

**Solicitation Number: 061324****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Cogent Infotech Corporation, 1035 Boyce Road, Suite 108, Pittsburgh, PA, 15241 (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 Staffing with Related Services and 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.

EXPIRATION DATE AND EXTENSION. This Contract expires October 24, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **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 or its authorized dealers, distributors, or resellers, as applicable. 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 Sourcwell for this Contract and must provide prompt notice to Sourcwell 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, performance issues, 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 Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract 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, 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. *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 liability-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. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *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 Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell 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 Sourcwell 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 cannot 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 a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

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

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

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

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

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

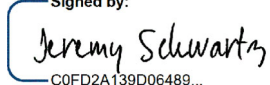
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

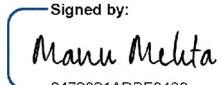
22. CANCELLATION

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

Sourcewell

Cogent Infotech Corporation

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/25/2024 | 4:33 PM CDT

Signed by:

0472821ADBE3438...
By: _____
Manu Mehta
Title: President
Date: 10/25/2024 | 2:13 PM PDT

RFP 061324 - Staffing with Related Services and Solutions

Vendor Details

Company Name: Cogent Infotech Corporation
Address: 1035 Boyce Road
Suite 108
Pittsburgh , PA 15241
Contact: Keshav Sharma
Email: keshav.sharma@cogentinfo.com
Phone: 412-714-9081
Fax: 412-774-1515
HST#: 32-0083904

Submission Details

Created On: Thursday May 09, 2024 09:55:18
Submitted On: Thursday June 13, 2024 15:11:18
Submitted By: Govt-Bids Cogent
Email: Govt-Bids@cogentinfo.com
Transaction #: 163facd8-9b0d-4445-8e8f-63e418003fd0
Submitter's IP Address: 96.236.190.175

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier").	Cogent Infotech Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A. Cogent Infotech Corporation does not have any subsidiary entities whose equipment, products, or services are included in the Proposal.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A. Cogent Infotech Corporation does not have any assumed names or DBA names.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 4VEV7 UEI Number: EV26J8KZJJA3
5	Proposer Physical Address:	1035 Boyce Road, Suite 108, Pittsburgh, PA 15241
6	Proposer website address (or addresses):	https://www.cogentinfo.com/
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Name: Justin Acord Title: Executive Vice President Address: 1035 Boyce Road, Suite 108, Pittsburgh, PA 15241 Email: justin.acord@cogentinfo.com Phone: (412) 889-7700
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Justin Acord Title: Executive Vice President Address: 1035 Boyce Road, Suite 108, Pittsburgh, PA 15241 Email: justin.acord@cogentinfo.com Phone: (412) 889-7700
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Michael Kosar Title: Senior Director, SLED Solutions Address: 1035 Boyce Rd, Pittsburgh, PA 15241 Email: Michael.Kosar@cogentinfo.com Phone: (412) 853-9324

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>10</p>	<p>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>	<p>Company Overview Incorporated in 2003, Cogent Infotech Corporation is a national, award-winning, ISO 9001, 20000, and 27001, CMMI Maturity Level 3 certified, Contingent Workforce Solutions firm with over two decades of exceptional experience providing services to 150+ Public Sector agencies, 70+ Fortune 500 Companies, and over 100 other MSPs. We have established ourselves as industry leaders in providing a wide range of staffing services, including IT Staffing, Non-IT Staffing, Staff Augmentation, IT Consulting Services, Permanent Hire, Direct Hire, Temporary to Permanent services, Temp to Perm, and Temporary Staffing services. Cogent has served the following markets but not limited to: Public Sector, Education, Information Technology, Telecommunications, Retail, Manufacturing, BFSI, Communications Media & Technology, Energy & Utilities, Hi-tech, etc.</p> <p>Core Values Our core values are the foundation of our success and include:</p> <ul style="list-style-type: none"> • Integrity: We uphold the highest standards of integrity in all of our actions, ensuring trust and transparency with our clients, employees, and stakeholders. • Innovation: We continually seek innovative solutions to meet the evolving needs of our clients, leveraging the latest technologies and industry best practices. • Excellence: We are committed to excellence in every aspect of our business, from the quality of our services to our customer service and operational efficiency. <p>Business Philosophy Cogent's business philosophy revolves around delivering high-quality, client-focused staffing solutions that drive success for our clients. We believe in building long-term, ethical relationships and strive to exceed client expectations by providing the right talent at the right time. Our approach is centred on understanding the unique needs of each client and tailoring our services to deliver optimal results.</p> <p>Industry Longevity and Expertise With over two decades of experience, Cogent Infotech Corporation has a deep understanding of the technical project support needs in both the public and private sectors. Our extensive industry knowledge and expertise have allowed us to successfully serve over 200+ public and private sector organizations, including federal, state, and local government entities, higher education institutions, and healthcare organizations.</p> <p>Key Milestones and Achievements</p> <ul style="list-style-type: none"> • Expansion: Due to unprecedented growth, Cogent has opened several satellite offices across the United States to better service our customers. We have offices in Pennsylvania, California, Texas, New York, Florida, and Virginia. • Recognition: Cogent is a certified Minority Business Enterprise (MBE) recognized by the National Minority Supplier Development Council (NMSDC). We have been recognized as one of the fastest-growing MBE firms in the United States. • Certifications: Cogent is an ISO 9001:2015 and ISO 27001:2013 certified company, reflecting our commitment to quality management and information security. Additionally, we are CMMI Level 3 appraised, demonstrating our maturity in process improvement and project management. <p>Client-Centric Approach Our commitment to client satisfaction is evidenced by our rigorous service delivery standards and our ability to consistently provide high-quality talent. We maintain a 96% employee retention rate and have one of the highest employee satisfaction ratings on Glassdoor.com. Our client-centric approach ensures that we understand and meet the specific needs of each client, providing tailored solutions that drive success.</p> <p>Aiming to further enhance our service offerings, adopting new technologies, and expanding our footprint in the USA, Cogent Infotech Corporation is committed to continuing our growth and expansion while maintaining core values and commitment to excellence. Our rich history, core values, and business philosophy position us as a trusted partner for Sourcewell. Our industry longevity, financial stability, and client-centric approach will ensure that we can meet and exceed the staffing needs of Sourcewell and its participating entities, delivering exceptional value and service.</p>
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11	<p>What are your company's expectations in the event of an award?</p>	<p>In the event of an award, Cogent Infotech Corporation expects to establish a strong partnership with Sourcwell, leveraging our extensive experience and capabilities to meet and exceed the staffing needs of Sourcwell's participating entities. We anticipate contributing to the success of various projects by providing highly skilled professionals and ensuring efficient and effective service delivery.</p> <p>With over 20 years of experience in the staffing industry, we understand the importance of aligning our services with the specific needs of our clients. In an event of award, we would expect below from Sourcwell:</p> <ol style="list-style-type: none"> 1. Detailed Job Descriptions including specific titles, roles, specific certifications, licenses, or educational qualifications and responsibilities. This ensures we source candidates who are a perfect fit for your requirements. 2. Work Arrangement Details - Hybrid/On-site or exact locations for on-site 3. Staffing Volumes: <ul style="list-style-type: none"> - If there are any large-scale staffing needs, please provide details, including the number of positions and timeframes for ramp-up. - For urgent or immediate staffing requirements, specify the start dates and critical roles that need to be filled quickly. 4. Provide the key performance indicators (KPIs) that will be used to measure the success of the staffing engagement. 5. Detail the expectations around response times, candidate quality, and other service level commitments. 6. Inform us of any industry-specific compliance standards or regulations that candidates need to meet. 7. Provide detailed onboarding procedures for new hires 8. Specify any required training or orientation sessions that new staff need to complete. 9. Inform us about your company culture and any specific soft skills that are important for the roles 10. Inform us of any budgetary limits or constraints for staffing. 	*
12	<p>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.</p>	<p>Information is uploaded in the additional document.</p>	*
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Cogent Infotech Corporation holds a 100% market share in the US for the staffing solutions we propose, with our services being utilized by numerous federal, state, and local government entities, as well as private sector clients.</p>	*
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>We hold a 5% market share in the Canadian market for our proposed staffing solutions.</p>	*
15	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>N/A. Cogent has never been petitioned for bankruptcy protection.</p>	*
16	<p>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?</p>	<p>Cogent Infotech Corporation is best described as a service provider.</p> <p>We have a robust relationship with our sales and service force, comprising our direct employees. This ensures consistent and high-quality service delivery across all projects.</p> <p>We are committed to forging enduring relationships with our clients and employees. Cogent also maintains an open-door policy, ensuring all team members have access to every level of management.</p>	*

