

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Act 1 Group, Inc. and its subsidiaries, including All's Well, Inc., AllSTEM Connections, Inc. and AllSource PPS, Inc., and AgileOne (each a "Supplier"). Each Supplier shall be individually responsible for its own performance under this Contract and shall not be responsible for another Supplier's breach hereof.

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 staffing services ("Services") to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts with whom Supplier elects to contract with (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. SERVICES. Supplier will provide the Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Services Proposal (Proposal) is attached and incorporated into this Contract.

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 Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Services are suitable for and will perform in accordance with the ordinary use for which they are intended.

C. INTENTIONALLY OMITTED.

3. PRICING

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

A. INTENTIONALLY OMITTED

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 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. 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.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request 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 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 Service addition or deletion. The new pricing restatement must include all 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 Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws.

Notwithstanding the foregoing and/or any provision herein to the contrary, Supplier shall not be obligated to contract with any Participating Entity. 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 Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and may 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 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 and performance obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract, but the obligations will continue to be governed by this Contract or any modifications in an applicable Participating Addendum or Participation Agreement, as described in (B) below.

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. Notwithstanding any provision herein to the contrary, in the event that Supplier is subject to any third party fees or costs related to Supplier's compliance with the Participating Entity's invoicing or payment policies or practices (e.g. MSP fees, VMS fees, Ariba fees, credit card fees, etc.), Supplier will pass such fees or costs through to such Participating Entity without markup.

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, and Supplier does, require the use of a Participating Addendum or Participation Agreement, 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. Notwithstanding the foregoing, the parties acknowledge and agree that Contractor may negotiate any additional terms and conditions with Participating Entities to the extent they do not conflict with any terms expressly provided herein.

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

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

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

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

7. CUSTOMER SERVICE

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

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

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, 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 Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all 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 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. Notwithstanding the foregoing and/or any provision herein to the contrary, Supplier may subcontract the performance of Services, in whole or in part, without Sourcewell and/or any Participating Entity's prior consent, provided that the applicable Supplier shall be responsible for such subcontractor's performance as set forth in this Agreement.

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 negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; 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 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 to Participating Entities for any damage available at law 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 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.

C. **LIMITATION OF LIABILITY.** To the maximum extent permitted by law and notwithstanding any provision to the contrary herein, neither Supplier nor Sourcewell shall have any liability for any indirect, consequential, special or incidental damages, damages for loss of profits or revenues, whether in an action in contract or tort, even if such party has been advised of the possibility of such damages, unless such party has engaged in gross negligence or willful misconduct or the damages arise from a third party claim for which a party is entitled to indemnification hereunder.

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 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 occurrence

\$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 Sourcewell to immediately terminate this Contract for default.

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319,

12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of

an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and

disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier 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.

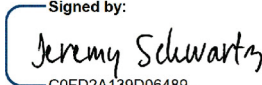
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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

The Act One Group, Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 1/8/2025 | 5:28 AM CST

DocuSigned by:

 CA00E2FFC8B34BD...
 By: _____
 Carlton Bryant
 Title: Executive Vice President
 Date: 12/31/2024

RFP 061324 - Staffing with Related Services and Solutions

Vendor Details

Company Name: The Act One Group
Does your company conduct business under any other name? If yes, please state: California
Address: 1999 West 190th St
2420 OAK DR
Torrance, CA 90504
Contact: Michele Gibbons
Email: mgibbons@agile1.com
Phone: 407-718-0273
Fax: 407-718-0273
HST#: 95-15939

Submission Details

Created On: Thursday May 23, 2024 11:29:24
Submitted On: Wednesday June 12, 2024 14:06:30
Submitted By: Michele Gibbons
Email: mgibbons@agile1.com
Transaction #: 28d2df75-4c8e-4d45-a3d5-f5b1946eae48
Submitter's IP Address: 98.35.217.71

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").	The Act 1 Group, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	AppleOne, Inc., temporary staffing services, All's Well, Inc. for temporary staffing services in healthcare roles, AllSTEM Connections, Inc. for STEM staffing, and AllSourcePPS, Inc. as payroll and employer of record provider for pre-identified and referred talent.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	AgileOne
4	Provide your CAGE code or Unique Entity Identifier (SAM):	SAM.GOV UEI is GQKMR2HGKN94
5	Proposer Physical Address:	1999 W. 190th St. Torrance, California 90504 United States of America
6	Proposer website address (or addresses):	www.agile-one.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):	Carlton Bryant Executive Vice President 1999 W. 190th St. Torrance, California 90504 United States of America (800) 872-2677
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michele Gibbons Senior Director, Business Development 1999 W. 190th St. Torrance, California 90504 United States of America Tel: (407) 718-0273 Email: mgibbons@ain1.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stacie Habegger Chief Sales Officer 1999 W. 190th St. Torrance, California 90504 United States of America Tel: (760) 304-7080 Email: shabegger@ain1.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	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.	For more than five decades, The ActOne Group has mobilized reliable teams of experts to deliver a wide range of innovative services and technology solutions to private, government, and public sector clients. The ActOne Group and its portfolio of companies engineer solutions to drive value to clients and trusted partners, maintaining a keen focus on total talent management, supply chain optimization, contingent and direct hire fulfillment, HR business services, and dedicated customer care. With over 2,600 employees and locations in Europe, North America, Latin America, and Asia Pacific, our company supports clients in more than 30 countries worldwide, with over \$4.3 billion in program spend under management. We are a private Black- and Woman-owned enterprise, and today, we are recognized as the largest diversity-certified workforce management and technology solutions provider in

the world.

