieve higher customer satisfaction.
		Our team uses our internal database and website, electronic boards, user groups, proprietary solutions like TalentDome and social media to develop the pipeline and build the local talent pool in each market. Our Service Delivery Team has more than 20+ years of recruiting experience and is trained in active and passive candidate identification and rapid recruiting. Our referral network, TalentDome, consists of more than 100,000 individuals in a Reddit like community where people from all backgrounds interact, solve queries, discuss the latest in technology and provide referrals for the open job orders that we have.
		 Locations of your network of service team: Infojini's service team will be working from various locations across the United States including but not limited to: Minneapolis, MN Columbia, MD Edison, NJ New York, NY Richmond, VA
		 Philadelphia, PA Boston, MA Columbus, OH Chicago, IL Houston, TX San Diego, CA Los Angeles, CA Seattle, WA
		Our vast presence in the United States allows us to provide local account management and support services to our clients.
		In the Canadian region, Infojini has offices in Toronto and Vancouver. We plan to establish more offices in other regions of Canada soon.
		 Number of workers (full-time equivalents) involved in each sector: 600+ Whether these workers are your direct employees: Yes

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Infojini proposes to use our proprietary tool TalentDome for the ordering process. TalentDome is a self- sourcing requisition tool linked to social media posting, getting referrals from existing consultants or employees. Even before posting a position, we receive resumes of qualified candidates for the upcoming needs of our customers using built-in AI and resume matching features. We have divided this tool with candidates with commercial sector experience and Government sector experience, which helps us quickly source the best fit for our clients based on their vertical. Here is the workflow from creating a position to receiving a submission in TalentDome.
		2) Position appears on Career Page
		3) Candidate applies from career page
		4) Application appears on application listing page
		5) Application goes thru selection process from -
		New->Shortlist->Interview->Make an offer->Onboard 6) Analytics and Reporting: The analytics and reporting will be available to view real time or
		periodic status and performance of their requirements.
		The key features of TalentDome are:
		Quick identification of qualified candidates
		Attraction of talent through referrals
		 Al-based matching resumes with the right jobs Outreach to diversity organizations such as Women In Tech and Veteran Organizations
		 Douteach to diversity organizations such as worker in rech and veteral organizations Potential integration with our transitioning Veteran Application and Freelance Management System such as UpWork
		The tool has other recruitment marketing features that are explained below:
		Mobile-optimized candidate experience - personalized and curated career site content to optmize the lead's experience
		 Search Engine Optimization (SEO) - unlocks job content so that job postings housed within the system appear in search results
		• Job distribution
		· Semantic Job Search - smart search that improves lead job search accuracy by understanding the
		searcher's intent and the contextual meaning of search terms in order to generate more relevant results.
		Predictive Marketing Intelligence - automatically tracks lead browsing history and social profiles to
		recommend open positions.
		SMS campaign functionality
		Automated drip email marketing campaign management
		Invite non-employees to submit referrals.
		Candidate Relationship Management (CRM) Cardinura multiple referred workflows to support different leastions accurately and the support different leastions accurately and the support different leastions accurately accurate
		 Configure multiple referral workflows to support different locations, geographies, programs. Interactive forum and blogging within system
		Social channels and referral management