17	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.	Cogent Infotech is incorporated in Pittsburgh PA and is authorised to do business nationwide. Additionally, Cogent is MBE certified by NMSDC	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A. Cogent Infotech Corporation has never been suspended or debarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Comparably Cultural Awards (https://www.comparably.com/companies/cogent-infotech-corp/awards/2023)</p> <p>Cogent Infotech Corp won 3 awards in 2024 (till date):</p> <ul style="list-style-type: none"> - Best HR Teams - Best Sales Teams - Best Company Outlook <p>Cogent Infotech Corp won 13 awards in 2023:</p> <ul style="list-style-type: none"> - Best Company for Diversity - Best Company for Women - Best Company Culture - Best CEOs - Best Company Compensation - Happiest Employees - Best Company Perks & Benefits - Best Company Work-Life Balance - Best CEOs for Women - Best CEOs for Diversity - Best Career Growth - Best Company Outlook - Best HR Teams <p>Cogent Infotech Corp won 11 awards in 2022.</p> <ul style="list-style-type: none"> - Best CEOs - Best Company Culture - Best Company for Women - Best Company for Diversity - Best Company Compensation - Happiest Employees - Best Company Perks & Benefits - Best CEOs for Women - Best CEOs for Diversity - Best Career Growth - Best Leadership Teams
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 70% of our sales in the past three years have been to the governmental sector. *
21	What percentage of your sales are to the education sector in the past three years	Approximately 20% of our sales in the past three years have been to the education sector. *
22	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>State of Texas 2021 \$11.2 Million 2022 \$13.5 Million 2023 \$14.2 million</p> <p>State of New York 2021 – \$7 Million 2022 – \$12 Million 2023 - \$14 Million</p> <p>State of Florida 2021 - \$5.3 Million 2022 - \$8.5 Million 2023 - \$11 Million</p> <p>State of California 2021 - \$2 Million 2022 - \$3.2 Million 2023 - \$4 Million</p> <p>State of Vermont 2021 - \$0 Million 2022 - \$2.62 Million 2023 - \$1.29 Million</p>
23	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?	<p>GSA MAS.</p> <p>Cogent Infotech Corporation has recently been awarded this contract vehicle. *</p>

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
New York City Housing Authority	Patricia Lindo	(212) 306-2807	*
State of Florida	Clay Whitaker	(850) 414-4651	*
NYC Department of Social Services	Maria Lucero	(929) 221-5386	*
New York Power Authority	Christine Prendergast	(914) 681-6612	
Tarrant County	Richard Barron	(817) 884-1857	

Table 5: Top Five Government or Education Customers

Line Item 25. 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 *	
NYCHA	Government	New York - NY	General, IT, Administrative, Legal, Finance, Staffing Services	Large	\$17.5 Million	*
AMTRAK	Government	District of Columbia - DC	IT Staff Augmentation	Large	\$8 Million	*
Dallas Independent School District	Education	Texas - TX	IT and Non-IT Staffing Services	Middle Level	\$4 Million	*
Tarrant County	Government	Texas - TX	IT and Non-IT Staffing Services	Large	\$10 Million	*
University of California	Education	California - CA	IT, Medical, Professional, and other related staffing services	Middle Level	\$6 Million	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	Cogent maintains a dedicated sales force spread across the US, including six offices in major cities (PA, CA, TX, NY, FL, VA) and a network of remote sales representatives.	*
27	Dealer network or other distribution methods.	Cogent does not operate a dealer network; all services are provided directly through our in-house team and subcontractors if needed.	*
28	Service force.	Our service force consists of over 400 professionals across various locations, all directly employed by Cogent. We can seasonally assign more number of resources during the ramp-up time and emergency requirements based on the needs of that period.	*