Core Competencies Include:

- Workforce Management
 - Managed services provider
 - Payrolling
 - Direct sourcing and talent communities
 - Recruitment Process Outsourcing (RPO)
 - Procurement-based solutions (SOW, IC compliance, resource tracking, worker provisioning/de-provisioning)
- Temporary and direct hire staffing
 - Engagement, management, mentorship
- Government solutions
 - Drug and background screening
 - Employee benefits and wellness programs
 - Corporate Travel
- Software development and aggregation
 - VMS, ATS, CRM, HRIS/HRMS, AI-driven tools

Our Portfolio of Companies:

AgileOne

Scalable and sustainable workforce management, talent acquisition and technology solutions emphasizing continuous improvement in quality, efficiency, cost, risk and innovation for customers in North America, Europe, Asia Pacific and Latin America.

AppleOne

Multifaceted recruitment and staffing services provider for all labor categories in the United States, Puerto Rico, and Canada. Since 1964, AppleOne has connected great candidates with great companies through its unique “Hiring Made Human” approach that ensures every candidate receives the respect, support and advocacy they need to find the right fit for their talents.

AllSTEM Connections

Designs talent acquisition and human capital programs that prepare candidates and clients for the science, technology, engineering, and math (STEM) talent revolution. Unique talent engagement programs include direct talent sourcing and mapping, Team in a Box solutions, apprenticeships and internship programs and Master Vendor solutions.

All’s Well Healthcare Services

Specialty recruiting and staffing firm for assignment-ready talent in healthcare positions such as nurses, allied health, medical office administrative, and clerical personnel.

AllSourcePPS

Pure-play professional payrolling solutions and EOR services to onboard referred and known talent, and volume workforce transitions.

ActOne Government Solutions

Certified government contractor providing high-quality products and services to the state, local and federal marketplaces.

Core Values and Business Philosophy

Our clients are our number one stakeholder, and like Sourcwell, we live by the belief, 'it's not about us, it's about you.' Financial sustainability and expansion of our geographic footprint is organic through reinvestment of corporate profits back into our enterprise. As such, we take a measured and strategic approach to our company's growth. As a responsible company, we enter new markets in alignment with specific customer (new and existing) service needs. We are committed to progress and innovation. As such, we are proactive in everything we do. We design a solution that addresses immediate business demands and continually presents Sourcwell stakeholders with innovative ways to maximize return on investment, improve the user experience, utilize artificial intelligence to create lean and strategic process improvements, and more – all while finding unique ways to drive top talent into the Sourcwell enterprise. For example, as our MSP program matures with Sourcwell, we will work with Sourcwell stakeholders to present solutions around alumni, interns, freelancers, known talent and self-identified talent to build communities of candidates from which to curate and engage at attractive market rates.

Industry Experience

AgileOne has deep category experience delivering our solutions across all sectors including government, education, non-profit, healthcare, and public sectors. Today, we support multiple clients with locations across the country, such as Los Alamos National Laboratory, Harvard University, University of Chicago, University of California, Zovio, McGraw Hill, The Gates Foundation, Aya Healthcare, Lilly, Merck, Smiths

Medical, Hospital of the UPENN Healthcare System, BMC Health, and the world's largest banking regulator. We currently support over 600 government entities of varying size and scope with staff augmentation and employer of record services at the state, local, and federal levels, including the states of Florida, South Carolina, North Carolina, New York, Kansas, Texas, Colorado, California, and Washington (a comprehensive list has been provided in additional attachments). Types of positions supported for these clients include business professional, accounting/finance, admin/clerical, IT and technical, science and pharmaceuticals, skilled trades, executive, legal and compliance, education administration, clinical and allied health, marketing, and human resources. This includes clients located in similar landscapes, providing us with domain knowledge in key Sourcwell markets. We understand the market dynamics in your locations, and we continually evaluate lessons learned to enhance best practices that optimize all available talent streams with proven procedures in place to bring forward the right talent at the right time for the right price.