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and	Infojini's Team of Customer Service Representatives will be available from 6 AM to 11:59 PM Eastern Time to address the requests and/or issues raised by Sourcewell or the participating entities. For healthcare staffing requests and issues, we provide 24x7 support.
	commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Infojini uses FreshDesk Ticketing System to deliver the best customer service. The system allows us to prioritize every ticket keyword and assign it to the specific group. We can set response and resolution time rules for different priority tickets. If the SLA response and resolution time rules are violated, escalation emails are sent to the supervisors. The system is also able to split tickets with several tasks into sub-tickets so that multiple teams can work on them parallelly.
		 We will resolve any escalation or requests from employees and clients with the following timeline and SLA: Issue Acknowledgment: SLA turnaround time is 1 hour. Critical Issue: SLA turnaround time is 2 hours. High Priority: SLA turnaround time is 1 day. Low Priority: SLA turnaround time is 3 business days.
		Infojini's response-time capabilities and commitments: Task 1: Receiving Staffing Requests Description: Infojini will acknowledge Entity's request for contingent worker(s) Timeline: 1 Hour Mode: Email, portal, TalentDome, telephonic requests.
		Task 2: Distributing Requirement to the recruiters Description: Our dedicated Recruitment Manager will distribute the requirement to the Recruiters for finding the best fit after proper analysis. Timeline: 1-4 Hours Mode: Internal portal- Job Diva.
		Task 3: Candidate Sourcing Description: Our Active and Passive recruiters will check their pipeline of available candidates and will also source the candidates with matching skills and qualifications for preliminary interviews. Timeline: 12-24 Hours Mode: Proprietary Database, BullHorn, JobDiva, TalentDome, Job Portals, Social Media, Meetup Groups, LinkedIn Groups, etc.
		Task 4: Candidate Screening Description: Apart from the internal screenings done by the recruiters, Recruitment Manager, and SME's we conduct online assessments using IKM Testing and ExpertRating. Timeline: 12-48 Hours Mode: In-Person/ WebX/ Telephonic/ Online Tools such as IKM Testing, ExpertRating.
		Task 5: Candidate submission Description: Once the recruitment manager finds the best fit, we submit the resume to the Manager of the Sourcewell participating entity Timeline: 4-7 days Mode: Email, portal, TalentDome
		Task 6: Candidate Selection Description: We receive the notification from Sourcewell participating entity related to candidate selection Timeline: Depending on the Entity Mode: Email
		Task 7: Onboarding Description: We initiate background checks and onboarding as soon as we receive intimation from Sourcewell participating entity related to candidate selection. This includes releasing an offer letter collecting all the necessary forms, documents, coordinating with the Sourcewell for preferred joining date, and communicating the same to the candidate, etc. Timeline: Within 2-4 hours after receiving the Entity's notification Mode: Email/ Phone
		Task 8: Performance evaluation Description: Our dedicated Account Manager keeps a check on the performance of our candidates placed with Sourcewell participating entity. We regularly follow up with the client to check if the candidate is performing as per the project milestones. Timeline: Monthly/ Weekly/ Quarterly Mode: Online Tool – SenseHQ, In-person Meetings, Phone/ Email/ WebEx

30	Describe your ability and willingness to provide your products and services to Sourcewell participating	Infojini Inc. is a full-service Staffing firm focused on end-to-end project success through requirements definition, planning and design, implementation, support, and training. Infojini has been providing IT Staff
	entities in the United States.	Augmentation Services for 15 years in the United States and has served 200+ US government agencies. Infojini specializes in delivering qualified talent for IT, Healthcare, Accounting and Financial, Scientific, Professional, Procurement, General Services requirement, etc.
		Infojini is a trusted Staffing Services partner and brings the capability of 15 years of serving to commercial enterprise business firm(s) as well as serving several governmental agencies including (Local, State) of all levels (Citywide, Countywide and State-wide) according to their business expansion plans, improvement needs to achieve their business objectives linked with staffing projects.
		Infojini is ranked as one of the INC 5000 fastest growing companies for the last five years and has also been included as one of the fastest growing companies by Washington Technology Fast 50 – 2020. We have ISO certifications in ISO 9001:2015, ISO/IEC 20000-1:2018, and ISO/ IEC 27001:2013 and currently preparing for CMMI audit.
		We provide highly skilled, and qualified professionals to Fortune 1000 companies as well as several government agencies (Local, State, and cities). Infojini specializes in offering Staffing Services – Temporary, Temporary to permanent, Direct Hiring/ Recruitment Services, Payroll Services, Project Management to Public Sector clients
		We have a strong recruitment team with 220+ technical recruiters and utilize BullHorn, TalentDome, and Job Diva as the recruitment database. This helps us identify candidates by skills and location and candidates willing to relocate to the geographical areas.
		Infojini has a strong database of candidates who could help us to fill the urgent requirements of the Sourcewell participating entities in the shortest turnaround time possible. The Bench Capability of Infojini helps the clients to hire prescreened consultants saving time in lengthy screening procedures. We have a strong pool of 100,000+ prescreened candidates which helps us in providing resumes within 12-24 Hours and placing the candidate within 3-5 days. Our Recruitment team has access to 2 million resumes through JobDiva, Bullhorn, and TalentDome.
		Infojini has multiple alliances with organizations focused on helping Veterans and their spouses to find civilian jobs. Infojini has a collaboration with Reboot - a dedicated Veteran Hiring app that helps Veterans find the perfect job after a through psychometric analysis. We work closely and hire from community colleges and local schools from across the nation. We have access to Handshake – a platform providing access to nation-wide colleges.
		Infojini also specializes in providing Healthcare Staffing Services to various agencies across the United States. We have provided Licensed Practical Nurse (LPN), Registered Nurse (RN), Certified Nursing Assistant (CNA), etc. to various healthcare and medical departments across the United States. We can assist the Sourcewell participating entities in providing the nursing staff and Temperature Screeners.
		We wish to utilize this contract with Sourcewell to provide value-added high quality IT solutions to various entities in the United States by combining technology, skills, domain expertise, process focus and a commitment to long-term client relationships.
		Infojini has received the following testimonials from our clients recommending our services: "Vendor works to accommodate contractors for travel reimbursements, payroll cycles, out of pocket expenses. I was able to get a candidate I needed to sign on with Infojini. Infojini and candidate were able to agree to rates, health benefits, logistics." - Janet Hansel, Project Manager, North Carolina DHHS
		"We have worked with Infojini Inc. for several years. The relationship is built on trust, transparency and a solid understanding of the positions which we desire to fill. Infojini Inc. has been very responsive and partnered with us to place good talent within our organization. They are an excellent resource for our staffing needs!" - Randy Sayers, Project Manager, Maryland Judicial Information Systems
		"We don't use temps very often but when we need temporary workers, Infojini Inc. is our go-to agency. We value our relationship with them and would definitely recommend them." - Patty Torres, HR Manager, Katena Products
		"I have been working with Infojini for the past year now and they have been very responsive with our Michigan market. They have been a great help with our allied and clinical staffing needs and would recommend them to others." - Shahmir Khan Sr. Program Professional HealthTrust Workforce Solutions
		"We started a partnership with Infojini in July 2020. Infojini was brought in to help with a very difficult recruitment effort that required boots on the ground support. The Infojini group was engaged because their understanding of the recruitment efforts and willingness to work on IT requirements was really helpful.
		Infojini put in the work and were able to help us with the candidate pool for the location. Infojini's excellent communication made a difference and in result had us expand their support to other locations in the program. As we provide more opportunities for Infojini, we continue to see them succeed and provide excellent support. Infojini has been a good addition to our Program and we expect to strengthen our partnership as we
		move forward." - Vivek Dhamecha Resource Manager Workforce LogIQ/ Purdue Pharma