<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Cogent Infotech Corporation has a dedicated team to manage sales, order processing, and support specifically for Sourcewell and its participating entities. Our streamlined process ensures efficiency, accuracy, and continuous support throughout the order lifecycle. The following roles outline the respective responsibilities of our team members:</p> <p>Program Manager (PM):</p> <ul style="list-style-type: none"> • The Program Manager oversees Cogent's sales and service delivery for Sourcewell contracts. They lead and support the Cogent team and Sourcewell's participating entities, ensuring mission-critical questions, emergency responses, and any issues are promptly addressed. • The Program Manager is responsible for the administration of current and upcoming contracts with Sourcewell, ensuring all orders are processed accurately and timely. • Available to Sourcewell's participating entities at any time, the Program Manager ensures high-level service and satisfaction. <p>Account Manager (AM):</p> <ul style="list-style-type: none"> • A dedicated Account Manager is assigned to the Sourcewell account. This Account Manager is responsible for promoting Cogent's capabilities, understanding the specific needs and upcoming requirements of Sourcewell or its participating entities, and coordinating with our recruitment team to locate the best talent. • The Account Manager provides continuous support to Sourcewell ensuring their needs are met and maintaining open communication. <p>Operations Manager (OM):</p> <ul style="list-style-type: none"> • The Operations Manager handles all invoicing requirements and communicates directly with consultants engaged through the Sourcewell contract to ensure accurate and timely timesheet submissions. • They address any questions consultants may have regarding company benefits, leave policies, and other employment-related concerns. • The Operations Manager ensures that all administrative aspects of the consultant's engagement are handled efficiently. <p>Continuous Support:</p> <ul style="list-style-type: none"> • Our goal is to ensure customer satisfaction by providing consistent and exceptional service. As a cohesive team, we are confident we will exceed Sourcewell's expectations in every aspect of service and support. <p>Cogent Infotech Corporation is committed to delivering seamless and efficient ordering processes for Sourcewell and its participating entities, ensuring that all orders and inquiries are handled with the highest level of professionalism and care.</p>
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<p>30</p>	<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>Cogent offers a customer service program with rapid response capabilities, and dedicated account managers to ensure high levels of client satisfaction. Once an issue is raised, an acknowledgment mail is sent back to the customer by the Cogent team within 1 hour. Cogent will provide Sourcewell with an email address specific to this account so that all individuals supporting the account receives the message at the same time. This will allow for quick resolution. The issue is logged into COGENT's Issue Resolution system, and a ticket is generated. All correspondence is logged against this ticket to provide an accurate audit trail. The ticket is closed only when the issue is resolved.</p> <p>Step: Identify the issue</p> <p>Description of Activities: Identify the issue by having a one-to-one meeting with the Sourcewell staff</p> <p>Responsibility: Account Executive/ Project Manager</p> <p>Step: Track issue/ Resolution – Level 1</p> <p>Description of Activities:</p> <ul style="list-style-type: none"> Interact with the concerned candidate or stakeholder. Resolve the issue and convey the status to the candidate or stakeholder. Escalate any unresolved issue to Level 2 & Update the Audit log. <p>Responsibility: Account Executive/ Project Manager</p> <p>Step: Track issue/ Resolution – Level 2</p> <p>Description of Activities</p> <ul style="list-style-type: none"> Understand the issue, the affected groups, and the position of stakeholders Determine a resolution and an appropriate plan of action. Resolve issue, inform to the affected groups and COGENT Manager. <p>Responsibility: Account Manager</p> <p>Step: Track issue/ Resolution – Level 3</p> <p>Description of Activities</p> <ul style="list-style-type: none"> Reach an understanding of the issue, the affected groups, and the position of the existing parties. Determine a resolution. Determine an appropriate plan of action; Inform affected groups, and convey to Executive Leadership <p>Responsibility: Executive Management</p>
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31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Cogent is fully capable and willing to provide services to Sourcewell participating entities across the US, leveraging our extensive experience over two decades.</p> <p>Our ability to network within the local community and user groups gives us the edge to attract, hire and retain superb candidates across the nation and we have proven ourselves thus far working with multiple public-sector entities since 2003. We have offices in Pennsylvania, California, Texas, New York, Florida and Virginia. We have worked with several Federal clients including, but not limited to, US Department of Justice, USAC, FMCS, US Department of Agriculture, State clients, such as State of Texas, State of Massachusetts, State of New York, State of Georgia, State of Florida, State of Minnesota, State of California, Education clients such as West Virginia University, Florida International University, Wake Forest University Medical Center, Eastern Kentucky University, and Rowan University. We have served other education agencies including schools like Dallas Independent School District, Houston Independent School District, Tucson Unified School District, and colleges like Austin Community College, San Jacinto Community College, Local agencies, Cities, towns, and counties such as – New York City Housing Authority, AMTRAK, City of Chicago, City of New York Department of Social Services, Tarrant County, DFW International Airport, City of Philadelphia, Broward County, Harris County, San Bernardino County, City of Phoenix, City of Sacramento, New York Power Authority, Austin Energy, New York City ERS and several others, including cooperative contracts like GSA MAS, NASPO Value Point, OMNIA.</p> <p>Cogent provides the best talent, resources, experience, and market expertise to its customers. Through more than 20+ years of industry experience, we have an in-depth understanding of staffing needs in the government sector. We specialize in the placement of professionals in temporary staff, direct hire, temp to hire, temp to permanent positions with short- and long-term contract assignments. Till date, we have completed over 11,000+ placements in the public sector within the United States.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are expanding our operations to serve Canadian entities and are committed to providing the same high-quality services as in the US.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas in the United States that Cogent will not serve through this contract. However, Cogent is currently in the process of business expansion in Canada and will not serve the Canada location.
34	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?	Cogent does not foresee any limitations in serving any Sourcewell participating entity-specific sectors (government, education, non-profit) under this contract.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not anticipate any specific contract requirements or restrictions that would apply to Sourcewell and its participating entities for Hawaii, Alaska, or US Territories.