<p>11</p>	<p>What are your company's expectations in the event of an award?</p>	<p>As a service provider, our goal is to become a trusted partner to Sourcewell by delivering tailored, high-quality services to meet the specific needs of your diverse entities across all sectors. We understand Sourcewell operates as a self-sustaining government organization, and we are committed to supporting the Sourcewell mission and objectives through our comprehensive service offerings. We recognize that securing a contract with Sourcewell will require a strategic approach to market our services to Sourcewell entities and educate them on the benefits of partnering with us.</p> <p>AgileOne's vision is to "Connect, Build, Foster, and Grow" relationships with customers and suppliers in order to bring value to every member of the supply chain and produce meaningful change to the customer enterprise. AgileOne will integrate into the Sourcewell culture, managing government contracts and consolidating spend for organizations that choose to participate in the program. We will build synergy with hiring managers, executive stakeholders and entity partners to achieve success in overall performance, cost savings and cost avoidance, and bring top talent into the organization. Our communication model is designed to create legitimate and authentic success, drive business initiatives forward and connect our organizations to fashion efficiency and solve real-time problems for the clients we serve. We find that if we achieve this and we have the commitment from our client stakeholders that the success of these measures will be socialized in lieu of business development efforts, it creates a winning outcome for both parties.</p> <p>Partnership Approach By partnering with AgileOne, Sourcewell and their clients will gain a dedicated, responsive, and innovative service provider committed to success and the success of participating Sourcewell entities. We will develop a marketing and communication strategy to educate Sourcewell client organizations on the advantages of using the Sourcewell-contracted AgileOne MSP program. Our approach begins with gathering feedback from Sourcewell and categorizing organizations by size, spend, and opportunity, followed by our outreach program.</p> <p>We will conduct in-depth needs assessment discovery sessions for participating entities to ensure our services are tailored to their diverse requirements. Our collaborative approach ensures Sourcewell, and its client entities are engaged every step of the way. We implement continuous feedback mechanisms to gather input from Sourcewell client entities and use this feedback to enhance our services and gain buy in.</p> <p>Strategic Team Resource Alignment Participating Sourcewell client entities will each have a Single Point of Contact (SPOC) for each solution they participate in, ensuring seamless integration of our services with your operations. Our approach includes a combination of dedicated onsite and near-site resources to support the day-to-day operations of the program. We also leverage our network of Global Business Services (GBS) professionals to provide unparalleled flexibility, unlimited team scalability, and adaptability. This combination ensures seamless management of the Sourcewell account, enabling us to efficiently meet evolving needs.</p> <p>Governance Framework The AgileOne client services team designated to the Sourcewell account applies and enforces a program governance framework that drives compliance across all Sourcewell business units and locations, from co-employment, worker classification, safety, screening and on-boarding processes to legislative and statutory concerns impacting the cost of doing business for the client, the AgileOne MSP, and participating staffing suppliers.</p> <p>Commitment to Innovation We stay at the forefront of industry best practices and technological advancements. We recognize one of the primary reasons companies choose to partner with us is to deliver a program that balances the priorities of cost, quality, efficiency, risk, and innovation. As Sourcewell is moving and innovating to ensure their customers receive the highest level of customer care, engaging partners like AgileOne to digitize and humanize the candidate experience ultimately innovates and creates a more streamlined speed to hire process without sacrificing candidate quality. We are consistently pioneering efforts toward innovation that delivers higher productivity and lower costs.</p>
<p>12</p>	<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>We have provided our attached audited financial statements for the last two (2) years in the document upload section. Our 2023 audited financial statement will be released soon and we will be happy to provide it once received.</p>

13	What is your US market share for the solutions that you are proposing?	AgileOne is a total talent workforce management solutions provider operating in the staffing industry. According to industry analysts, the size of the MSP market in the United States is approximately \$62B. Based on this data, our US-based MSP and VMS market share is estimated to be between 7-8%.	*
14	What is your Canadian market share for the solutions that you are proposing?	AgileOne is a total talent workforce management solutions provider operating in the staffing industry. According to industry analysts, the size of the MSP market in Canada is approximately \$3B. Based on this data, our Canada-based MSP and VMS market share is estimated to be 4%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, our business has never petitioned for bankruptcy.	*
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.</p> <p>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?</p> <p>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>B. Our company is best described as a service provider with technology specializing in comprehensive workforce management solutions, including staffing, RPO, and payrolling services. All employees involved in delivering the proposed services will be our employees of AgileOne. In terms of a dealer network, AgileOne maintains a network of 3,500 global suppliers (e.g., staffing agencies, SOW vendors, Independent Contractors, and Freelancers), who we engage in our MSP programs to supply talent to client enterprises, government agencies, and local, state, and federal contractors.</p>	*
17	<p>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.</p>	<p>AgileOne and the broader ActOne Group enterprise are incorporated in the US and Canada. We are legally registered to conduct business in all states and territories across both countries.</p> <p>Diversity Affiliations</p> <ul style="list-style-type: none"> • National Minority Supplier Development Council (NMSDC United States) • Women's Business Enterprise National Council (WBENC United States) • California Public Utilities Commission (CPUC California, United States) • National LGBT Chamber of Commerce (NGLCC United States) • National Utilities Diversity Council (NUDC United States) • Women's Presidents Organization (WPO North America) • WEConnect • Minority Supplier Development Council United Kingdom (MSDUK) • Minority Supplier Development Council for Europe and Asia (MSD) • European Supplier Diversity Project (ESDP) • APSCo Outsource United Kingdom • APSCo Outsource Europe <p>Industry Affiliations</p> <ul style="list-style-type: none"> • Staffing Industry Analysts (SIA) • HRO Today • American Staffing Association (ASA) • Society for Human Resource Management (SHRM) <p>Data Security</p> <ul style="list-style-type: none"> • AgileOne systems and compliance processes are established with a clear focus on safeguarding identity, employment, contact information, financial data, transactions, technical data, usage data, and communications data. We comply with all required laws to ensure the safety of our customers, clients, and employees. We also provide options on our websites that enable users to select their preferences on interactions with cookies and advertising opportunities, ensuring the privacy preferences of website visitors are met. AgileOne's data security program is modeled to the NIST Cybersecurity framework and ISO 27001 standard using CIS Critical Security Controls and all corporate systems are SSAE 18 (North America) and ISAE 3402 (Europe) SOC 1 Type II and SOC 2 Type II certified and attested by independent auditor Grant Thornton LLP. <p>Corporate Social Responsibility</p> <ul style="list-style-type: none"> • United Nations Global Compact (UNGC) • EcoVadis <p>Taxation and Legal Compliance</p> <ul style="list-style-type: none"> • Grant Thornton LLP • Taylor Wessing 	*