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Infojini is registered with Canada Revenue Agency (CRA), our Business Number is 716221510. We have active Business Insurance policies to meet the insurance requirements of Sourcewell as well as those of the participating Canadian entities. We have contracts with Public Guardian and Trustee of British Columbia and Province of Alberta, Province of Nova Scotia to provide Information Technology (IT) Consulting Services. We will use this opportunity provided by Sourcewell to serve more government, education, non-profit, and other public entities in Canada. We will provide value-added high quality IT solutions by combining technology, skills, domain expertise, process focus and a commitment to long-term client relationships.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Infojini at this time will not be serving the following US territories: • American Samoa • Guam • Northern Mariana Islands	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will market our capabilities to the Sourcewell participating entities and would recommend them to utilize the Sourcewell contract for procuring services from us. However, there may be some entities which might use other contract vehicles to procure services from the vendors. The entities will have the right to choose the contract vehicle for procuring services. Infojini WILL serve all the Sourcewell participating entity sectors including but not limited to: • Federal and state government entities; • Cities, towns, and counties/parishes; • Education service cooperatives; • K-12 and higher education entities; • Tribal government entities; • Some nonprofit entities; and • Other public entities. Infojini has 23 regional offices in the United States including an office in Minneapolis, MN. Our nationwide presence will allow us to serve all the Sourcewell participating entity sectors. In the Canadian region, Infojini has offices in Toronto and Vancouver. We plan to establish more offices in other regions of Canada soon. Infojini's other cooperative purchasing contracts do not limit us to promote another contract.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to the participating entities in Hawaii and Alaska and in US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The detailed response to this question is provided in a separate document titled 'Marketing Plan'.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	 Infojini uses Marketing Automation Platforms such as HubSpot for: Leveraging search engines Prospect nurturing Effective social media and email campaigning Aligning Sales with Marketing Team 	
		Infojini will use automated tools that enable us to automate and manage the entire recruitment lifecycle from recruitment management, applicant tracking, contract employee management, social recruiting, employer branding, candidate assessment & engagement, employee referrals, talent identification, evaluation & engagement till onboarding. Following are the tools that we will be using: o Talent Dome – Employee Referral and Sourcing (http://talentdome.infojiniconsulting.com) o SenseHQ – Employee and Client Management (http://www.sensehq.com)	*
		Infojini uses LinkedIn, Facebook, Twitter, and emails to reach out to the clients and candidates.	
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell will be the facilitator between the Sourcewell participating entities and the service-providers and will act as a governing body to ensure contract compliance. Sourcewell will also be involved in ensuring that the contract terms and conditions are fair for all parties and that the contract complies with the applicable laws and regulations in US and/or Canada regions.	
		 Infojini will integrate the Sourcewell-awarded contract into our sales process using the following methods: We will propose to use the Sourcewell contract in our proposals for government bids/solicitations. We will dedicate at least 4 employees to market this contract. We will create a capabilities-specific statement on our website and perform Search Engine Optimization (SEO) so that it is easy to find using Google and other major search engines. We will conduct a social media campaign on government contractor-related social media sites such as LinkedIn, Facebook, and Twitter. 	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, we do not have an e-procurement system. We are working to post the work orders on Ariba procurement system through our proprietary tool TalentDome.	*