Table 7: Marketing Plan

Line Item	Question	Response *
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<p>36</p>	<p>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>	<p>Brochures Our Sourcewell brochure will have two parts:</p> <ul style="list-style-type: none"> • General Content: This section will highlight Cogent's history, our status as an ISO-certified and CMMI Level 3 appraised firm, and our credentials as a Minority Business Enterprise (MBE). It will also list our key clients and past performance in providing staffing solutions to similar organizations. • Customized Inserts: Detailed inserts for each technological category and functional expertise area, tailored to the needs of Sourcewell's participating entities, showcasing our experience and success in those domains. <p>2. Email Campaigns We will use a customizable email campaign service to send personalized follow-up emails to potential clients who have received our printed materials or attended our events. These emails will highlight Cogent's service capabilities and keep our brand top-of-mind. We will ensure compliance with email marketing preferences and respect for agencies that opt out of email communications.</p> <p>3. Sales Presentations Cogent will develop and maintain PowerPoint presentations that showcase our experience and capabilities under the Sourcewell contract. These presentations will be regularly updated to include ongoing and completed projects, best practices, and tailored information for specific agencies based on market research. These presentations will be used in both in-person and online meetings, highlighting how our services can meet the unique needs of Sourcewell's members.</p> <p>4. Online Meetings and Webinars While we prefer in-person meetings, online meetings are a flexible alternative. Cogent will utilize Sourcewell's preferred online meeting platforms to conduct regular webinars on relevant technology topics. These webinars will serve as both educational and sales tools, providing value to Sourcewell's participating entities and showcasing our expertise.</p> <p>5. Conferences and Tradeshows Attending Sourcewell-sponsored events, industry conferences, and procurement trade shows is a crucial part of our strategy. These events provide opportunities to network with agency officers, understand their IT needs, and stay informed about upcoming procurement opportunities. Our sales and marketing team will actively participate in these events to promote our staffing services.</p> <p>6. Collaboration and Teaming Partners Cogent values collaboration with certified organizations. We have aligned ourselves with partners who will support us on this contract, ensuring we can offer comprehensive solutions. We will continue to seek out additional partners who can enhance our service offerings and bring added value to Sourcewell's participating entities.</p> <p>7. Website Marketing Cogent will market the Sourcewell contract through our company website, similar to how we have successfully marketed our contracts for the Texas DIR IT Staff Augmentation Contract (ITSAC), Deliverables-Based IT Services (DBITS) from DIR, and NASPO ValuePoint.</p> <p>Additionally our website will also feature:</p> <ul style="list-style-type: none"> • Clear, Concise Content: Information about our services, capabilities, and success stories, ensuring visitors quickly understand how we can help them. • SEO Optimization: Employing SEO best practices to increase our website's visibility on search engines, ensuring Sourcewell's participating entities can easily find our services. • Engaging Visuals: Use of visuals such as infographics, videos, and case studies to illustrate our capabilities and past successes, making the information more engaging and easier to digest. • Client Testimonials and Case Studies: Showcasing client success stories and testimonials to build trust and credibility. • Regular Updates and Blog Posts: Publishing regular updates, blog posts, and articles on staffing trends, best practices, and industry insights to attract and retain website visitors. <p>By leveraging these strategies, Cogent Infotech Corporation will effectively market our staffing contract to Sourcewell's participating entities, ensuring they are well-informed about our capabilities and the value we bring to their needs.</p>
<p>37</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>We utilize advanced CRM tools, social media analytics, and SEO strategies to enhance our marketing effectiveness. Metadata analysis helps us tailor our campaigns to specific audience needs.</p>

<p>38</p>	<p>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?</p>	<p>Sourcewell plays a crucial role in promoting vendor contracts, leveraging its established platform and extensive network to enhance visibility and engagement. Here's how we envision Sourcewell supporting the promotional activities for the staffing contract awarded to Cogent Infotech Corporation:</p> <p>Leveraging Sourcewell's Platform and Network Sourcewell's platform is a powerful tool for promoting contracts to a broad audience of participating entities. By featuring Cogent's services on Sourcewell's website and through its communication channels, Sourcewell can help raise awareness among potential clients. This visibility is crucial for reaching governmental, educational, and non-profit organizations that might benefit from our staffing solutions.</p> <p>Joint Marketing Efforts We anticipate collaborating closely with Sourcewell on joint marketing campaigns. This includes co-branded materials, webinars, and events tailored to highlight the benefits of the staffing contract. Sourcewell's endorsement and active participation in these campaigns will significantly enhance credibility and interest among potential clients.</p> <p>Dedicated Campaigns and Communication Cogent will integrate the Sourcewell-awarded contract into our sales process through dedicated marketing campaigns. This includes email marketing, social media promotion, and targeted outreach to Sourcewell's network. Sourcewell can support these efforts by providing access to their membership lists and facilitating introductions to key decision-makers within their network.</p> <p>Examples of Past Success Our experience with marketing contracts for the Texas DIR IT Staff Augmentation Contract (ITSAC), Deliverables-Based IT Services (DBITS) from DIR, and NASPO ValuePoint demonstrates our ability to effectively promote such agreements. We will apply similar strategies for the Sourcewell contract.</p>
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39	<p>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.</p>	<p>Cogent Infotech Corporation utilizes JobDiva, a comprehensive applicant tracking system (ATS) and recruiting software, to enhance our staffing services. JobDiva provides robust support for e-procurement processes, making it an ideal solution for our clients, including those participating in Sourcwell's cooperative purchasing agreements.</p> <p>Cogent's use of JobDiva supports e-procurement by providing a fully digital, integrated platform for managing recruitment and staffing services. This system ensures that all recruitment-related activities are conducted efficiently, transparently, and in compliance with procurement standards. Our clients, including Sourcwell participating entities, can benefit from JobDiva's advanced capabilities, ensuring seamless and effective staffing solutions.</p> <p>Features and Benefits</p> <ul style="list-style-type: none"> - Streamlined Recruitment and Compliance - Comprehensive ATS Capabilities - Seamless Onboarding and Integration - Enhanced Reporting and Analytics - Mobile Accessibility - CRM Integration - Advanced Reporting and Analytics - Financial and VMS Synchronization <p>Governmental Clients:</p> <p>Cogent Infotech Corporation utilizes JobDiva to enhance the recruitment and compliance processes for governmental clients. JobDiva's compliance management features, including integration with E-Verify, ensure all hiring processes adhere to legal standards, reducing the risk of non-compliance. Automated background checks and electronic document management streamline the vetting process, ensuring that only qualified candidates are hired. Additionally, the onboarding module automates document collection and simplifies new hire integration, which reduces administrative burdens and accelerates the onboarding process, ensuring new employees are ready to contribute promptly.</p> <p>Governmental agencies benefit from JobDiva's robust reporting capabilities, which allow for the generation of detailed reports on recruitment metrics, candidate pipelines, and hiring timelines. This data-driven approach aids in strategic planning and resource allocation, optimizing staffing processes effectively. Overall, JobDiva enhances efficiency and compliance for governmental clients, supporting them in maintaining a streamlined recruitment process.</p> <p>Educational Clients:</p> <p>Educational institutions leverage JobDiva to manage their unique hiring needs efficiently. JobDiva's applicant tracking and resume parsing features enable educational clients to handle large volumes of applications and identify candidates with the required qualifications. This streamlined recruitment process ensures that top-tier resources are hired efficiently.</p> <p>Integration with existing HR and payroll systems is another significant advantage for educational clients using JobDiva. This integration ensures smooth data flow between recruitment and payroll processes, minimizing errors and ensuring a unified workflow across departments. Furthermore, JobDiva's user-friendly interface and automated communication tools keep candidates informed at every stage, enhancing their overall experience and satisfaction.</p>
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Table 8: Value-Added Attributes