18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable.	*
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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>AgileOne is well-regarded as an industry leader and our programs and teams have received numerous awards, including the following notable recognitions:</p> <p>Industry Awards:</p> <ul style="list-style-type: none"> • HRO Today MSP Baker's Dozen since 2010 – #1 on 2023 MSP Quality of Service Leaders list – #2 on 2023 MSP Overall Leaders list • HRO Today Baker's Dozen (RPO) since 2015 – #1 on 2023 Midsize Deal RPO Quality of Service Leaders list – #1 on 2023 Overall Midsize Deal RPO Leaders list • HRO Today Baker's Dozen (Total Workforce Solutions) since 2018 – #2 on 2023 Size of Deal Leaders list – #3 on 2023 Overall Leaders list • 2023 Supplier Diversity Champion by the US Pan Asian American Chamber of Commerce (USPAACC) • 2021 Global Recruiter UK Industry Awards Best Recruitment Process Outsourcing Business Category - United Kingdom • National Minority Supplier Development Council (NMSDC) Supplier of the Year 2020 <p>Executive Recognition:</p> <ul style="list-style-type: none"> – Five AgileOne executives named HRO Today's Talent Acquisition Superstars – AgileOne CEO and AgileOne Chief Sales Officer named to SIA Global Power Women 100 – AgileOne CEO Janice Bryant Howroyd inducted into the WBE Hall of Fame in 2021 <p>Client Awards:</p> <ul style="list-style-type: none"> • PG&E Supplier Diversity Leader of the Year • Delta Air Lines - Delta Star Award • Archer Daniels Midland Diversity Supplier of the Year • Molson Coors Corporate Service Supplier of the Year • Johnson Controls Customer Driven Award <p>Additional Awards Include:</p> <ul style="list-style-type: none"> • Technology Association of Georgia (TAG) Business Champion of Diversity Excellence • Staffing Industry Analysts (SIA) Largest U.S. Staffing Firms • SIA Top Performer (MSP/VMS/Overall) for four consecutive years from this former SIA recognition program • American Business Awards' Bronze Stevie® Award 	*
20	What percentage of your sales are to the governmental sector in the past three years	12%. Due to strict non-disclosure agreements, we are unable to name all specific clients, however, examples include a regulatory banking institution and a federal contractor to the Department of Energy.	*
21	What percentage of your sales are to the education sector in the past three years	8%. Examples include University of Pennsylvania, University of Chicago, Harvard, and the University of California system.	*
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?	AgileOne has clients like The Carlyle Group where our services are contracted at the corporate level and then the client's portfolio companies can opt in for our services at a pre-negotiated price. The average sales volume is \$100M.	*
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?	Our company has one GSA contract for Staff Augmentation under our staffing affiliate, AppleOne, Inc.	*

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 *
Los Alamos National Laboratory (LANL)	Liz Auchampaugh, Program Manager	As a courtesy extended to all clients, AgileOne will respectfully coordinate reference calls upon down selection. Please contact Michele Gibbons at mgibbons@ain1.com to coordinate.
University of Chicago	John Hillesland, Category Lead HR & Professional Services	As a courtesy extended to all clients, AgileOne will respectfully coordinate reference calls upon down selection. Please contact Michele Gibbons at mgibbons@ain1.com to coordinate.
University of California (UC)	Robert Puerzer, Senior Commodity Manager, Professional Services UC System-wide Procurement, Strategic Sourcing	As a courtesy extended to all clients, AgileOne will respectfully coordinate reference calls upon down selection. Please contact Michele Gibbons at mgibbons@ain1.com to coordinate.

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 *
Los Alamos National Laboratory (LANL)	Government	New Mexico - NM	MSP, SOW Procurement, Payrolling	Active Headcount: 750+	\$300M+
Financial Institution	Government	District of Columbia - DC	MSP, AccelerationVMS, Payrolling	Active Headcount: 750+	\$300M+
University of Chicago (UofC)	Education	Illinois - IL	MSP, Staffing, Payrolling, AccelerationVMS	Active Headcount: <250	\$20M
University of Pennsylvania (UPENN)	Education	Pennsylvania - PA	Staffing, Master Vendor, Payrolling, AccelerationVMS	Active Headcount: <250	\$12M
The Gates Foundation	Non-Profit	Washington - WA	Staffing, RPO	Active Headcount: <250	\$3M