Table 8: Value-Added Attributes

Line Item Question

Response *

39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell	Infojini will offer on-boarding training to the Sourcewell participating entities. We will record these training sessions and share it with the entities so that the new staff can use the recordings to train themselves.
	participating entities. Include details, such as whether training is standard or optional, who provides training, and any	We will quarterly refresh the training and would also be available for ad-hoc training. We will not charge any fees for conducting these training sessions.
	costs that apply.	 Infojini will train the staff of the Sourcewell participating entities on various recruitment processes such as: How can they submit requisitions? How will they be able to conduct interviews of our proposed candidates? How will they be able to review and approve timesheets? How will be able to process and submit invoices?
		Infojini will provide virtual training sessions to the Sourcewell participating entities on using our tools such as: JobDiva TalentDome SenseHQ
		These training sessions are part of the standard orientation process and will be free of cost for Sourcewell participating entities. However, the clients will have the option to skip the training if they have prior knowledge about the tools and the processes and do not need the training.
.0	Describe any technological advances that your proposed products or services offer.	Infojini will use automated tools that enable us to automate and manage the entire recruitment lifecycle from recruitment management, applicant tracking, contract employee management, social recruiting, employer branding, candidate assessment & engagement, employee referrals, talent identification, evaluation & engagement till onboarding. Following are the tools that we will be using: • Talent Dome – Employee Referral and Sourcing (http://talentdome.infojiniconsulting.com) • SenseHQ & Mya Chatbot – Employee and Client Management (http://www.sensehq.com)
		Talent Dome – Employee Referral and Sourcing (http://talentdome.infojiniconsulting.com): TalentDome is a tool developed by Infojini for unbiased Sourcing which applies technology to effectively choose the best candidates based solely on qualifications. We use TalentDome as an 'Employee Referral System,' which allows the employees to contribute to attracting the right talent for the company in exchange for a reward Our referral network, TalentDome, consists of more than 10,000 individuals provide referrals for the open job orders that we have. Over the last few years, Infojini has placed more than 200 resources using this solution with an average submittal to hire of 28 percent for hard-to-fill positions.
		The tool helps us in creating and promoting branded talent communities by function, affinity, group, business unit, location, source, university, or event where job seekers and employer representatives and/or other job seekers can engage with each other and share profile information. It is a platform to share and deliver content, resources, advice, and tools to job seekers.
		 The key features of TalentDome are: Quick identification of qualified candidates Attraction of talent through referrals Al-based matching resumes with the right jobs Outreach to diversity organizations such as Women In Tech and Veteran Organizations Potential integration with our transitioning Veteran Application and Freelance Management System such as
		UpWork The tool also has other recruitment marketing features that are explained below:
		 Mobile-optimized candidate experience - personalized and curated career site content to optimize the lead's experience Search Engine Optimization (SEO) - unlocks job content so that job postings housed within the system
		 appear in search results Job distribution Semantic Job Search - smart search that improves lead job search accuracy by understanding the searcher's intent and the contextual meaning of search terms in order to generate more relevant results. Predictive Marketing Intelligence - automatically tracks lead browsing history and social profiles to recommend open positions.
		 SMS campaign functionality Automated drip email marketing campaign management Invite non-employees to submit referrals.
		 Candidate Relationship Management (CRM) Configure multiple referral workflows to support different locations, geographies, programs. Interactive forum and blogging within system Social channels and referral management
		We have invested considerably in our direct sourcing platform TalentDome which gives us access to candidates who are not available on traditional mediums like job boards and social media. TalentDome uses candidate-matching algorithms to leverage large-scale employee referrals from silver & bronze candidates. By targeting users on the channels, they spend time on, TalentDome reduces the cost-to-hire considerably.
		 Robust Talent Pool of Pre-screened Professionals: Helps us get qualified referrals from a pool of pre- vetted professionals segmented according to location & skill set. Eliminates Recruiting Bias: Assesses candidates purely on their skill sets and uses bias-free practices like blind-hiring, structured campaigns, etc.
		 Increases Diversity Outreach: Integrated with major job boards and diversity associations, TalentDome helps us enhance our diversity outreach. Reduces Time-to-hire: Uses AI to target people based on their behavior, actions, preferred channels and much more. Help us reduce the time-to-hire by as much as 30%. Optimizes Campaign Budget: TalentDome helps us optimize our campaign specifics and budget based on real-time results. With TalentDome we can divert budget to channels which are performing better and subsequently reduce the cost-to-hire.
		SenseHQ & Mya Chatbot – Employee and Client Management (http://www.sensehq.com): Infojini utilizes SenseHQ for employee and client engagement. We conduct frequent surveys and touchpoints with our employees and clients to send them reminders to take action, take surveys to analyze their satisfaction, ask open-ended questions to uncover any risks. This will help our account manager to uncover any risk associated with any TO Personnel. Infojini utilizes SenseHQ to conduct employee and client surveys at a bi-weekly interval.

