

**Solicitation Number: RFP #071321****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Judge Technical Services, Inc., 151 South Warner Road, Suite 100, Wayne, PA 19087 (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 tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt 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 government-owned 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:

1. 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
2. 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 Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell 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 Sourcwell 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell 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 Sourcwell, the Supplier will pay an administrative fee to Sourcwell 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 Sourcwell 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 the trademark(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.
2. *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.
3. *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:

1. *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 non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 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

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell 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.

Sourcwell

Judge Technical Services, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 9/8/2021 | 5:03 PM CDT

DocuSigned by:
Amy E. Feldman
By: 798D51C88E144F4...
Amy E. Feldman
Title: General Counsel
Date: 9/27/2021 | 6:31 PM PDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 9/27/2021 | 8:36 PM CDT

RFP 071321 - IT Managed Service and Staff Augmentation Solutions

Vendor Details

Company Name: Judge Technical Services, Inc
Address: 151 South Warner Rd. Suite 100
Wayne, PA 19087
Contact: Manish Dabral
Email: mdabral@judge.com
Phone: 610-617-4027
Fax: 610-617-4027
HST#: 232872921

Submission Details

Created On: Thursday May 27, 2021 10:32:11
Submitted On: Tuesday July 13, 2021 09:23:14
Submitted By: Manish Dabral
Email: mdabral@judge.com
Transaction #: 4c5063ff-3054-4f31-a72b-4d3cce967fab
Submitter's IP Address: 108.5.30.196

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell 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 *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Judge Technical Services Inc
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	The Judge Group, Inc (Parent Company of Judge Technical Services, Inc)
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Judge Technical Staffing
4	Proposer Physical Address:	151 South Warner Rd., Suite 100, Wayne, PA 19087
5	Proposer website address (or addresses):	www.judge.com
6	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):	Amy E. Feldman - General Counsel, 151 South Warner Rd., Suite 100, Wayne, PA 19087 Phone: 610-667-7700 x-7444 Email: afeldman@judge.com
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Manish Dabral , Vice President- Public Sector Business 90 Matawan Rd, Suite 102, Matawan, NJ 07747 Direct (610) 617-4027 , Cell (732) 788-4301 Email: MDabral@judge.com
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	NA

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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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.	<p>Judge is an international professional services firm with deep expertise in Consulting, Learning, Staffing and search solutions. We operate across the United States and Canada from 29 locations and proudly serve over 50 of the Fortune 100 organizations across all verticals including government, financial services, healthcare and life sciences, insurance, technology, manufacturing, and telecom/utilities. We place around 7,500 consultants on annual basis. We have an exclusive team to service Public Sector clients.</p> <p>The Judge Group, our parent entity, was established in 1970 and we have been constantly growing and diversifying since then. Judge Technical Services, Inc., (referred to as Judge for the purposes of this proposal), subsidiary of parent entity The Judge Group, was started in 1986.</p> <p>As a leading provider of professional services nationwide, Judge is uniquely qualified to provide the required services. Over the years, we have added to our staffing expertise, and today Judge provides a full lineup of professional services. Today, Judge has grown to a \$450 million enterprise. Judge is a corporation with around 1,300 employees. Our goal is to exceed expectations through our ability to provide a complete portfolio of solutions delivered through professionalism, ethics, innovation, and hard work. Judge is built on dedication and a commitment to excellence.</p> <p>Vision of Judge : To provide the best technology, talent and learning solutions in the world.</p> <p>Mission of Judge : Working at the crossroads of people and transformative technologies, The Judge Group delivers innovative business solutions – powered by top talent – to match strategic goals, so that opportunities can be realized now and in the future.</p> <p>Core Values:</p> <ul style="list-style-type: none"> • Do the Right Thing – As individuals and as a company, we are honest, ethical, and held accountable for everything we do. We believe that by doing the right thing, we attract the best talent, build lasting relationships and achieve the highest results for ourselves and our clients. • Family Matters Most – In today's digital age, people seem to communicate more but connect less. At Judge, we aim to create personal relationships with our clients and our candidates; every business opportunity and placement is a chance to grow our family. Building that life-long connection is at the core of how the extended Judge family conducts business. • Be the Solution – Our technology solutions make our clients more competitive. Our talent solutions align candidates' career goals with client needs, and our learning solutions enhance the performance of our clients' workforce. In everything we do, we are committed to meeting needs and exceeding expectations. • Communication is Key – Within our company, with our clients and with our candidates, Judge strives to continue an ongoing conversation, communicating openly and honestly. We've found the best way to foster long-term relationships is through frequent and candid dialogue, especially as today's world is constantly changing. • Get Through Giving – We believe that our workplace is an extension of the community, and we strive to actively improve those around us. We encourage our employees to bring their passions to work because we believe that our work environment is as important as work itself. At Judge, we help our employees help others and make it personal. • Work Hard to Play Harder – We set aggressive, yet attainable goals, and immediately set out to achieve them. Work-life balance is not just a buzz-phrase at Judge, it's a firm belief that success should be celebrated, hard work is rewarded, and competition pushes us to be our best. <p>These founding principles form the day-to-day activities at Judge are at the root of our core values. These core values guide us on our continuing journey to provide the best staffing, consulting, and learning services.</p>
10	What are your company's expectations in the event of an award?	To finalize the Scope of Work, discuss in detail the objectives of this RFP, identify all the stakeholders and their roles, finalize the Operating Procedures and the communication plan for the ongoing activities, we would find a detailed meeting with Sourcewell particularly helpful. Our expectation is that Sourcewell will have an understanding of our strengths and capabilities and pass that understanding on to the participating clients.
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.	Judge is a financially healthy company with annual revenue of \$450 Million. Please see financial reports attached.
12	What is your US market share for the solutions that you are proposing?	1% of US Market Share. (95% of Judge's revenue derives from US business)
13	What is your Canadian market share for the solutions that you are proposing?	<1% of Canadian Market Share. (3% of Judge's revenue derives from Canadian business)
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
15	How is your organization best described: is it a 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 written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Judge can be best described as a service provider. Our sales team is made of our own employees. Currently we have a sales team of around 400. Our service force includes employees, associates and vendors on some occasions. Judge intends to service Sourcewell through its own employees and associates. Our associates are independent contractors who have been working with us for a long time but prefer to be paid as 1099s instead of W2. In some cases, to promote Diversity, Judge will be utilizing diverse suppliers. Judge provides partnership opportunities to companies owned by diverse suppliers. Judge's Diversity Supplier Program has been designed to ensure that diverse and local Enterprises are provided the procurement opportunities and commensurate economic growth that results from engaging in business with Judge and in turn, our clients. Our Best-in-Class program supports an overall commitment to diversity and disadvantaged businesses partners with 300+ vendors including Minority-owned, Woman-owned, Veteran-owned, Disabled Veteran-owned, LGBTQ-owned and Disadvantaged Business Enterprises.