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.	<p>Our company has a geographically diverse sales team that spans across the globe. All sales team members are direct employees.</p> <ul style="list-style-type: none"> • Locations: Our sales team supporting Sourcwell, and entities is strategically located throughout the US and Canada, which allows us to provide localized support and swiftly respond to Sourcwell and participating entity needs. Our team is highly mobile and readily travels to meet and support clients wherever they are . We have provided an attachment of listings of all locations across the US and Canada, including our global regional centers. These locations do not include the locations of employees working remotely. • Number of Workers: Our sales team is comprised of 50 business development professionals, and over 1,000 recruiters, all of whom are FTEs. • Sales and Service Overlap: Our sales team supports all business development needs throughout the duration of the contract. Sourcwell will have a SPOC business development contract, ensuring that any additional service requests or solution expansions are handled efficiently and effectively.
27	Dealer network or other distribution methods.	<p>Within our MSP program, we have a competitive global network of 3,500+ suppliers that is managed by AgileOne's Supplier Partnership & Engagement (SPE) team. Our SPE team provides compliance and performance assessment, ongoing mentorship, and diverse business opportunities to all engaged suppliers.</p> <p>Additional partnerships for service delivery include third-party legal and tax firms providing consultative services to ensure we operate in compliance with local laws and regulations. Our global governance team of legal, human resources, procurement, software development, and data analyst experts work directly with top-ranked consultancy firms to provide ongoing tax and pricing considerations, competitive wages, and regulatory research worldwide. These business alliances effectively position AgileOne to develop localized, country-specific solutions to achieve and maintain compliance, keep clients abreast of local legislation and regulation, and position our solution design teams alongside client stakeholders to assess and effectively work through complex challenges .</p>
28	Service force.	<p>Our service force is designed to be flexible and scalable to respond to the needs of our clients, with a presence in both US and Canada.</p> <ul style="list-style-type: none"> • Locations: We have over 200 office locations and regional centers strategically located throughout the US and Canada, as well as a regional network of Global Business Services (GBS) centers staffed with expert-level professionals providing scalability and 24/7 support to our dedicated MSP client service teams. We have provided an attached list of our physical office locations for reference. Additionally, we have remote staff to ensure we cover any location support as required by our clients. • Number of Workers: Our service force consists of 2650 FTE equivalents, all of whom are direct employees. Approximately 600 of our team members are dedicated specifically to AgileOne solutions (MSP, RPO, etc.), approximately 2,000 are dedicated to staffing solutions, and 50 dedicated to our payrolling solutions. • Sales and Service Overlap: Our sales team supports all business development needs throughout the duration of the contract. Sourcwell will have a SPOC business development contract, ensuring that any additional service requests or solution expansions are handled efficiently and effectively.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>AgileOne provides a comprehensive suite of services as outlined in this RFP. Each solution we offer—MSP, RPO, staffing, and payrolling—will have a dedicated Single Point of Contact (SPOC), an account team, and the necessary resources to deliver the services effectively. The ordering process will be consolidated through the MSP program. For example, our typical ordering process for MSP requisitions is as follows:</p> <p>AgileOne MSP fully manages the end-to-end requisition lifecycle, from requisition creation to job order fulfillment, worker onboarding, and invoice creation. We use the VMS to facilitate all activity from intake to fill and embed business rules into process workflows to ensure supplier compliance with requisition, worker onboarding, and worker offboarding requirements. The process includes:</p> <ol style="list-style-type: none"> 1. Client hiring manager creates requisition in VMS <ol style="list-style-type: none"> a. AgileOne created Worker Classification Decision Tree assists in determining the legally compliant worker type (e.g., staff augmentation, SOW, payroll, etc.) b. Real-time MRA and workforce analytics tool assists AgileOne MSP and the client hiring manager in determining competitive pay rates the local market will bear for both temporary workers and SOW projects c. Through the VMS, AgileOne actively monitors and provides support during the interview, negotiation, candidate selection, and candidate onboarding processes to ensure compliance with Sourcwell business rules and standard operating procedures 2. AgileOne manages the requisition-to-payment process: <ol style="list-style-type: none"> a. Reviews requisition for completeness and compliance with client's guidelines b. Releases requisition to suppliers via the VMS c. Monitors requisition for on-time fill d. Screens and shortlists candidates for hiring manager e. Schedules interviews and manages interactions with suppliers f. Onboards/oversees onboarding of worker

- g. Closes requisition and manages invoicing and payment
- h. Offboards/oversees offboarding of worker

Times to post/submit, interview, and fill are calculated per requisition and use the VMS's date and time stamp authentication of all transactional activity to identify and resolve any delays. Throughout the process, AgileOne ensures compliance standards, manages all terms, and conditions, and mitigates potential risks prior to any candidates starting to work at this client. AgileOne resources also specifically coach and counsel suppliers in areas such as interviewing and candidate selection to facilitate clear lines of communication, maximize speed, and improve candidate quality and ease of engagement.

Communication:

Communication is consistent, based on the premise that our fundamental goal during the requisition management process is to simplify the hiring manager experience by keeping them informed while also eliminating unnecessary administrative burden. Communication methods include VMS alerts and notifications, email, and telephone. For standard requisitions, the communication process is routine as the status is easily tracked through the VMS (e.g., hiring manager is alerted to a newly submitted resume, a confirmed candidate interview time, etc.). In addition to VMS-driven alerts and notifications throughout the end-to-end requisition management lifecycle, the AgileOne MSP team also actively communicates with both the hiring manager and the staffing agencies assigned to fill the open requisition to address questions, provide clarification, or resolve potential issues the agencies may be experiencing in filling the order. Our team also intervenes when no action has been taken against a requisition within a defined amount of time and works with the staffing agencies to identify roadblocks associated with the requisition ensuring quick action to challenges in order to get qualified candidates submitted.

Account Management

AgileOne will manage the account with a combination of dedicated onsite and near-site resources to support the day-to-day operations of the program. The team will be determined upon further discovery. We also leverage our network of Global Business Services (GBS) professionals to provide unparalleled flexibility, unlimited team scalability, and adaptability, as required. This combination of resources ensures seamless management of the account, allowing us to meet evolving needs efficiently. Final team size will be determined following additional discovery and planning with the client to determine how many and when new countries will be added to the program.

MSP respective program roles and responsibilities include the following:

- Program Manager (PM): Onsite or remote, upon preference. The PM is the day-to-day single point of contact, 100% dedicated to managing program operations. At the direction of the associate vice president (AVP) and operations director (OD), the PM leads client services team members and manages program deliverables. The PM implements account plans and operational strategies to achieve all service level metrics and facilitates proactive communication with the client end users to ensure successful program development, continuous improvement, and account satisfaction. Fosters client and key supplier partner relationships and successfully execute and manage planned strategies.
- Client Services Professional (CSP): Onsite or near-site. Day-to-day single point of contact for client hiring managers and end users, 100% dedicated to filling client's requisitions: Provides dedicated support to ensure the highest level of customer service while enforcing compliance with the conditions of the established service level agreements. Daily duties include facilitating the complete order fulfillment process, assignment management (issue resolution, quality reviews), hiring manager and supplier training, supplier management, and maintaining daily client satisfaction.
- Client Services Administrator (CSA): Coordinates support for the client services professionals team, focusing on administration of onboarding, off boarding, compliance, audit, and all non-client facing support tasks—allowing the client services professionals to be fully dedicated, providing white glove service to Sourcwell's hiring managers.
- Operations Director (OD): The OD leads operational excellence in client services delivery and manages and mentors the team to ensure value creation for our clients. The OD contributes to the ongoing operational plan at both the account portfolio and program management level (e.g., shared services integration, new program implementation, and commercial partnership). They lead multiple assigned client services resources on the account, providing consulting and thought leadership while also developing meaningful internal/external client partnerships at a senior level in order to gain an executive understanding of the total workforce solutions needs.
- Associate Vice President, Client Services (AVP): The AVP drives client account strategy and oversees the team delivering short-term and long-term goals agreed upon with the client. The AVP acts as a consultant, developing meaningful internal/external client partnerships at a senior level in order to gain an executive understanding of the total workforce solutions' needs. They are a trusted advisor and empowered to make key decisions to improve operations.