41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Infojini advocates 'Go Green' and avidly promote for eco-friendliness. We believe in reducing, reusing & recycling. We have installed recycling bins in our offices and encourage mindfulness around how we discard waste. We have also reduced paper use at our workplace by going digital. We motivate our employees to participate in green initiatives by arranging monthly green challenges. Credits	
		are given to employees for their go green practices and we have incentivized this program. The employee with the highest credit is awarded as the 'Greenest Infojini Employee'. The idea is to engage each employee towards achieving our sustainability goals which include: • Reducing carbon footprint • Water conservation • Energy efficiency • Waste management	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life- cycle design (cradle-to-cradle), or other green/sustainability factors.	None	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	 Infojini is certified Minority Business Enterprise (MBE) through the following agencies: National Minority Supplier Development Council (NMSDC) State of Maryland, Department of Transpiration State of New York, Empire State Development's Division of Minority and Women's Business Development State of New Jersey, Department of Treasury Commonwealth of Virginia, Department of Small Business and Supplier Diversity (SWaM Certified) The certificates are attached separately under the Documents section (WMBE/MBE/SBE or Related Certificates) 	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Infojini's provides the following services: IT Staff Augmentation Direct Hire Services Payrolling HR and Workforce Consulting Technology Consulting Sourcing and Procurement Consulting Salary Research Veteran Hiring Training 	*
		 Infojini will provide Direct Hire Services to Sourcewell participating entities. Infojini's fee for Direct Hire Services is between 12-20% of the annual salary depending on the type of position. Infojini provides unique research services with regards to the salary trends for various roles across the nation. We have subscription for the following tools: ERI Economic Research Institute (www.erieri.com) PayScale (www.payscale.com) 	
		Infojini has collaborated with Veteran Hiring Organizations in New York. We have collaborated with Reboot which is a dedicated Veteran Hiring app that helps Veterans find the perfect job after a through psychometric analysis and in transitioning veterans and their spouses.	

Table 9: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Describe any performance standards or guarantees that apply to your services	 If Sourcewell participating entities are not satisfied with our personnel's performance, we will provide a replacement within a short duration of time (usually within 1-4 business days). If within the first 40 hours of work an entity is not satisfied with our personnel's work, then we will waive fees for the work performed for the first 40 hours. However, it is important to note that we have not yet encountered a situation where our client was unsatisfied with our personnel's performance. We attribute this success to our thorough recruitment methodology. We will verify the Education and Experience of all candidates before proposing them to the entities. We are willing to sign a performance bond that the Sourcewell or the participating entities deem suitable. 	*
46	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Infojini's Team of Customer Service Representatives will be available from 6 AM to 11:59 PM Eastern Time to address the requests and/or issues raised by Sourcewell or the participating entities. For healthcare staffing requests and issues, we provide 24x7 support. We will resolve any escalation or requests from employees and clients with the following timeline and SLA: • Issue Acknowledgment: SLA turnaround time is 1 hour. • Critical Issue: SLA turnaround time is 2 hours. • High Priority: SLA turnaround time is 1 day. • Low Priority: SLA turnaround time is 3 business days. Infojini's response-time capabilities and commitments: Task 1: Receiving Staffing Requests Description: Infojini will acknowledge Entity's request for contingent worker(s) Timeline: 1 Hour Mode: Email, portal, TalentDome, telephonic requests.	