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.	Judge will review all the certifications required to perform any task under this contract. If Judge does not have the required certification for any task, Judge will attain the certification before performing the task. Judge's data center is SOC1 and SOC2 certified. Judge is ISO 27001 compliant. Judge is HIPAA compliant.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

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	<p>Latest accomplishments of The Judge Group:</p> <ul style="list-style-type: none"> • Judge wins ClearlyRated's 2021 Best of Staffing Client and Talent Diamond Awards for Service Excellence for the sixth consecutive year. • Judge named a Winner of the 2021 Top Workplaces Award by Energage. • Judge Consulting Group named a 2020 "Top Digital Transformation Consulting Company" by CFO Tech Outlook. • Judge Learning Solutions Receives the Brandon Hall Group Gold Award for Excellence in Learning in 2020. • Judge ranks as one of the 2019 Largest IT Staffing Firms by Staffing Industry Analysts (SIA). • TAPFIN recognized Judge with Elite Partner Award – 2017 and 2018. • Judge has been named to SIA's list of Largest U.S. IT Staffing Firms for 2017. Judge advances to 12th on the list. • At its Annual Supplier Summit in Detroit, MI, Bartech presented Judge with their Exceptional Supplier Excellence Award. Judge is one of 5 suppliers to receive the award out of a field of over 1,600 agencies supporting Bartech and Guidant Group clients across the globe. • Agile-1 honored Judge with the Gold Award for Supplier Excellence Award. • ZeroChaos recognized Judge as Proven Performer for 2017.
19	What percentage of your sales are to the governmental sector in the past three years	6.5%
20	What percentage of your sales are to the education sector in the past three years	2.2%
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?	<p>Some of the public sector clients for whom Judge has provided talent solutions are:</p> <ul style="list-style-type: none"> • Pennsylvania Higher Education Assistance Agency – PHEAA • Chicago Public Schools • Northwestern University • California State University • State of Michigan (via University of Michigan) • State of Colorado • State of Georgia • State of Florida • State of Indiana • State of Ohio • State of Kentucky • Commonwealth of Pennsylvania • State of Oklahoma (Dept. of Health) • First Judicial District of the Commonwealth of Pennsylvania • New York City Department of Information Technology and Telecommunications • City of Philadelphia Department of Revenue • Oakland County, Michigan • Snohomish County, WA • Wayne County Airports Authority, Michigan.
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?	NA

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Snohomish County, WA	David Baxter- Application Manager	(425) 388-3243
University Of Michigan	Anna Wood - Contract Admin	(734) 647-6026
Oakland County, MI	Richard Brower- Purchasing	(248) 858-5483

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 University	Education	Michigan - MI	IT Staffing	Received 270 Job orders . Made 1135 resume submissions. Had 486 candidate Interviews and 108 joining offers.	\$1.5 Million to \$2.5 Million.
County Government	Government	Michigan - MI	IT Staffing	Received 200 Job orders . Made 454 resume submissions. Had 107 candidate Interviews and 13 joining offers.	\$2 Million to \$3 Million.
Province Government	Government	ON - Ontario	IT Staffing	Received 606 Job orders . Made 436 resume submissions. Had 61 candidate Interviews and 20 joining offers.	\$1 Million to \$2 Million.
State Department of Health	Government	Oklahoma - OK	IT Staffing	Received 10 Job orders for multiple positions for each. Made 106 resume submissions. Had 26 candidate Interviews and 15 joining offers.	\$500 K to \$1 Million.
State University	Education	California - CA	IT Staffing	Received 55 Job orders. Made 134 resume submissions. Had 27 candidate Interviews and 6 joining offers.	\$500 K to \$1 Million.

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell 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.	Judge has its own sales force of around 400 employees working from our 29 locations in the USA and Canada covering all major cities and states. Our salespeople have an average of 12 years of industry experience, with 35% of our current sales force having been with Judge for over 10 years. Furthermore, our employees are reliable and customer-centric.
26	Dealer network or other distribution methods.	<p>Judge intends to service Sourcwell with our own employees and associates. Our associates are independent contractors who have been working with us for a long time but prefer to be paid as 1099s instead of W2. Judge has not identified any specific subcontractor or dealers at present for this assignment. Judge has all the tools and resources to complete this assignment on our own. In some cases, to promote Diversity, Judge will be utilizing diverse suppliers and dealers. Judge provides partnership opportunities to companies owned by diverse suppliers. Judge's Diversity Supplier Program has been designed to ensure that diverse and local Enterprises are provided the procurement opportunities and commensurate economic growth that results from engaging in business with Judge and in turn, our clients. Our Best-in-Class program supports an overall commitment to diversity and disadvantaged businesses partners with 300+ vendors including Minority-owned, Woman-owned, Veteran-owned, Disabled Veteran-owned, LGBTQ-owned and Disadvantaged Business Enterprises.</p> <p>As a premier staffing supplier, Judge actively seeks partners to supply contract resources within a number of disciplines. We include Diverse partners to assist Judge with fulfillment. Our successful program helps both Judge and our clients meet Diversity participation goals and ensure contract compliance. Judge regularly performs outreach activities to attract new suppliers such as contacting minority and small business trade associations and requesting sources from the US Federal Contractor Registration (USFCR) and other similar associations at the state and local level. Judge has developed a best-in-class process to validate second tier Diverse suppliers and sub-contractors. Judge has implemented a formal program that provides for the inclusion of a Supplier Diversity solution.</p> <p>Judge maintains a database of current certificates for the diversity-certified companies with which we partner. Examples of credentialed certifying agencies we accept:</p> <ul style="list-style-type: none"> • Certifications issued by local government authorities like states, cities, transportation departments, port authorities, etc. • National Minority Supplier Development Council (NMSDC) • Women's Business Enterprise National Council (WBENC)