		<ul style="list-style-type: none"> • Business Development, Advisory Services: Brings best practices, expertise, and insights from the market and the industry into the account. Our advisory services include developing findings, conclusions, and recommendations for Sourcewell's consideration and decision-making. Our advisors work with the program management team and our data analysis team, applying strategies to address challenges and create opportunities for growth. We typically present findings and recommendations during the quarterly business review. Ad hoc strategy meetings can also be conducted for specific needs (i.e., global expansion, integration of new systems, direct sourcing inclusion into the program, IC validation set up, etc.) • Supplier Partnership and Engagement Relationship Manager (SPE): Our SPE group plays a key role during new program implementations and existing program change management strategies to help transition suppliers into a new program, making new supplier recommendations, and continually curating our supplier network to match pre-qualified suppliers to opportunities. The dedicated AgileOne MSP designs, develops, and executes the supplier enablement strategy, directing all supplier-related activities and ongoing supplier management, which includes order fulfillment, worker management, supplier quality reviews, and compliance audits. • Independent Contractor Compliance Team (when in scope): IC compliance specialists, including in-house attorneys to conduct IC evaluations, make worker classification recommendations, maintain defense file storage of all business documents and IC questionnaires collected during the evaluation process, and provide support services as either Pay Agent and/or Agent of Record to onboarded ICs, as well as Employer of Record (EOR) to non-qualified ICs that are then onboarded as W2 payroll workers through our sister company AllSourcePPS. • SOW Category Manager and Procurement Operations Analyst (when in scope): Procurement-based professionals with proficiency in managing time and materials and fixed-price projects based on years of experience governing SOW solutions of similar size and scope. • SOW Procurement Coordinators (when in scope): Experienced procurement transaction professionals who are familiar with SOW contracts, associated invoicing methods, and non-FTE worker administration. These resources will support engagement managers and suppliers with back-office processes and VMS actions throughout the SOW engagement lifecycle. • Data Analyst: The data analyst pulls and merges program data from all available resources and technology tools used in the MSP Program (VMS, PowerBI, HRIS Systems, ERP, etc.). Provides analytic census reports with notes and all extrapolated data and works with internal staff to drill-down specific elements and isolate data impacting specific business concerns, identify trends, and produce projections and forecast models based on any variety of scenarios. <p>AgileOne client service teams are always assigned corporate contacts to support each back-office function. These engaged supporting resources include:</p> <ul style="list-style-type: none"> • Client Services Team • Compliance and Audit Teams • Safety and Health Awareness Specialist • Data and Business Intelligence Analysts • Market Research and Wage Rate Analyst • Project and Product Management Teams • Corporate Billing (A/P, A/R) • Contract Specialist and support staff • Technical and Help Desk support staff
30	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>The AgileOne division of the ActOne Group currently has 600 employees supporting MSP customer services. Our MSP model approaches every facet of our solutions through the lens of customer service to support all functions. Our fully staffed Global Business Services Centers mentioned above ensure our clients are bolstered by a robust system of professional support available in alignment to any and every one of their operational time zones. Our customer service program is designed to deliver exceptional support and ensure the highest levels of client satisfaction. Below we provide a detailed description of our customer service process, response-time capabilities, commitments, and incentives.</p> <p>Client Discovery and Onboarding</p> <ul style="list-style-type: none"> • Needs Assessment: Our Implementation Team collaborates closely with Sourcewell to gather specific requirements, data, and program goals, in support of designing an implementation plan. • Customized SLAs: We collaboratively develop customized SLAs outlining the scope of services, performance metrics, and response time commitments, ensuring alignment with Sourcewell's needs. • Collaborative Approach: Throughout the discovery process, and a dedicated SPOC, we work hand-in-hand with Sourcewell stakeholders to ensure transparency and alignment. <p>Issue Management and Escalation Process</p> <p>The AgileOne team dedicated to the Sourcewell account is a phone call or email away. They are available immediately to resolve any business-critical issues and</p>