Line Item	Question	Response *
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<p>40</p>	<p>Describe the types of tools and technologies your company uses for staffing management.</p>	<ul style="list-style-type: none"> • ADP Workforce Now – Cogent has invested a lot of time, effort and money in customizing ADP’s “Workforce Now” module, a cloud-based application, to manage Payroll & Tax, Time and Attendance, Benefits & ACA & Human Resource for employee data management • Job Diva – Cogent has invested a lot of time, effort and money in customizing JobDiva (www.JobDiva.com), an industry leading ATS system specifically designed for personnel and staffing services companies. This ATS system manages the entire lifecycle of a requirement and fosters a collaborative environment between various departments within the company. • Job Boards – Cogent invests heavily in leading recruiting tools such as LinkedIn, Monster, Dice, CareerBuilder, and Glassdoor, Indeed etc. This has provided us the ability to source a wide range of qualified candidates across all temporary personnel domain • IBM Kenexa – We use IBM Kenexa to conduct tests and check the capabilities of our candidates appearing for IT and technological job roles. • Test Gorilla – We use test gorilla to conduct tests and check the capabilities of our candidates appearing for non-IT roles like administrative, clerical, legal, accounting, and finance, to name a few. • QuickBooks – Cogent has invested in and uses QuickBooks regularly, a full-featured business and financial management suite complete with tools for accounting, inventory, payroll, tax filing, invoicing, bank account tracking and reconciliation, expense management, budgeting, payment processing, and accounts receivable and accounts payable management. This help us in preparing and providing payrolls and several other financial reports needed during a contract. • Vonage – Each Cogent employee is provided a credential for Vonage, for calls and messaging services. This eliminates the need to buy a new phone or new number for coordination between the company, our clients, and our employees. • Cloud-based systems – Cogent uses several cloud-based systems from IBM, Amazon, and Google for data management. Cogent has switched to a digital database system to store and keep track of all of its contracts, data, reports, etc. • Employee-Self-Service (ESS) – COGENT employees use automated time tracking & reporting features via “Employee Self-Service (ESS) feature that is accessible on PC/Mac/Desktops or on any mobile devices. • A.R.I.A – COGENT’S IN-HOUSE SMART RECRUITMENT TOOL – Cogent’s advanced collective intelligence algorithm, harnesses the power of Natural Language Processing (NLP) and Deep Learning to decipher billions of unstructured data across various channels. Cogent employees use this cutting-edge engine to streamline the process of data collection, cleansing, and analysis by leveraging Bidirectional Encoder Representations from Transformers (BERT) and LLMs for tasks such as text classification, sentiment analysis, topic modeling, and document matching to generate valuable insights. Our proprietary NLP engine also powers our SMART Staffing Program, making recruitment faster, better, and easier.
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<p>41</p>	<p>Describe how your company complies with legal and regulatory requirements.</p>	<p>Cogent Infotech Corporation adheres to strict legal and regulatory standards across all aspects of our operations. Our compliance framework is designed to ensure that we meet or exceed the requirements set forth by federal, state, and local authorities, as well as industry-specific regulations. Below is an overview of our comprehensive compliance strategy:</p> <p>Policy Development and Management: We have established comprehensive policies and procedures that address various regulatory requirements, including labor laws, data protection regulations, and industry-specific guidelines. These policies are regularly reviewed and updated to reflect changes in the legal landscape.</p> <p>Training and Awareness: All employees undergo regular training programs to stay informed about relevant laws and regulations. This includes training on the Fair Labor Standards Act (FLSA) and Equal Employment Opportunity (EEO) guidelines.</p> <p>Technology and Security Compliance Cogent leverages advanced technology to maintain compliance with industry standards and security protocols:</p> <ol style="list-style-type: none"> 1. ISO and CMMI Certifications: We are ISO 9001:2015 and ISO 27001:2013 certified, reflecting our commitment to quality management and information security. Additionally, our CMMI Level 3 appraisal demonstrates our maturity in process improvement and project management. 2. Secure Infrastructure: We maintain a secure IT infrastructure with regular updates, patch management, and intrusion detection systems to protect against cyber threats. <p>Cogent is committed to fair employment practices and compliance with labor laws. Our approach includes:</p> <p>Equal Employment Opportunity: We comply with EEO laws, ensuring a discrimination-free workplace. This includes adherence to the Civil Rights Act, the Americans with Disabilities Act (ADA), and the Age Discrimination in Employment Act (ADEA).</p> <p>Fair Labor Standards: We adhere to the Fair Labor Standards Act (FLSA) by ensuring proper wage and hour practices, including minimum wage, overtime pay, and record-keeping requirements.</p> <p>Board Oversight: Our team inclusive of President, CEO, Legal Representative and executive Vice President oversees compliance initiatives and ensures that we adhere to the highest ethical standards.</p> <p>By maintaining a robust compliance framework, Cogent Infotech Corporation ensures that we operate within legal parameters and uphold the highest standards of integrity and accountability. This commitment to compliance not only protects our clients and employees but also reinforces our reputation as a trusted and reliable partner in the staffing industry.</p>
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42	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>Cogent is committed to sustainability, implementing green practices like paperless operations, recycling programs, and energy-efficient office spaces.</p> <p>Sustainability management at COGENT is an integral part of our business and goes beyond economic, legal or regulatory motives. COGENT understands the social and ecological impact of our business and works towards being a responsible global organization by implementing the triple bottom line as part of our company’s overall performance management practices. This policy defines the framework for Sustainability at COGENT and provides a governing platform for Sustainability work streams to create long lasting value for business, environment and society.</p> <p>SCOPE This policy applies to all levels of the organization across COGENT facilities.</p> <p>POLICY COGENT as a company, recognizes the impacts of its business operations on the 3 key pillars of Sustainability namely People, Planet & Profit. Hence it makes continuous efforts to optimize efficiency across the environmental, social and governance framework of the company. COGENT encourages involvement of all stakeholders & ensures that the policy is well communicated, implemented, monitored and reviewed periodically.</p> <p>People Connect</p> <ul style="list-style-type: none"> • Generating sustainability awareness among associates, customers, investors and society • Ensuring a safe and motivated work environment for associates • Fostering a climate of social responsibility and volunteering towards the community <p>Environment</p> <ul style="list-style-type: none"> • Resource optimization of electricity, energy & water so as to reduce carbon emissions & waste • Comply with applicable statutory and regulatory requirements. • Ensure appropriate access to safe water, sanitation and hygiene for all employees in our premises • Set, monitor and review environmental targets on a regular basis toward achieving continuous Improvement <p>Business Model</p> <ul style="list-style-type: none"> • De-risking and mitigating climate risks • Co-creating sustainable business value for our clients, customers, investors and other stakeholders • Leveraging industry best practices to help achieve stakeholder sustainability goals • Engaging with other organisations and industry associations to actively advocate for positive change in the various sectors we operate • Integrating Sustainability as part of our business strategies • Maintaining accountability and transparency in our sustainability management system. • Continually improving our sustainability performance
43	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.	Not Applicable. Cogent does not provide any equipment or products.
44	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>Cogent is a certified MBE by the National Minority Supplier Development Council (NMSDC).</p> <p>Documentation of our certifications will be uploaded</p>