27	Service force.	<p>Judge employs about 4,000 professionals in the US and Canada. Currently Judge has a team of over 300 recruiters backed by our own proprietary candidate database EDGE. EDGE provides access to 7.5 Million professional to our recruiters. EDGE remains four years ahead of staffing industry standards and greatly helps our recruiters increase speed-to-market. This ensures that our clients are getting the best candidates at a more rapid pace than our competitors can provide. Our consistent investment in technology, such as our use of the HackerRank online product to pre-screen technical candidates, has proven to be a constant competitive differentiator. Furthermore, much of our technology uses artificial intelligence (AI), machine learning and predictive analytics, which allows us to tailor fit everything we do individually to our clients. EDGE utilizes the power of machine learning, Artificial Intelligence (AI) and predictive analytics to match candidates with the best fitting jobs. Received job orders are automatically added to EDGE. EDGE also gathers information from job boards, streamlining the whole process. Our EDGE system automatically harvests new resumes from career boards daily and those resumes are electronically matched against job requirements that have been entered into our system. The Artificial Intelligence (AI) and machine learning algorithms instantly match candidates to jobs, resulting in 30% faster time-to-submit ratios. A recruiter simply pulls up a position that he/she is working on in our system and EDGE will display the top 50 candidates to contact for that position, based on a search algorithm that involves a variety of customized variables, which are far more comprehensive and intuitive than simple keyword matching. Judge recruiters proactively pipeline candidates and are intimately involved with clients' resource strategy and forecasted demand.</p> <p>Currently our database has over 7.5 Million resumes from North America covering all the skills required by this RFP. Judge plans to hire more local recruiters in the coming years to expand the IT contract resource candidate pool to increase our ability to service qualified candidates. Our recruiters will continue to attend local job fairs, local professional and online events to improve our access to hard to find candidates through diverse geographic locations throughout North America. We are confident in our ability to find any hard-to-fill requisitions with our dedicated team of recruiters and the tools we have.</p>
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Judge will service this contract through a Single Point Of Contact (SPOC) methodology. All orders from Sourcewell will be received and processed by our SPOC/ Account Manager. We will have Manish Dabral, our VP for Public Sector Business serve as the SPOC/Account Manager for this contract. Manish holds a master's degree in Business Administration and is a certified PMP practitioner. He has been servicing various cities, counties, states and educational organizations for their staffing and projects needs for the past 15 years. If the contract is awarded to Judge, a meeting will be proposed with Sourcewell during which requirement gathering, communication plans, quality control plans, required service levels, and reporting requirements will be finalized.</p> <p>Our Account Manager/SPOC will serve as the primary point of contact for all aspects and will have the following responsibilities:</p> <ul style="list-style-type: none"> • As the dedicated SPOC, he will be available via cell phone on a 24/7 basis, off-hours and when not on-site. • Responsible for Judge, Sourcewell and client relationship. Maintain close relationships with key client management to ensure satisfaction. • Engage both a local and company-wide delivery model (Over 300 Recruiters across 29 offices) to support the Sourcewell's hiring requirements and ensure quality placements. Manage an exclusive team of 20 recruiters that will be assigned to serve this account. • Provide continued support and management of our consultants. • Management of consultants' performance to ensure expectations are maintained/exceeded. • Facilitate the internal on-boarding and off-boarding requirements . • Coordinate all on-boarding requirements with Judge's Centralized Compliance Department to ensure 100% compliance. • Assist hiring managers in defining their consultant needs when required • Work in collaboration with a dedicated recruiting team and Project Manager to facilitate a successful delivery. • Understand and make sure all the agreed upon service level agreements are followed. • Work with Sourcewell to identify any potential risk and take proper steps to mitigate those risks. • Periodically review the account and proactively identify and resolve any issue. <p>In addition to the Account Manager, the following team and key personnel will be actively involved to make this engagement a success.</p> <ul style="list-style-type: none"> • Executive Management Team Member (20+ years of US Staffing experience). Responsible for maintaining the relationship between Judge and Sourcewell and resolving any issue if the client is not satisfied with the Account Manager. • Senior Delivery Manager (16 + Years of US Staffing Experience). Responsible for the quality of submissions. Judge is proposing Puneet Gupta, a seasoned Delivery manager with 16 years of US staffing experience. (Please see attached resume in Appendices). • Delivery Manager (14+ years of US Public Sector staffing experience). Responsible for ensuring that the proposed candidates possess the required qualifications and competencies to perform the assignment to the fullest capacity, and furnish complete, detailed references for each successful candidate. Judge is proposing Ayan Bandyopadhyay a seasoned professional who has been in the US Staffing industry since 2006. • A Recruiting Team of 30+ members (Average experience: 10 years of US / Canada Staffing). Responsible for attracting and retaining quality candidates. They will identify and source candidates, advertise specific available positions to reach potential candidates, and screen possible candidates. Proactively source, recruit, and maintain a network of quality local candidates and subcontractors for Sourcewell's consideration for temporary, direct hire and temp-to-hire requirements. • A Human Resources & Operations Team of 6 members (10+ years of US Staffing). Responsible for Employer Verification, References, W2, W4, I-9 documents verification of employability as per E-Verify guidelines. • An Accounting & Payroll Team of 6 members (10+ years of US Staffing experience). Responsible for performing all contractual obligations with the candidate, such as employment agreements, tax forms, timekeeping and payroll.