		<p>common requests received throughout daily operations. For business-critical issues, AgileOne highly recommends a collaborative and agreed-upon process and associated response timeframe for issue resolution with Sourcewell and their clients.</p> <ul style="list-style-type: none"> • Identification and Resolution: We have a structured process for identifying and resolving issues promptly, involving short-term and long-term resolution strategies. • Escalation Protocol: Our escalation process ensures that issues are resolved efficiently, with clear communication and collaboration between teams. • Response Time: During standard business hours, our response times are typically within 60 minutes, ensuring rapid resolution of any concerns. <p>Within our standard procedure, the AgileOne client services team monitors and responds to daily administrative, personnel, and the VMS technology matters to expeditiously resolve issues as they arise. Sourcewell is routinely updated throughout the resolution process to ensure transparency.</p> <p>Feedback and Continuous Improvement</p> <ul style="list-style-type: none"> • Accountability and Measurement: We measure success through various methods. Examples include: <ul style="list-style-type: none"> – Internal compliance audits – Internal client service team performance reviews – Achievements of defined and agreed upon SLAs – Hiring Manager feedback on AgileOne communication and customer service support – Customer satisfaction surveys – Voice of Customer feedback – Supplier satisfaction surveys – Voice of Supplier feedback • Continuous Improvement: Continuous improvement is an important part of our core philosophy and motivation, and we continually bring our clients new ideas and new ways to drive efficiency and maximize return on human capital investments, whether it be in process improvements, service enhancements, new strategies, bundling opportunities, or industry trends and data that directly impact and affect our clients' business strategies and execution. To ensure ongoing quality and continuous improvement, our client service and program compliance teams use key performance indicators to track progress toward the achievement of service level agreements (SLAs) for both the AgileOne MSP and individual suppliers participating in the program. We also use data to create MSP scorecards and supplier scorecards to consolidate all data sets into easy-to-understand reports that will be shared with Sourcewell, quarterly, or sooner upon request. <p>Account Team Compensation, Incentives, Awards, and Recognition</p> <ul style="list-style-type: none"> • Team Compensation and Incentives: Our client service teams receive base pay, with a bonus based entirely around SLA achievements, with opportunities for promotion, pay increases, and additional incentives for high performers. We will develop a comprehensive sales, marketing, and communication strategy in collaboration with Sourcewell to secure buy-in and support, ensuring that Sourcewell clients utilize the program. Our team will have incentives in place to drive business through the Sourcewell program. • Awards and Recognition: We recognize outstanding performance through annual awards ceremonies and events, celebrating the achievements of our team members. High-performing team members are also eligible for promotion, pay increases, additional financial bonus incentives, and awards and recognition. To highlight further, AgileOne's annual Connect Conference features an awards dinner where high-performing members are recognized for their efforts in supporting AgileOne and our clients. Additionally, our company's annual Founder's Club event is designed to recognize and honor the company's top performers who have demonstrated exceptional performance achieving excellence within their managed programs. 	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As a global service provider, AgileOne currently provides all proposed services in scope to clients in the USA and Canada and is able and willing to provide our services to Sourcewell participating entities. Our global spend is \$4.3B, with 80% in North America. AgileOne and the broader ActOne Group enterprise has over 200 offices across the United States and abroad. This number of office locations does not reflect the location of onsite client service teams or additional AgileOne resources working remotely.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As a global service provider, AgileOne currently provides all proposed services in scope to clients in Canada and is able and willing to provide our services to Sourcewell participating entities. Our global spend is \$4.3B, with 80% in North America. AgileOne and the broader ActOne Group enterprise has over 200 offices across Canada, the USA, and abroad. This number of office locations does not reflect the location of onsite client service teams or additional AgileOne resources working remotely.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	AgileOne MSP and our partners are equipped to provide our solutions across all geographic areas.	*

34	Identify any Sourcwell 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?	AgileOne is capable of providing our services to all Sourcwell participating entity sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	AgileOne does not have any specific contractual limitations or restrictions preventing us from providing MSP and other procurement solutions to participating entities in Hawaii, Alaska, and US territories. Any AgileOne exclusions of liability and certain terms regarding acts and omissions are outlined in our Agreement redlines.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	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>Objective In collaboration with Sourcwell, our goal is to create and implement a comprehensive sales and marketing strategy to gain buy-in from Sourcwell's client base for participation in our program. This is critical for the program's success and to ensure support from Sourcwell, as the overall spend rebate will be derived from this engagement. AgileOne's marketing strategy involves a multifaceted and comprehensive approach that ensures a transparent presentation and understanding of our services to the Sourcwell entities. We will deploy our sales force, including key members specialized in specific sectors, to provide personalized communication. Promotional tactics will encompass targeted email campaigns, extensive digital marketing efforts, and active participation in industry events. We will manage leads and maintain strong customer relationships with interested Sourcwell entities. Additionally, we will offer tailored solutions and highlight our expertise through case studies and testimonials. Founded on our key principles, Quality, Efficiency, Cost Effectiveness, Risk Mitigation, and Innovation, strategy is data-driven, with defined KPIs to measure success and continuously optimize our efforts.</p> <p>Strategy Overview We employ a multi-pronged approach to sales, marketing, manager experience, targeting key functions within each potential participating entity. Trust and credibility are at the heart of what we do. Our approach is friendly, high-tech, consultative, and we assess our audience in order to bring the best talent. Our drive to gain buy-in from Sourcwell entities begins with understanding who they are, their local needs, addressing the past, present, and future concerns of their executive leaders, key decision-makers, and hiring managers.</p> <ol style="list-style-type: none"> 1. Client Entity Discovery, Review, and Prioritization <ul style="list-style-type: none"> - Conduct a thorough review and evaluation of Sourcwell client entities. - Identify and prioritize key contacts within HR and Talent Acquisition, Procurement teams, and DEI&B departments, as these will likely be significant users of the program. 2. Communication Plan Development <ul style="list-style-type: none"> - Develop a targeted communication plan consisting of a cadence of digital marketing materials, marketing emails, phone calls, virtual or in-person outreach events - Schedule a cadence of appointments to introduce our program services and educate entities on the value and ROI of participating - This plan outlined what information will be communicated to whom, and how often. 3. Weekly Coordination with Sourcwell <ul style="list-style-type: none"> - Hold weekly or monthly calls with Sourcwell partnership leader to discuss contract sheets and new client acquisitions, new client partnership opportunities and priorities, answer questions about our services - Review open requisitions in the system and align with our centralized sales force and dedicated client service members to support specific locations - Provide spend reporting to help in making well-informed business decisions 4. Local Client Engagement and Education <ul style="list-style-type: none"> - Deploy our local sales force to visit client sites and provide on-site education about the programs - SPOC is assigned to ensure clear, transparent, and continuous engagement and support for Sourcwell clients through regular visits and follow-ups 5. Client Onboarding <ul style="list-style-type: none"> - Each client will have unique terms and conditions tailored to their specific needs. Our team provides comprehensive support throughout the entire onboarding process, ensuring a smooth transition and addressing concerns or questions that arise. 6. Governance <ul style="list-style-type: none"> - Sales leadership oversees the entire process to ensure strategic alignment and effective execution in partnership with our operational team - Monitor progress, address challenges, and adjust strategies as needed to maximize client engagement and program success