45	<p>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>	<p>Over 200+ clients rely on Cogent to strengthen their competitive temporary staffing positions and each year we continue to add to our growing list of loyal customers.</p> <p>Differentiators:</p> <p>Technology Driven and AI based Recruitment Process - Cogent uses cutting-edge Artificial Intelligence (AI) and Natural Language Processing (NLP) technology to extract this information from 400 million data sources. This methodology allows us to recruit top-notch talent in even niche technologies which would be otherwise impossible to recruit if we followed the traditional recruitment approach with LinkedIn and job portals.</p> <p>COGENT has a highly capable recruiting team comprising over 400 professionals in different capacities (recruiters, sourcing specialists etc.).</p> <p>Cogent maintains a team of business development professionals who serve as a single point of contact for their respective accounts. This not only ensures continuity, but also reduces the chances of miss-communication and/or confusion about who to contact. For Sourcewell corporation, Cogent will assign, dedicated account & delivery teams for its requirements.</p> <p>Specialized Talent Pool: Cogent maintains a pool of 4 million candidates across the United States with relevant skills and experience. This ensures faster and more efficient recruitment process, as well as an excellent success rate in placing the right candidates in suitable roles.</p> <p>11,000+ completed placements with 6500+ job titles. Cogent has excellent past performance supporting IT and Non-IT Staffing services needs as requested in the RFP for Public sector, education and private sectors *</p> <p>Importance of Diversity at Cogent - Along with being an MBE Certified Firm, we also have a dedicated Chief Diversity Officer who only focused on diversity initiatives at all times.</p> <p>Our people:</p> <ul style="list-style-type: none"> o We only hire the TOP 10% of technical talent. o Over 55% of our people possess master's degrees, the majority from leading US Universities. o One of the highest employee satisfaction ratings on Glassdoor.com. o 96% employee retention rate. <p>Customized Training Programs: Cogent offers customized training programs to candidates to enhance their skills and knowledge. This not only make candidates more attractive to potential clients but also ensures proposed candidates are well-prepared for their new roles.</p> <p>Comprehensive Support Services: Cogent provides a range of support services to both clients and candidates, such as onboarding assistance, ongoing performance management, and career development resources. This has helped us to ensure a smooth transition for new hires and foster long-term relationships with clients.</p> <p>Strong Branding: As an ISO and CMMI certified firm, Cogent has developed a strong employer brand that showcases our commitment as staffing firm and our ability to provide top-notch talent. This helps us in attracting both high-quality clients and candidates.</p>
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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 *
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46	Describe any performance standards or guarantees that apply to your services.	<p>Cogent guarantees high service quality, adherence to project timelines, and fulfillment of client requirements.</p> <p>COGENT believes that the best approach for remedying performance issues is to be proactive. We believe that building a great relationship with our clients and consultants is the absolute best way to stay ahead of any potential issues. Proper communication is key. Most potential issues can be handled in a positive, proactive way before they become a major issue.</p> <p>COGENT also monitors employee job satisfaction and performance through direct, consistent and scheduled contact by phone or in person with both the employee and his/her respective client supervisor.</p> <p>Another important aspect to minimizing potential issues is to provide the customer with the candidate that is the best fit for the opportunity upfront. COGENT goes through all the necessary due diligence steps required to ensure that the candidate is the best overall fit. If COGENT feels that a candidate could potentially be an issue for the client, we will not submit that individual to the client.</p> <p>If an issue arises which could not have been addressed on a proactive basis, we will address the issue with the client. We will identify the issue, discuss the action that needs to take place and finalize on a timeline that works best for the client. If a replacement is needed, COGENT will provide a similar or better candidate to the client and not charge the client for 2 weeks. COGENT will work out a timeline with the customer that works best for them for the replacement.</p> <p>After the above takes place, we will meet with the client to talk about the issue, why it occurred and discuss how we can manage the overall process better.</p> <p>For all projects, COGENT provides a performance guarantee of 2 weeks.</p>
47	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).	<p>Acknowledgement and clarification of request - 1-8 Hours Resume Submission – 24 – 48 Hours (Submitting -4 profiles to the client) Placing new consultant at client's facility - Within 1-10 working days of notification (This includes time to run background check and candidate relocation) Placing bench consultant at client's facility - Within 5 working days</p> <p>REQUISITION PERFORMANCE</p> <ul style="list-style-type: none"> • Fill Rate for General Labor Category: 90%. • Fill rate for Technical - IT Labor Category: 95%. • Fill rate for Professional Labor Category: 92%. • Retention Rate: 96% <ul style="list-style-type: none"> • Requisition Coverage - 80% • Position Coverage - 80% • Time to present candidate – 24 – 48 Hours • Candidate Selected % - Greater than 25% • % Negative Turnover - Less than 3.99%"
48	Describe your recruitment and vetting process.	<p>When the Sourcwell will provide staffing assignments to Cogent, clarification about the profile will be discussed. The Cogent's account manager will review the requirements and allocate the requirement to a Recruitment Manager/recruiters specializing for that required skill sets. The recruiters find the best fit resumes from various sources.</p> <p>Recruitment sources of our candidates include but not limited to:</p> <ol style="list-style-type: none"> 1. COGENT's Talent Pool: Our internal database has around 4 million candidates from the United States 2. Time & Tested methods: Job boards such as Career Builder, Monster, Dice and Indeed to find candidates who aren't on our internal tracking system, ATS, 3. Career Fairs, Employee referrals, Colleges and Universities, social media/Company Website, LinkedIn recruiter, 4. Advanced technologies: Stack overflow, Google/Yahoo groups, GitHub, apps for sourcing from various social media sites etc. and Industry Partners. 5. Employee Referrals: This allows our recruiters to save a lot of time hunting down for candidates when they get referrals passed along to them. 6. AWS partnership – Cogent has certified AWS partnership. With help of this partnership, Cogent will be capable of rapidly deploying AWS trained professionals on client location. 7. AI technology - Cogent uses cutting-edge Artificial Intelligence (AI) and Natural Language Processing (NLP) technology to extract this information from 400 million data sources. This methodology allows us to recruit top-notch talent in even niche technologies which would be otherwise impossible to recruit if we followed the traditional recruitment approach with LinkedIn and job portals. 8. Cogent University - Cogent has a program called "COGENT University", where we are committed to invest in COGENT's #1 ASSET - Our People for learning and development. We have state of the art in-house training facility in Pittsburgh, PA and