29	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>During every consultant engagement, we believe in having the right resources for the correct amount of time. Judge believes that we have a unique and scalable solution to this challenge: Our Resource as a Service On-Demand Model (RaaS). Our RaaS model allows us to manage and monitor the resources of the Development team, scale up and down in a responsive manner based on current need, all while providing the quality necessary to deliver solutions to meet our Clients needs, while ultimately providing a savings in cost. Our RaaS model provides the following benefits that we believe meets the goals of Sourcewell:</p> <ul style="list-style-type: none"> • Scalability: The ability to change the size of the team in an on-demand and responsive manner, based on project load, priority and timeframes. • Onboarding Efficiency: Assist and provide management of the team to scale it properly with as little lag as possible, to facilitate the start and execution of new work. • Operational Efficiency: To provide quality and meet the desired goal of development needs from both a time perspective and cost perspective. • Cost Savings: To provide peak performance while minimizing the costs associated with a multi-resource team. • The RaaS "on demand" framework provides qualified resources to Judge clients within predetermined SLAs. Judge maintains a pool of resources who can be quickly onboarded, managed, and offboarded for clients within agreed time frames. <p>The Primary Elements of the RaaS Process Framework Are:</p> <ul style="list-style-type: none"> • Onboarding/Offboarding • Skills Inventory • Planning & Forecasting • Performance Management • Status Reporting (when desired or required) • Client Artifact Knowledge Base/ User Training <p>Onboarding/Offboarding: Judge will onboard resources based on the client's needs and Judge tech screening process. Once the resource is onboarded, he/she is assigned to the client project(s). Once the project is completed, the resource will be assigned to other project(s) based on the forecast or Judge priorities. All onboarding processes will be subject to the Client's mandatory process.</p> <p>Skills Inventory: Judge maintains a skills inventory database that identifies the capability and capacity of the RaaS resource pool. This database enables Judge to quickly determine which skills are readily available within the existing RaaS resource pool, or if additional skills need to be acquired.</p> <p>Planning and Forecasting: Judge will work closely with the client-assigned resource to forecast their resource needs over agreed time horizons (monthly, quarterly, etc.). Judge will use this information to plan and optimize the RaaS resource pool for maximum efficiency and responsiveness to the client's needs. Judge will not discuss the project details or future work with anyone else.</p> <p>Estimating: Judge will work closely with the client to conduct a combined estimation process with the client. The estimation process will look at the goal of the project, the business and functional specifications of it, the desired technical implementation, the timeframe-to-deliver, budget and the overall priority of the project. All these criteria together will allow Judge to establish a proper plan to deliver the proposed project in the timeframe allotted. In an agile team environment, the estimate of work efforts is finalized and agreed by the team and Judge resources will align with the team's expectation.</p> <p>Performance Management: It is imperative that the RaaS resources meet/exceed the client's expectations and Judge's standards for performance and delivery quality. Depending on the type of resource, the Judge Account Manager will meet as needed with the resource and obtain feedback from the client to ensure the resource is performing to the client's expectations. Judge resources are subject to the Client's SLAs covering the SDLC life cycle and end user training.</p> <p>Status Reporting: Judge will prepare and submit a monthly scorecard to the client based on the performance metrics monitored by Judge. This report will be used to provide visibility and make adjustments, if needed. This scorecard is applicable only when Judge is engaged full scale with the Client. This is not applicable for any partial engagement.</p> <p>Knowledge Base: Reusable knowledge or intellectual property (IP) is gained during a client engagement. The IP could be related to technologies, processes, or software artifacts that can be leveraged in repeated engagements with the Client. Judge will maintain a searchable knowledge base to store these learnings and IP assets within the Client premises and they will be considered Client property. All information will adhere to the agreed upon non-disclosure terms set forth by the Client.</p>
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Judge is willing and able to provide services to all participating entities in the United States. Judge has all the required resources to provide required services to all the states in the U.S.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Judge is willing and able to provide services to all participating entities in Canada. Judge has all the required resources to provide the required services to all the provinces in Canada.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are willing and able to serve the entire North American region. We operate 29 locations in the USA and Canada and have the capability to serve all North America.
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?	None
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None

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.	<p>If we are awarded the contract, our marketing strategy will include the following:</p> <ol style="list-style-type: none"> 1. Understanding current Clients: Judge will work closely with Sourcewell to gain knowledge of the clients already enrolled in this program. We will put all required effort to gain inputs on their requirements, needs, size and locations. 2. Identifying prospective Clients: Judge will work closely with Sourcewell in identifying new prospective clients and will work with Sourcewell by sharing all knowledge and expertise required to enroll new customers under this cooperative purchasing umbrella. 3. Segmentation of the Clients: Based on the information collected on current and prospective clients, we will segment the client under various categories. We will identify our target clients based on our expertise and their needs. 4. Relationship building with Target Clients: Judge will invest heavily in relationship building with the target clients. There will be significant relationship building done during this phase. Our team will be in constant touch with Sourcewell and clients to understand their needs and pain points. Judge will collect information about decision makers and their level of willingness to share their long-term goals. Judge will invest resources to gain knowledge about their current IT landscape and their future plans. Judge will identify the areas where they need our support. Relationships will be built during one on one meetings, conference calls, presentations, attending relevant trade shows and seminars. Cold calls, social media networks and email campaigns will be utilized when required. We will continue to nurture these relationship as we serve the clients. 5. Market our Services: We will reach out to the target clients using our strengths and with details on how we can help them. When required and when possible, we will offer discounts and value-added services. A dedicated account manager will be appointed to serve the clients. Subject matter experts will be called in as and when the need arises. A team of well experienced recruiters, along with a resource manager, delivery manager, human resource manager, operations manager and accounting manager will be assigned to work with the account manager to service clients.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Judge will use multi-channel communication methods to increase brand awareness and customer engagement. Search engine optimization methods will be engaged. Social media will be used to refine our segmentation strategy and to reach a narrow target audience. Artificial intelligence will be utilized to detect any opportunity signals from various social media sites and campaigns will be run to target those clients in collaboration with Sourcewell. To fulfill the client needs, omni-channel marketing strategies will be used to acquire the right resources.
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's role in promoting contracts arising out of this RFP will revolve around a fruitful partnership between Judge and Sourcewell during which our capabilities and strengths are understood, and we are introduced to commensurate opportunities. Any contract awarded to Judge by Sourcewell will be integrated into our sales process in a seamless manner. We have a team servicing public sector clients and we have the resources and capability to scale up, even on short notice if awarded a contract by Sourcewell.
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.	Judge has its own ATS and CRM system. All communications including any procurement and hiring documents to and from any client and candidate are recorded in our ATS and CRM. We have used multiple e-procurement systems, but usually these are provided by client or their MSP. We will be able to quickly adapt to any e-procurement system provided by the client or Sourcewell.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Judge has been delivering corporate learning solutions and strategies to clients for close to three decades and has delivered over 30,000 learning projects utilizing a network of over 18,000 learning professionals worldwide. We work with clients to train up their teams to fill skill gaps, develop and deliver enterprise learning and performance support, and facilitate organizational change management initiatives. We offer thousands of courses including IT training and professional development training. Our courses can be delivered through instructor-led training or virtual instructor-led training in a group or individual setting. We base our training on practical concepts with real world applications and take pride in preparing our learners to apply their training as soon as they complete a course.</p> <p>Our custom company learning solutions help organizations address areas of need in their workforce or processes and are rooted in a deep understanding of the client's goals, company culture, and the learning audience. In doing so, we have delivered courses that have become foundational elements for our clients and have been recognized for their Excellence in Learning by the Brandon Hall Group, year over year.</p> <p>These training are optional and costing can be on time and material or fixed cost basis depending on client's preference and scope.</p>