Task 2: Distributing Requirement to the recruiters Description: Our dedicated Recruitment Manager will distribute the requirement to the Recruiters for finding the best fit after proper analysis. Timeline: 1-4 Hours Mode: Internal portal- Job Diva.
Task 3: Candidate Sourcing Description: Our Active and Passive recruiters will check their pipeline of available candidates and will also source the candidates with matching skills and qualifications for preliminary interviews. Timeline: 12-24 Hours Mode: Proprietary Database, BullHorn, JobDiva, TalentDome, Job Portals, Social Media, Meetup Groups, LinkedIn Groups, etc.
Task 4: Candidate Screening Description: Apart from the internal screenings done by the recruiters, Recruitment Manager, and SME's we conduct online assessments using IKM Testing and ExpertRating. Timeline: 12-48 Hours Mode: In-Person/ WebX/ Telephonic/ Online Tools such as IKM Testing, ExpertRating.
Task 5: Candidate submission Description: Once the recruitment manager finds the best fit, we submit the resume to the Manager of the Sourcewell participating entity Timeline: 4-7 days Mode: Email, portal, TalentDome
Task 6: Candidate Selection Description: We receive the notification from Sourcewell participating entity related to candidate selection Timeline: Depending on the Entity Mode: Email
Task 7: Onboarding Description: We initiate background checks and onboarding as soon as we receive intimation from Sourcewell participating entity related to candidate selection. This includes releasing an offer letter collecting all the necessary forms, documents, coordinating with the Sourcewell for preferred joining date, and communicating the same to the candidate, etc. Timeline: Within 2-4 hours after receiving the Entity's notification Mode: Email/ Phone
Task 8: Performance evaluation Description: Our Dedicated Account Manager keeps a check on the performance of our candidates placed with Sourcewell participating entity. We regularly follow up with the client to check if the candidate is performing as per the project milestones. Timeline: Monthly/ Weekly/ Quarterly Mode: Online Tool – SenseHQ, In-person Meetings, Phone/ Email/ WebEx
Internal Performance Management: We keep a check on the recruitment initiatives and performance. We are a performance metrics-driven organization, so we track various recruitment parameters using a software solution specifically designed for tracking recruitment metrics. The Key Performance Indicators (KPI) we set vary from client to client. We track metrics weekly, and review our approach monthly, making changes if required, to ensure that all ratios are improving.
Our metrics include: Number of Resumes Submitted, Submission to Requisition Ratio: For example, our typical target KPI is to submit at least 4 qualified candidates per opening within 24-48 hours. Our typical recruitment target is to submit to at least 95% of the requirements received. We filter by resume source (social media, employment sites, our database) and determine which source yields the greatest results. Collecting this information over time helps us target our recruitment efforts faster and predicts our ability to fill positions within a certain period. Number of Resumes Selected: Our KPI is that at least 95% of the resumes must be selected by
the client. Interviewing: o How long it takes for a recruiter to reach out after a candidate applies or is identified o Number of Interviews Conducted o Interviews to Submittal Ratio: Our target for recruitment team is that we receive interviews on at least 60% of the requirements Rejections: Our target is to keep it as low as possible for unknown issues and to 0 for
controllable issues. Candidate Back Outs: Our target is to keep this to 0 every month. Retention Rate: We always aim at achieving 95% retention Should Sourcewell or the participating entities require us to submit any monthly/quarterly reports, we would be happy to do so as we have a team that specializes in compliance and reporting. In the last 3 years we received excellent satisfaction scores in terms of the services delivered and the result is the renewal of our contracts very year with recognitions for placing the best resources in shortest turnaround time with an overall satisfaction rate of above 93%.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
	Describe your payment terms and accepted payment methods?	Infojini accepts payments through credit cards, wire transfers, checks, and online payments and we prefer ayment terms on Net 30 basis.
	Describe any leasing or financing options available for use by educational or governmental entities.	Not Applicable *
	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Infojini's Standard Agreement for Staffing Services is attached under the Documents section.
	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Infojini accepts P-card procurement and payment process and will not charge any additional cost to Sourcewell participating entities for using this process.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
51	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable,	We have an hourly fee structure to be charged from the client. We have strong and proven track record to deliver best staffing resources to different federal, state and county agencies since 2006.	
	provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Following is Infojini Inc.'s pricing structure to determine the total cost: Candidate Rate + Markup = Total Cost Fringe + G&A Overhead + Profit = Markup %.	1
		The profit of these candidates provided will be lower than other candidates as these candidates will have a significantly lower recruiting and on boarding cost.	*
		Fringe Benefits, G&A and Overhead: Employer contributed Social Security, Medicare, SUTA, FUTA, Health Insurance and paid time off including Authority holidays and vacation, Accounting and payroll cost of HR, Project Manager, immigration sponsorship (if required), and employee engagement, any other benefits. Infojini's Rate Card is attached separately. These rates are inclusive of the markup	
		rates.	
52	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Infojini will offer 1% discount if payment made within 10 days.	*
53	Describe any quantity or volume discounts or rebate programs that you offer.	Infojini will offer 1% Discounts on task orders above \$250,000.00.	*
54	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Not Applicable	*
55	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre- delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	None	*
56	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	None	*
57	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	None	*
58	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Infojini offers the following distribution and/or delivery methods or options: Off-shore services Near office services On-site services Remote services 	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
59	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
60	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Infojini will assign a Compliance Manager who will have an extensive experience of handling contract reporting activities and is responsible for generating and sharing all the reports requested by the clients such as payment details, and admin fee details. The Compliance Manager will ensure compliance with State, Federal and Local laws. The Compliance and Audit Team will internally audit all the reports regarding our contract with Sourcewell and ensure that we report all sales under the Contract each quarter to Sourcewell. After our contract award, we will meet with the Sourcewell participating entities and explain to them our capability of the various reports that we can provide. Based on the frequency and the kind of reports that they would like to see we will send them the reports during that period. Here are some of the sample report categories we can provide to Sourcewell: 1. Contract Sales Reports - Quarterly 2. Recruitment Reports - Monthly or Weekly 3. Onboarding Reports - Monthly 4. Client Survey Reports - Monthly 5. Employee Survey Reports - Monthly 6. Issue Resolution Reports - Monthly 7. Contract Sales Report: We will provide the monthly report in the format suggested by Sourcewell. We will make payments on or before the due
61	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	date. Infojini measures the contract performance through client and employee feedback. Infojini utilizes SenseHQ for employee and client engagement. We conduct frequent surveys and touchpoints with our employees and clients to send them reminders to take action, take surveys to analyze their satisfaction, ask open-ended questions to uncover any risks. This helps our account manager to uncover any risk associated with any Personnel placed at the client-site. We use SenseHQ to conduct employee and client surveys at a bi-weekly interval. Infojini uses the following metrics to measure our performance: Number of Resumes Submitted, Submission to Requisition Ratio: For example, our typical target KPI is to submit at least 4 qualified candidates per opening within 24-48 hours. Our typical recruitment target is to submit to at least 95% of the requirements received. We filter by resume source (social media, employment sites, our database) and determine which source yields the greatest results. Collecting this information over time helps us target our recruitment efforts faster and predicts our ability to fill positions within a certain period. Number of Resumes Selected: Our KPI is that at least 95% of the resumes must be selected by the client. Interviewing: 0 How long it takes for a recruiter to reach out after a candidate applies or is identified 0 Interviews to Submittal Ratio: Our target for recruitment team is that we receive interviews on at least 60% of the requirements Rejections: Our target is to keep it as low as possible for unknown issues and to 0 for controllable issues. Candidate Back Outs: Our target is to keep this to 0 every month. Retention Rate: We always aim at achieving 95% retention Should Sourcewell or the participating entities require us to submit any monthly/quarterly reports, we would be happy to do so as we have a team that specializes in compliance and reporting. In the last 3 years we received excellent satisfaction scores in terms of the services delivered
62	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1.5% *