provide training remotely & on-demand. We also recruit resources and provide cross training for hard-to-find skillsets per the project specific requirements.

Post candidate sourcing, COGENT employs a 2 Step screening process, combining our understanding of the environment, customer, and requirements with our relevant experience in staffing Large Sized organizations and public sector. COGENT's below rigorous screening approach ensures prospective candidates have the proper qualifications.

Preliminary Screening:

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

- Availability & Suitable Educational Qualification
- Requisite number of years of work experience in relevant technologies or functional areas
- Accurate project duration dates, references for last three or four projects
- Requesting work samples from previous projects he/she worked on.
- Initial verification of skill set and summary of technical knowledge
- Additional HR related information will be gathered (W2, I-9 etc.)
- Execute a comprehensive pre-screen that confirms motivation, salary, skill level, clearance, and potential team fit for client culture
- Provide COGENT overview and explain benefits

In-Depth Screening includes:

- Job Duties at Most Recent Placement (s)/ Validating Pre-Employment
- Credential Verification
- Ensuring Contractors Eligibility to Work in United States
- Reference Check & Reason for Leaving Last Assignment
- Felony/Criminal/Drug Abuse Checks

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

-All email addresses given must be employer email addresses.

-Salary

-Position held with the employer

-All references given must be Management level personnel who can discuss the candidate's skills objectively.

-If the reference has a LinkedIn profile, we will review it to ensure validity.

After complete verification, candidates will be submitted to the Sourcewell by the designated Account Manager. Hiring Manager may interview the candidate post resume submission. Once we receive the green flag from the Sourcewell, we perform multiple other checks as requested which will include but not limited to E-verification, Drug Test, Finger Printing and other applicable Background Verifications.

Onboarding Process:

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

- Background of the project.
- Status of the project.
- Specific job duties and expectations.
- Introduction to the staff and consultants.
- Overview of the facility and infrastructure.
- Project processes overview, including time reporting, attendance, and status meetings.
- Review of confidentiality and conflict of interest.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	Describe your payment terms and accepted payment methods.	We offer flexible payment terms. We accept ACH, wire transfers and P-card payments with no additional cost to Sourcewell participating entities.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Not Applicable	*
51	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 agree to all terms and conditions mentioned in the contract template provided by Sourcewell and will use the same upon execution of the contract.	*
52	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-cards with no additional fees	*

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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Cogent is proposing below staffing solutions: USA: Temporary Staffing Temp - to - Hire Direct Hire Services Payrolling / Employer of Record Canada: Temporary Staffing Under Pricing sheet there are three spreadsheets: USA - Temporary Staffing USA - Other Staffing Solutions (in this sheet pricing is mentioned for Temp - to - Hire, Direct Hire Services and Employer of the record services)
54	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.	We have provided 1% discount to sourcwell on our overall pricing list.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts: \$0 - \$500K: 0 \$500K - \$1M: 0 \$1M - \$1.5M: 0.50% \$1.5M - \$2M: 0.75% \$2.5M - \$3M: 1% \$3M+ 2%
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Not applicable
57	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.	Not applicable
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Not applicable
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not applicable
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	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.	<p>We understand that, with budgets tightening, costs become increasingly important criteria influencing critical projects. We are cost effective and provide unmatched services at extremely competitive prices. We have highly competent market research team, who continuously keep our list of hourly rates updated specific to each state. We also follow the DOL minimum wage requirements. Cross checking Identification of employers who hire similar talent, Compensation provided by other employers. We support clients in all 50 states and multiple industries and there will be no challenge in serving the Sourcewell Participating entities. Cogent brings an exceptional knowledge of real time industry trends.</p> <p>We also have a dedicated Sales reporting team that will be responsible for sales and usage reporting under the contract. Samples are provided in the last section of the additional document.</p> <p>We also have dedicated team to manage GPOs and contract vehicles.</p> <p>The accounts team in conjunction with the sales reporting team will pay the admin fee.</p>
63	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.	<ol style="list-style-type: none"> 1. Time - to - Fill: Time to fill is a super useful metric for measuring the speed and efficiency of our recruiters. A poor time - to - fill rate suggests potential serious operational efficiencies that could be costing our firm money. 2. Candidate Satisfaction: From our point of view candidate satisfaction isn't about measuring the results. We use data in our ATS (JobDiva) to proactively make changes to our process and ensure higher rate of satisfied candidates. 3. Client Satisfaction 4. Ratios: These ratios are not a single metrics, but a whole category of metrics. This is critical for us because a candidate placement is a result of long chain of actions. If any of the link is weak, it severely impacts the result. Ratios allow us to analyse every stage of the process to determine any potential inefficiency. Below provided are the five metrics which represent various fundamental stages in a candidate placement. We track the relationship between each metrics to discover if there's a usual drop – off between any two stages. <ul style="list-style-type: none"> • Client Submission Count • Internal Submission Count • Job Count • Interview Count • Placement Count • Hit Ratio (Submission:Hire) 5. Recruitment and Retention: Hiring new employee's costs money. Therefore, we focus on retaining our existing employees by reducing the turnover and finding opportunities to improve efficiency to avoid replacing outbound employees. 6. Client Service Metrics: This part covers how we will measure the client satisfaction. Below provided are our methods which help to measure as well as identify up to what level our client is satisfied with our services. Metrics are: <ul style="list-style-type: none"> First Call Resolution - Here we measure what percentage (%) of complaint calls are completely resolved, the first time the client calls us. Client Retention - Here we keep a track of what percentage of client base do we retain, year over year. Time with client - This records the amount of time we spent with the client via various means like on telephone, in person meetings etc. Response time- This measures how quickly we respond to clients inquires or job orders