40	Describe any technological advances that your proposed products or services offer.	<p>Judge's services begin with company and client goals in mind. We work with key stakeholders to gain a firm understanding of the unique challenges facing the organization before providing the latest and greatest solution. Our team harness technological advances as a competitive advantage and constantly seek latest, faster and better technologies to improve our solutions. Keeping abreast of new developments in technology is an ongoing process at Judge. We start with strategy to ensure clear understanding of the needs and aligning our process & services with the business process and current capabilities. This approach allows us to deliver:</p> <p>Operational Excellence – We help you establish the operational capabilities to deliver more consistent and reliable results than the competition.</p> <p>Develop New Capabilities – We'll help you define a digital strategy that will extend beyond the traditional boundaries of your organization.</p> <p>Assessments & Roadmaps – We apply a data-driven, value-based approach – optimizing your organizational objectives and constraints.</p> <p>Manage Cost & Budget – Our team works closely with clients every step of the way to communicate, measure, and report with an eye towards continuous improvement. This approach to enterprise IT consulting services allows us to manage costs and stay within agreed upon budgets.</p> <p>Guaranteed Quality Resources – Our standards and expectations are high. Judge follows a performance management process to ensure that our resources are performing well and meeting or exceeding client expectations.</p> <p>Our experienced professionals help make organizations better and allow teams to focus on their core business goals. Whether it is application development, project management, IT infrastructure consulting, or resources as a service (RaaS), our team works alongside companies to drive proven results and meet our client's needs.</p>
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.	<p>Judge maintains high standards for sustainability and corporate responsibility. Judge trains new-hires as well as actively promotes environmentally conscious and ethical behavior among our employee workforce - posting our policy and expectations for employees to view in common gathering areas. The importance of environmental stewardship ranks high in Judge's collective corporate conduct. Specific steps Judge has taken towards our "green" environmental goals include:</p> <ul style="list-style-type: none"> • Reduction of paper usage by use of electronic communication whenever possible. • Use of recyclable bins and disposal. • Elimination of Styrofoam and other environmentally harmful products. • Energy saving power-down of corporate computers nightly. • Use of efficient Energy Star appliances and office equipment. • Low-flow and/or auto-shutoff kitchen and bathroom faucets. • Recycling and/or donation of used office equipment and furniture. • Base facility of headquarters location certified by the U.S. Green Building Council as LEED GOLD. • Utility-rebate qualifying LED office lighting on motion-detection setting after standard business hours. • Encouragement to "eat in" with ample cafeteria space plus outdoor picnic tables, fountain and trails. • Shuttle service from key public transportation centers to headquarters.
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.	<p>Base facility of headquarters location certified by the U.S. Green Building Council as LEED GOLD .</p>

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.	<p>Judge is not a WMBE or Veteran owned business.</p> <p>Judge places high importance on selecting, recruiting, hiring, and retaining racially and linguistically diverse employees. Diverse candidates constitute about 65% of Judge's placements. This includes Women, African Americans, Hispanics, Asians, Native American, Veterans and the Disabled. Judge recognizes that we have a corporate social responsibility to act as a contributing asset to both our business and local communities. We actively strive to support ethical and diverse business practices and work to be a model organization.</p> <p>Judge provides partnership opportunities to companies owned by diverse suppliers. Judge's Diversity Supplier Program has been designed to ensure that Small Business Enterprises are provided the procurement opportunities and commensurate economic growth that results from engaging in business with Judge and in turn, our clients. Our Best-in-Class program supports an overall commitment to diversity and disadvantaged businesses partners with 300+ vendors including Minority-owned, Woman-owned, Veteran-owned, Disabled Veteran-owned, LGBTQ-owned and Disadvantaged Business Enterprises.</p> <p>As a premier staffing supplier, Judge actively seeks partners to supply contract resources within a number of disciplines. We include Diverse partners to assist Judge with fulfillment. Our successful program helps both Judge and our clients meet Diversity participation goals and ensure contract compliance. Judge regularly performs outreach activities to attract new suppliers such as contacting minority and small business trade associations and requesting sources from the US Federal Contractor Registration (USFCR).</p> <p>Judge has developed a best-in-class process to validate second tier Diverse suppliers. Judge has implemented a formal program that provides for the inclusion of a Supplier Diversity solution.</p> <p>Judge maintains a database of current certificates for the diversity-certified companies with which we partner. Examples of credentialed certifying agencies we accept:</p> <ul style="list-style-type: none"> • Certifications issued by local government authorities like states, cities, transportation departments, port authorities, etc. • National Minority Supplier Development Council (NMSDC) • Women's Business Enterprise National Council (WBENC) <p>Judge continually tracks Tier 2 diversity spend and can provide supplier diversity utilization reports on any desired frequency.</p>
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?	<p>Our key differentiators that make us stand apart from our competitors are:</p> <ul style="list-style-type: none"> • 50+ years of successful track record servicing clients. • Inhouse state-of-the-art proprietary Database of over 7.5 million candidates covering all required skillsets. We are always looking to add talented professionals to our team. • Our recruiters make continuous efforts to reach out to previously undiscovered passive local candidates. • Quick turnaround of quality candidates with submittals within 48 hours to clients. • Capability to have consultants join project within 3 business days when required. • Corporate mandate of delivering 100% customer satisfaction. • Cost effective, reliable and quality resources vetted multiple times by our recruiters. • Dedicated Account Manager with involved and responsive management.

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	<p>Ensuring performance standards and satisfaction of our clients are top priorities for Judge. We pride ourselves in providing highly qualified and engaged professionals. Judge has implemented a formal Contractor Evaluation Program that includes the use of online evaluations and provides quantitative and qualitative reporting on all aspects of service delivery. This program allows our clients to regularly share feedback about Judge contractors and assists in the proactive management of Judge resources. The evaluation process provides immediate and continual feedback related to a contractor's role and quality of performance during their assignment, thus identifying concerns and/or changes more rapidly.</p> <p>Through this program, Judge Account Managers collaborate with our Client Managers and complete a 5-point web-based evaluation on each Contractor. Implemented on a quarterly or semi-annual basis, according to client specific expectation, this process has attributed to Judge's 92% level of IT Contractor Retention at our other major accounts over the last quarter. The Contractor Evaluation Program benefits include consistent feedback to Judge contractors and an open line of documented communication between client, Judge and the contractor. This program provides a proactive approach to contractor management and identifies opportunities to train our contractors when new skill sets are required, in addition to identifying contractor employees' strengths and weaknesses.</p> <p>It should be noted that Judge will always act in accordance with the client's wishes regarding a contractor's poor performance. Actions may range from the contractor being coached on deficiencies and warned that they must be improved - to immediate dismissal from the assignment. If removed from the assignment, Judge will immediately engage its recruiting team to find a qualified replacement.</p>
46	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Judge will not charge client if any consultant is required to be replaced within first 40 hours of start of assignment due to lack of expertise of the consultant.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
47	Describe your payment terms and accepted payment methods?	Our Payment Terms are Net 30. We accept payments by check or direct deposit via ACH/Net banking.
48	Describe any leasing or financing options available for use by educational or governmental entities.	Payments for services provided will be Net 30 on receipt of invoices.
49	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.	We will review and accept standard documents provided by Sourcewell.
50	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, we accept P-card payments. In most cases, there is no fee charged to our clients, but it depends on the degree of the administrative fee.