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
63	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Infojini will provide the following services: IT Staff Augmentation Direct Hire Services Payrolling HR and Workforce Consulting Technology Consulting Sourcing and Procurement Consulting Salary Research Veteran Hiring Training Infojini will provide Direct Hire Services to Sourcewell participating entities. Infojini's fee for Direct Hire Services is between 12-20% of the annual salary depending on the type of position. Infojini provides research services with regards to the salary trends for various roles across the nation. We have subscription for the following tools: ERI Economic Research Institute (www.erieri.com) PayScale (www.payscale.com) Infojini has collaborated with Veteran Hiring Organizations in New York. We have collaborated with Reboot which is a dedicated Veteran Hiring app that helps Veterans find the perfect job after a through psychometric analysis and in transitioning veterans and their spouses.
64	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Infojini has identified the following services/subcategories that we can provide to the Sourcewell participating entities: Direct Hire Services Contract to Hire Services Payrolling MSP Services Training HR and Workforce Consulting

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
65	Information Technology Managed Service Provider	ଜ Yes ୦ No	Infojini will provide IT MSP services	*
66	Information Technology Staff Augmentation Services	ଜ Yes ୦ No	Infojini will provide IT Staff Augmentation Services	*
	Services related to the offering of the solutions described in Line 64 and 65		Infojini will provide the Services proposed in Line 64 and 65.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
	Describe your contractor candidate recruitment, screening, selection, and retention capabilities and processes.	The response to this question is provided in a separate document titled 'Detailed Response'. This document is attached under the Documents section (Additional Documents).	*
	Describe your process for development of participating entity statements of work, service levels, quality control plans, and performance standards (as applicable).	The response to this question is provided in a separate document titled 'Detailed Response'. This document is attached under the Documents section (Additional Documents).	
	Describe the range of IT MSP or Staff Augmentation service contracts (as applicable) that you have completed in the government sector (smallest, largest, average).	The response to this question is provided in a separate document titled 'Detailed Response'. This document is attached under the Documents section (Additional Documents).	
	Describe the range of IT MSP or Staff Augmentation service contracts (as applicable) that you have completed in the education sector (K-12 and/or Higher Ed - smallest, largest, average).	The response to this question is provided in a separate document titled 'Detailed Response'. This document is attached under the Documents section (Additional Documents).	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 72. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the Exceptions to Terms, Conditions, or Specifications Form immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Term, Condition, or Specification	Exception or Proposed Modification
	Term, Condition, or Specification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing Infojini, Inc. Rate Card.pdf Tuesday July 13, 2021 15:38:45
- Financial Strength and Stability Financial Statements, Line of Credit, and D&B Report.pdf Tuesday July 13, 2021 15:25:19
- Marketing Plan/Samples Marketing Plan.pdf Tuesday July 13, 2021 15:48:16
- WMBE/MBE/SBE or Related Certificates MBE Certificates and ISO Certificates.pdf Tuesday July 13, 2021 15:29:45
- Warranty Information (optional)
- <u>Standard Transaction Document Samples</u> Staffing Service Agreement.pdf Tuesday July 13, 2021 15:56:40
- Upload Additional Document Detailed Response.pdf Tuesday July 13, 2021 15:21:25

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
 - Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <u>https://www.treasury.gov/ofac/downloads/sdnlist.pdf;</u>
 - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
 - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

Solution is box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sandeep Harjani, President, Infojini, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes @ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_16_IT_MSP_Staff_Augmentation_RFP_071321 Mon July 5 2021 12:18 PM	M	4
Addendum_15_IT_MSP_Staff_Augmentation_RFP_071321 Fri July 2 2021 10:01 AM	M	1
Addendum_14_IT_MSP_Staff_Augmentation_RFP_071321 Tue June 29 2021 06:05 PM	V	2
Addendum_13_IT_MSP_Staff_Augmentation_RFP_071321 Mon June 28 2021 05:20 PM	V	1
Addendum_12_IT_MSP_Staff_Augmentation_RFP_071321 Fri June 25 2021 03:26 PM	V	1
Addendum_11_IT_MSP_Staff_Augmentation_RFP_071321 Thu June 24 2021 04:11 PM	M	1
Addendum_10_IT_MSP_Staff_Augmentation_RFP_071321 Tue June 22 2021 04:50 PM	M	3
Addendum_9_IT_MSP_Staff_Augmentation_RFP_071321 Fri June 18 2021 05:25 PM	M	1
Addendum_8_IT_MSP_Staff_Augmentation_RFP_071321 Thu June 17 2021 06:57 PM	M	3
Addendum_7_IT_MSP_Staff_Augmentation_RFP_071321 Wed June 16 2021 06:14 PM	V	3
Addendum_6_IT_MSP_Staff_Augmentation_RFP_071321 Mon June 14 2021 09:42 AM	M	3
Addendum_5_IT_MSP_Staff_Augmentation_RFP_071321 Fri June 11 2021 09:10 AM	M	2
Addendum_4_IT_MSP_Staff_Augmentation_RFP_071321 Wed June 9 2021 04:03 PM	M	4
Addendum_3_IT_MSP_Staff_Augmentation_RFP_071321 Mon June 7 2021 04:39 PM	M	2
Addendum_2_IT_MSP_Staff_Augmentation_RFP_071321 Thu June 3 2021 05:13 PM	V	1
Addendum_1_IT_MSP_Staff_Augmentation_071321 Tue June 1 2021 08:46 AM	V	2