64	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.)	Admin Fee: 1.5%
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Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Cogent is providing staffing solutions mentioned as below:</p> <p>IT Staffing</p> <p>Non-IT Staffing</p> <p>Employer of Record Services</p> <p>Payrolling Services</p> <p>Staffing Models: Temporary, Temp – to – Hire, Direct Hire, Executive Search Services</p> <p>Detailed description in provided in additional document.</p>
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Customer Care/Customer Service Project Controls/Logistics Public Relations Skilled Personnel Accounting/Finance Administrative/Marketing Industrial/Commercial Engineering Information Technology Cybersecurity Roles Artificial Intelligence Roles Procurement Legal and Compliance Nursing Occupational Therapy Speech-Language Pathology Social Work Pharmaceuticals Dental Emerging and Specialized Roles Instructional Education Roles Non-Instructional Education Roles Special and Alternative Education Roles Education Administration Roles Additional Titles Construction Electricians HVAC Technicians Machinists Technicians Welders Mechanics Groundskeepers Painters Custodians Security Guards Traffic Management Executive Search Clerical Administrative</p>

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	
67	Professional services, such as accounting and finance, executive search, procurement, clerical, administrative, and legal and compliance	<input checked="" type="radio"/> Yes <input type="radio"/> No	Experience provided in the Additional document	*
68	Public sector and education health, such as nursing, occupational therapy, speech language pathology, social work, pharmaceuticals, dental, and support roles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Experience provided in the Additional document	*
69	Instructional and non-instructional education, such as teaching, interpreting, paraprofessionals, special and alternative education, custodial, food & nutrition, and education administration	<input checked="" type="radio"/> Yes <input type="radio"/> No	Experience provided in the Additional document	*
70	Skilled trade and general labor, such as construction, electricians, HVAC technicians, machinists, technicians, welders, mechanics, groundskeepers, painters, custodians, security guards and traffic management	<input checked="" type="radio"/> Yes <input type="radio"/> No	Experience provided in the Additional document	*
71	Managed service program and vendor managed solutions, such as procurement, coordination, technology, and management of staffing services provided by various vendors	<input type="radio"/> Yes <input checked="" type="radio"/> No	Experience provided in the Additional document	*
72	Recruitment process outsourcing, such as sourcing, screening, and hiring candidates	<input checked="" type="radio"/> Yes <input type="radio"/> No	Experience provided in the Additional document	
73	Employer of Record (EOR) services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Experience provided in the Additional document	
74	Other related services or solutions that support the staffing process	<input checked="" type="radio"/> Yes <input type="radio"/> No	Experience provided in the Additional document	

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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](#) - Pricing_Cogent Infotech Corporation.xlsx - Thursday June 13, 2024 14:46:34
- [Financial Strength and Stability](#) - Cogent Infotech Financials 2022 (Confidential).pdf - Thursday June 13, 2024 15:10:35
- [Marketing Plan/Samples](#) - Marketing Components Final.pdf - Thursday June 13, 2024 14:33:27
- [WMBE/MBE/SBE or Related Certificates](#) - Cogent_Certificates.pdf - Thursday June 13, 2024 14:57:39
- Warranty Information (optional)
- Requested Exceptions (optional)
- Standard Transaction Document Samples (optional)
- [Upload Additional Document](#) - Additional Information Response - Cogent.pdf - Thursday June 13, 2024 14:46:11

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. - Justin Acord, Executive Vice President, Cogent Infotech Corporation

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 obligations contemplated in the solicitation proposal.

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_12_Staffing_Related_Services_Solutions_RFP_061324 Thu June 6 2024 02:31 PM	<input checked="" type="checkbox"/>	11
Addendum_11_Staffing_Related_Services_Solutions_RFP_061324 Tue June 4 2024 07:49 PM	<input checked="" type="checkbox"/>	2
Addendum_10_Staffing_Related_Services_Solutions_RFP_061324 Thu May 30 2024 02:00 PM	<input checked="" type="checkbox"/>	1
Addendum_9_Staffing_Related_Services_Solutions_RFP_061324 Wed May 29 2024 04:12 PM	<input checked="" type="checkbox"/>	1
Addendum_8_Staffing_Related_Services_Solutions_RFP_061324 Fri May 24 2024 02:56 PM	<input checked="" type="checkbox"/>	4
Addendum_7_Staffing_Related_Services_Solutions_RFP_061324 Mon May 20 2024 06:26 PM	<input checked="" type="checkbox"/>	10
Addendum_6_Staffing_Related_Services_Solutions_RFP_061324 Fri May 10 2024 03:25 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Staffing_Related_Services_Solutions_RFP_061324 Wed May 8 2024 04:17 PM	<input checked="" type="checkbox"/>	5
Addendum_4_Staffing_Related_Services_Solutions_RFP_061324 Tue May 7 2024 02:33 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Staffing_Related_Services_Solutions_RFP_061324 Thu May 2 2024 04:45 PM	<input checked="" type="checkbox"/>	4
Addendum_2_Staffing_Related_Services_Solutions_RFP_061324 Tue April 30 2024 04:26 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Staffing_Related_Services_Solutions_RFP_061324 Mon April 29 2024 03:31 PM	<input checked="" type="checkbox"/>	3

**AMENDMENT #1
TO
CONTRACT #061324-COG**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Cogent Infotech Corporation** (Supplier).

Sourcewell awarded a contract to Supplier to provide Staffing with Related Services and Solutions, to Sourcewell and its Participating Entities, effective October 25, 2024, through October 24, 2028 (Contract).

NOW THEREFORE, the parties wish to amend the Contract as follows:

1. In response to Line Item 33 in Table 6 of the Proposal, the second sentence is modified to read as follows:

However, Cogent is currently in the process of business expansion in Canada.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 12/12/2024 | 1:04 PM CST

Cogent Infotech Corporation

Signed by:

By: 0472821ADBE3438...
Manua Mehta, President

Date: 12/12/2024 | 4:09 PM PST