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, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Judge proposes its pricing considering various factors like work location, required skills, required experience level, historical data, type of hire (contract, permanent hire or contract to hire). The aim is to provide clean, transparent, and unambiguous pricing to Sourcewell. We try to minimize our overheads and assign local candidates whenever possible to give the best rates. The maximum portion of our billing goes directly to the consultant working on assignment so that we can retain the most qualified candidates. Pricing can be made available on a Fixed Bid basis, Mark Up basis or Time and Material basis, depending upon the client's preference and scope of work. Attached you will find pricing for different skills, which can be finalized when the exact scope of work is provided.
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.	Judge has proposed the best possible and competitive pricing. No further discount is being proposed.
53	Describe any quantity or volume discounts or rebate programs that you offer.	Judge is willing to pay 1% volume discount on any sales over \$2.5 Million within a calendar year, provided the billing rate of our consultant is as per our proposed price list and no discount has already been provided.
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.	Judge can provide such items and services at cost plus a percentage of costs basis. The details will be negotiated when the scope of work is known.
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.	Proposed pricing is on an all inclusive basis. There will be no additional cost associated.
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.	Proposed pricing is on an all inclusive basis. There will be no additional cost associated.
57	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Proposed pricing is on an all inclusive basis. There will be no additional cost associated.
58	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Services will be made available as per request of each client. Services can be provided onsite or remotely as agreed to by client.

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.	Judge uses robust ERP, CRM and ATS systems. All transactions and communications are recorded in our system. A variety of standard and custom reports can be generated using these systems. We have internal audit processes in place to make sure that these systems work as desired and are used properly. We are confident that Sourcewell will obtain proper pricing. We will be able to report all sales on a quarterly basis as required and will remit proper administrative fees as per our proposal to Sourcewell.

61	<p>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.</p>	<p>Judge tracks its own processes and performance using data-driven metrics and insights to improve client satisfaction. Judge will work with Sourcewell to ensure that we are measuring the metrics that matter the most. We currently use the following KPIs for our client reporting needs. These KPIs are integrated to our CRM and ATS allowing us to create dashboards, scorecards and reports that can be customized for each client.</p> <p>Some of the KPIs we currently track are:</p> <ul style="list-style-type: none"> • Time to Hire • Cost to Hire • Quality of hire (In terms of performance, completion of assignment) • Recruiters assigned per account • Submissions per placement • Weekly Candidate pipeline and availability reports • Customer Satisfaction • Fill Rate • Candidates Submitted per Job Order • Weekly Job Orders vs Submissions • Submission to shortlist rate • Submission to interview rate • Offer acceptance rate • Submission to hire rate • Diversity hiring metrics • Local hire metrics • Employee Retention or turnover rate • Issue Resolution • Employee Satisfaction <p>Below we will discuss how we improve on some of these metrics:</p> <p>Time to Hire: This is one of the key performance indicators we monitor closely. Our recruiters understand that reducing the time to hire not only makes Judge cost effective but also reduces the chances of losing the candidate's interest and increasing the chances of closing the positions which, in turn, results in greater client satisfaction. Our recruiters follow a well-established and documented hiring process based on our 51 years of experience which is continuously being improved. Many of the recruiting processes are being automated to reduce the hiring time. Time-consuming tasks like scheduling interviews are automated by our technology tools. Judge utilizes Artificial Intelligence tools during which many tasks like shortlisting candidates, identifying available candidates, engaging with potential candidates and quickly building a connection are automated.</p> <p>We have a strong pipeline of candidates and a database of 7.5 Million potential candidates across all skill sets. Our recruiters have easy access to hard to find skilled candidates which reduces the time to hire. Our recruiters proactively reach out to passive candidates and all information is stored in our central ATS tool so all recruiters in the company can easily access the information. Our recruiters use assessment tools which decreases the time to hire and improves the quality of the candidates. Job listings from various job portals are automated at Judge. Our Account Managers work closely with the Client's hiring manager to work with their schedule to further improve the hiring process. Any questions or clarification required by the hiring manager are quickly resolved so a timely decision can be made by the hiring manager. In urgent cases, upon request by the client, Judge has been able to close requirements within 24- 48 hours.</p> <p>Cost to Hire: Judge makes continuous efforts to reduce the cost of hiring candidates. We apply innovative methods to reduce the cost so that the benefits can be passed on to the client. We have invested a lot over the years in building our internal database of candidates. We will be using artificial intelligence tools to shortlist the candidates from our resource pool. Our processes have been automated to further reduce cost. Whenever possible, we use video interviews at one of the 29 local offices spread across the nation to improve on time to hire and to save on travelling cost. Our recruiters maintain a strong network of candidates and most of the time, these candidates update our recruiters when they are going to become available next. Recruiters are aware of the strengths and skills of these candidates as they have worked with them on multiple assignments. The result of this networking saves a lot of time and the cost of advertising the job requirements and interviewing the candidates. We maintain a strong network of well qualified and vetted subcontractors who have access to very specialized skill sets that are not easily available.</p> <p>Quality of Hire: Our team gives a lot of attention to the quality of hire of candidates. The first and most important aspect to improve the quality of hire is to understand the hiring manager's requirements. Our Account Managers spend a lot of time with hiring managers to understand the job description. If any portion of the job description is unclear, a meeting is requested so that clarification can be sought. Recruiters and resource managers are briefed in detail about all the job orders to improve on quality. Our recruiters are trained to source candidates that are best suited for the job. We do not just rely only on the candidates currently looking, but we also reach out to passive candidate who are a fit for the job. Our focus has been to move away from reactive sourcing and move towards proactive relationship building with potential candidates. Our hiring process is simple and transparent with no lengthy and time-</p>
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		<p>consuming application process thus, minimizing any mid-process dropouts of the candidates. Before working on any requirements, our recruiters understand what the hiring manager is looking for in terms of hard skills, soft skills, values, cultural fitness, and personality type. The focus on hiring is to make sure that the candidate can be retained for the full duration of the requirement and is able to perform as per the expectations. No consultant is submitted to a client unless Judge has received two to three satisfactory supervisory references.</p> <p>Recruiters per Account: Judge employs over 300 Recruiters across 29 office locations throughout the nation. All recruiters use a common database of candidates accessible to every recruiter in the company. Although the efforts of all Judge recruiters will be utilized to serve Sourcewell, we will have an exclusive team of about 20 recruiters who will work with the assigned account manager to serve this account.</p> <p>Submittals per Placement: Judge is very confident in the quality of our submissions. Thorough vetting of candidates is done before submissions. We believe in quality over quantity of submissions. Our target is to achieve a 33.3 % acceptance rate, or 1 placement for every 3 submissions we make. Expected Issues: With the job market so hot and "The great resignation" wave expected to come, the only concern we see is manpower shortage. Our selection process is very stringent and only qualified and suitable candidates are hired. Compensation and benefit plans (Health, Dental, Vision, 401K, Paid Time off, Tuition reimbursement, training program) offered to our employees are one of the best in the industry. In the unlikely event of an unsuccessful placement, we are well prepared to handle it. For each requirement we work on, we always keep a backup resource who is equally qualified and available on short notice for the same requirement. During any engagement, our team is in regular touch with all the stakeholders and are trained to identify any potential risk to the assignment. We will ensure there is no additional cost burden to Sourcewell due to any unsuccessful placement. If there is any knowledge transfer required of the new consultant, Judge will make sure that it is not charged to Sourcewell.</p> <p>We will propose enhancements, procedural and technical innovations to the scope of work once we have an opportunity to have a detailed discussion with the Sourcewell and have a better understanding of Sourcewell's long-term goals.</p>
62	<p>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.)</p>	<p>Judge is proposing 1.2% of the total sales as administrative fee to Sourcewell for facilitating and managing the contract.</p>

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.	<p>CONSULTING SERVICES: Judge provides the tools, processes, professionals, and infrastructure to take your enterprise to the next level. We provide insight and consulting services around all aspects of technology-enabling clients to choose, design, build, implement, and manage all organization's IT resources. Our IT consulting solutions include business insights and outcome based solutions around all aspects of technology, like project management and process optimization to application development, digital strategies & execution, and IT infrastructure services. Utilizing top technology professionals in their respective fields, we build unique IT management solutions for clients across the U.S. and around the globe. Some of the areas we cover are:</p> <p>LEARNING SOLUTIONS: Delivering learning solutions for over 30 years, Judge Learning's experienced & seasoned professionals work with companies of all sizes to design & deploy training for any need. We provide following services :</p> <p>STAFFING & SEARCH SERVICES : For the past 51 years Judge has been provided leading organization with IT, Healthcare, Engineering, Manufacturing, Accounting, Finance, & Life Sciences professionals.</p> <p>OFFSHORE IT & LEARNING SOLUTIONS: Judge works diligently with clients to provide unified customer experience and business competence. We have decisive insights through an integrated set of existing and emerging technologies that deliver tailored solutions, including: blockchain, Internet of things, big data analytics, artificial intelligence, machine learning, RPA, testing automation, and more. We provide following services under this category.</p>
64	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>CONSULTING SERVICES SUBCATEGORIES:</p> <ul style="list-style-type: none"> • Technology & Digital • Telehealth • Infrastructure & Network Solutions • Transformation • Collaboration & Cloud • Embedded Software Development • Centers of Excellence • On-Demand Services • Mergers & Acquisitions • Specialty Services • QA Services <p>LEARNING SOLUTIONS SUBCATEGORIES:</p> <ul style="list-style-type: none"> • Instructor-Led Training • Custom Learning Asset Development • Learning Strategy Consultation • Performance Consulting & Support • Electronic Medical Record Training and Support • Organizational Change Management • Staff Augmentation <p>STAFFING & SEARCH SERVICES SUBCATEGORIES:</p> <ul style="list-style-type: none"> • IT Staffing Solutions • Healthcare Staffing • Engineering Staffing • Professional Staffing • Life Sciences Staffing • Direct Placement & Search Services • Workforce Solutions <p>OFFSHORE IT & LEARNING SOLUTIONS SUBCATEGORIES:</p> <ul style="list-style-type: none"> • Offshore Software Development Center • Product Engineering Services • Digital Services • Cloud Services • Application Managed Services • Data Analytics & AI Services • Learning Services • eGovernance Platform & Services

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	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Judge provides tools, processes, professionals, and infrastructure to take your enterprise to the next level. We provide IT managed services, IT Consulting, Software application development, Software maintenance and IT project and Contract Management services. We provide insight and consulting services around all aspects of technology, enabling clients to choose, design, build, implement, and manage their organization's IT resources. Our IT consulting solutions include business insights and outcome-based solutions surrounding all aspects of technology, such as project management and process optimization to application development, digital strategies and execution, and IT infrastructure services. Utilizing top technology professionals in their respective fields, we build unique IT management solutions for clients across North America.</p>
66	Information Technology Staff Augmentation Services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>For the past 51 years Judge has been providing leading organizations with IT, Healthcare, Engineering, Manufacturing, Accounting, Finance, and Life Sciences professionals. We provide Staffing services for all job categories, all over North America.</p>
67	Services related to the offering of the solutions described in Line 64 and 65	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Judge works diligently with clients to provide a unified customer experience and prove our overarching competence. We have decisive insights through an integrated set of existing and emerging technologies that deliver tailored solutions. We provide implementation, installation, customization, training and support services. Judge has been delivering learning solutions for over 30 years, Judge Learning's experienced and seasoned professionals work with companies of all sizes to design and deploy training for any need.</p>

Table 15: Industry Specific Questions

Line Item	Question	Response *
68	Describe your contractor candidate recruitment, screening, selection, and retention capabilities and processes.	<p>We apply the following steps in our recruitment process making the process quick and simple. Our recruiters are in a continuous process of reaching out to passive candidates so that we have immediate access to resources when required. A stringent quality process is followed, and candidates are submitted to the client after they have been properly vetted, and references checked. To service this contract, Judge will employ our six-step recruiting process, developed over half a century in the staffing industry.</p> <p>Step 1: Goals Discussion: Judge values the importance of learning our clients' business, goals, corporate culture, culture, and specific personnel / skill requirements. Upon acquiring this knowledge, a customized recruitment plan and brand statement is designed to address each one of our client's unique needs. A candidate submission plan is built according to the client's timeline, budgetary requirements and boarding process is then agreed upon.</p> <p>Step 2: Targeted Searches: Judge's industry-leading team of recruiters (over 250 nationwide) performs targeted searches for top talent in several ways: (1) through the use of our proprietary database containing more than 7,500,000 candidates, (2) via strategic social media networks, (3) by attending local in-person topic-based network gatherings, (4) by advertising classified job descriptions across all leading career boards (5) by fostering candidate talent pipeline development among our recruiters, and (6) by eliciting industry-specific referrals from our vast contractor workforce. Special attention is paid to make sure recruiting processes are inclusive of historically underserved and underrepresented groups.</p> <p>Step 3: Candidate Screenings: Judge recruiters rigorously screen all potential candidates, conducting in-person, video or phone interviews, checking 2-3 supervisory references with previous managers that can validate a candidate's competency and experience with desired skills and technical assessments when applicable. Our technical assessments are conducted one of three ways: if the position is an IT programming role, Judge utilizes our partnership with HackerRank to test a candidate's coding ability. Thirty-five common computer languages available on which to test candidates. The evaluations are customizable. These are live keystroke-recorded sessions held over a video platform to ensure candidate identity. Judge recruiters also utilize TechScreen, a Software as a System solution that guides recruiters through the process of conducting detailed interviews of IT candidates for technical screening to easily qualify candidates for hundreds of roles. Finally, Judge recruiters utilize the AI-based application Glider.ai as an additional means to test candidates for both technical and non-technical positions.</p> <p>Step 4: Candidate Selection and Submissions: When Judge has qualified candidates worthy of submission, our clients receive a comprehensive candidate overview, including a current resume, a skills / requirement match summary, contractual rate or salary expectations, and candidate availability. The assigned Judge account executive works with client's hiring team to schedule candidate interviews and solicit post-interview feedback from both parties.</p> <p>Step 5: Offers and Onboarding: When our clients feel they have found the right person for the job, the Judge account executive works with the hiring manager to present an offer to the candidate and confirm start dates. Judge then provides full onboarding services to include complete background checks and drug screens, as requested. Judge has relationships with dozens of background and drug screening firms and therefore, we have flexibility to use any firm that our clients desire. After Judge's onboarding process is complete, the Judge account executive walks the new team member in on his or her first day.</p> <p>Step 6: Performance and Relationship Management: Providing qualified and engaged professionals is critical to success. At Judge we believe in constant communication and we administer consultant performance evaluations after 30 days on assignment, and twice per year, thereafter. This regular feedback and collaboration with our clients and consultants ensure the fit of consultants over time, assists with recognition programs and increases retention and project completion. Additionally, Judge's Contractor Care program involves deepening our relationships with our contractors through continual contact in the form of monthly lunches, after-hours get-togethers, ball games, quarterly promotions, referral bonuses and sharing of industry business insights.</p>
69	Describe your process for development of participating entity statements of work, service levels, quality control plans, and performance standards (as applicable).	<p>Judge will work closely with Sourcewell and client to develop SOWs when required. Judge will make sure all deliverables, due dates, process, acceptance criteria, price, timeline, and the invoicing schedule are clearly mentioned in any SOW. When required, workshops will be conducted to avoid any ambiguity. The Project Manager will be introduced at the SOW development phase itself so that he or she has a clear understanding of the requirement and is able to start working on the Project Charter as soon as the SOW is signed by all parties. Project Management Methodology as per PMBOK framework will be followed to create the Project Management Plan, Scope Management Plan, Schedule Management plan, Cost management plan, Quality management plan, Resource management plan, Communications management plan, Risk management plan, procurement management plan and Stakeholder management plan.</p>
70	Describe the range of IT MSP or Staff Augmentation service contracts (as applicable) that you have completed in the government sector (smallest, largest, average).	<p>We have experience working with all major MSPs in the United States and Canada. Adecco, Agile1, Allegis Group, Computer Aid, Flextrack, Pontoon, Rightsourcing, Zerochaos are some of the MSP we are working with for their public sector clients.</p>
71	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).	<p>Agile1, Flextrack, Tapfin, Yoh Managed Staffing are some of the MSPs we are working with to support Education sector clients.</p>

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.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
NA	NA	None

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](#) - Judge Pricing for Sourcewell RFP #071321.xlsx - Tuesday July 13, 2021 08:23:35
 - [Financial Strength and Stability](#) - Judge Audited Financials - FY end 093020.pdf - Wednesday July 07, 2021 11:25:58
 - [Marketing Plan/Samples](#) - Judge Marketing Material.zip - Tuesday July 13, 2021 08:26:00
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - Standard Transaction Document Samples (optional)
 - Upload Additional Document (optional)

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:
 1. 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: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 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.

By checking this 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. - Manish Dabral, VP - Public Sector Business, Judge Technical Services, 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	<input checked="" type="checkbox"/>	4
Addendum_15_IT_MSP_Staff_Augmentation_RFP_071321 Fri July 2 2021 10:01 AM	<input checked="" type="checkbox"/>	1
Addendum_14_IT_MSP_Staff_Augmentation_RFP_071321 Tue June 29 2021 06:05 PM	<input checked="" type="checkbox"/>	2
Addendum_13_IT_MSP_Staff_Augmentation_RFP_071321 Mon June 28 2021 05:20 PM	<input checked="" type="checkbox"/>	1
Addendum_12_IT_MSP_Staff_Augmentation_RFP_071321 Fri June 25 2021 03:26 PM	<input checked="" type="checkbox"/>	1
Addendum_11_IT_MSP_Staff_Augmentation_RFP_071321 Thu June 24 2021 04:11 PM	<input checked="" type="checkbox"/>	1
Addendum_10_IT_MSP_Staff_Augmentation_RFP_071321 Tue June 22 2021 04:50 PM	<input checked="" type="checkbox"/>	3
Addendum_9_IT_MSP_Staff_Augmentation_RFP_071321 Fri June 18 2021 05:25 PM	<input checked="" type="checkbox"/>	1
Addendum_8_IT_MSP_Staff_Augmentation_RFP_071321 Thu June 17 2021 06:57 PM	<input checked="" type="checkbox"/>	3
Addendum_7_IT_MSP_Staff_Augmentation_RFP_071321 Wed June 16 2021 06:14 PM	<input checked="" type="checkbox"/>	3
Addendum_6_IT_MSP_Staff_Augmentation_RFP_071321 Mon June 14 2021 09:42 AM	<input checked="" type="checkbox"/>	3
Addendum_5_IT_MSP_Staff_Augmentation_RFP_071321 Fri June 11 2021 09:10 AM	<input checked="" type="checkbox"/>	2
Addendum_4_IT_MSP_Staff_Augmentation_RFP_071321 Wed June 9 2021 04:03 PM	<input checked="" type="checkbox"/>	4
Addendum_3_IT_MSP_Staff_Augmentation_RFP_071321 Mon June 7 2021 04:39 PM	<input checked="" type="checkbox"/>	2
Addendum_2_IT_MSP_Staff_Augmentation_RFP_071321 Thu June 3 2021 05:13 PM	<input checked="" type="checkbox"/>	1
Addendum_1_IT_MSP_Staff_Augmentation_071321 Tue June 1 2021 08:46 AM	<input checked="" type="checkbox"/>	2