7. Quality Assurance

- Conduct weekly or bi-weekly calls to assess the performance status of workers
- Administer surveys based on your preferred frequency to gauge hiring manager satisfaction
- Provide comprehensive reporting to facilitate informed business decisions
- Implement a feedback loop to gather input from Sourcwell clients and use this feedback to continuously enhance our service offerings and marketing methods

Marketing Methodology: Best Practices

- Clearly Define the Value Proposition: We clearly articulate the problem(s) our program will solve and the value it will deliver to the organization. We focus highly on quantifiable benefits such as cost savings, improved efficiency, decreased time-to-fill, quality of hire, and enhanced productivity.
- Develop a Strong Business Case: We provide a compelling business case that outlines the program's costs, benefits, and return on investment (ROI), providing data and industry benchmarks to support our claims.
- Open Communication and Collaboration: We maintain open communication with stakeholders throughout the process. We address questions and concerns promptly and involve stakeholders in key decisions whenever possible.
- Identify readily achievable opportunities and immediate successes that will serve as advocates for the program. These champions will play a pivotal role in effectively communicating the program's success to other Sourcwell clients.
- We place every Candidate at the Center of the Universe: Our Candidate Care Framework is a highlight to partnering with AgileOne. We ensure high candidate satisfaction and worker retention for all of our clients.
- Prioritize our Clients' Business: We want you to succeed. We prioritize your business objectives, we think of your consumers, your employees, and your candidates. Our commitment is to support you effectively, allowing you to concentrate on your core business objectives.

Award Winning Marketing Example

As an example of our marketing successes, AgileOne is an award-winning Employer Brand and Recruitment Marketing Program. Our marketing program combines our Hermes Platinum winning BrandBoost™ innovative program with our Stevie award winning recruitment marketing collateral and tool designs that help clients secure top talent and grow their brands, we go unmatched in recruitment marketing. Our Subject Matter Experts Program go far deeper than our competitors, designing to elevate the culture and spirit of Sourcwell entities' Employee Value Proposition (EVP) and mission, while enhancing the heritage, trust, and strength inherent across their brand. We aggregated the spend through the program, ultimately driving costs down. Through comprehensive and collaborative brand assessment and social media footprint analysis, we can enhance an organization's already existing social presence, strengthen the EVP, evolve the current model, and continue distinguishing companies by delivering tailored insights, fostering stronger engagement, and amplifying brand resonance.

We share market data and insights with our clients regularly. In 'The Importance of Branding Your Recruiting Process' Forbes concludes that research shows that 75% of job seekers will investigate a company's reputation before applying for a job, and 50% of job seekers refuse to work for a company with a bad reputation, even with a pay increase. And these numbers are only increasing. The transparency that technology has made possible means that today's job seekers and employees have more insights than ever into the workplaces they're interested in, which means that employer branding is more important than ever.

Success Example

During a QBR with a client, the AgileOne team proposed an area of optimization around the supply base that led to a 10% cost savings. We implemented the optimization strategy following our QBR analysis and action planning. We are already seeing an increase in cost savings.

We have attached marketing samples in the upload section of our response.

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>AgileOne, as an owner and designer of its own proprietary software technology systems such as AccelerationVMS is well-staffed with IT, implementation, and client services team resources with proficient knowledge in industry-leading VMS and human capital management software technologies currently being utilized in the marketplace. AgileOne's recruitment marketing technology stack includes a variety of digital tools and AI-driven applications designed to streamline processes and gain efficiency in how we connect with, attract, and engage candidates. Our in-depth knowledge of AI, human capital technology systems, and experience designing technology stacks for various clients, empowers us to design solutions tailored to each entity's unique requirements. From selecting the right technology partners to providing ongoing support, we prioritize the seamless integration of high-tech solutions with high-touch customer care. As strategic collaborators, our IT and AI team is prepared to workshop, brainstorm, and build solutions. Over the past five years, our focus has been on digital transformation, including sustainable tech practices and ethical technology usage. We boast strong industry alliances with tech and service partners.</p> <p>Specific tools we use include:</p> <ul style="list-style-type: none"> • CRM • Brightfield TDX • Lightcast • PayScale • CareerBuilder Insights • Glassdoor • Google Analytics • DataUSA.io • AccelerationVMS • Workday • Microsoft PowerBI • Social media: Facebook, Glassdoor, Instagram, etc. • CoPilot <p>Our SMEs diligently review all delivery and operations technology stacks quarterly to allow the flexibility and adoption of new or beta-tested solutions. For example, currently our solutions team is reviewing the emergence of gamification, and the launch of virtual job previews as ways to enhance both candidate and hiring manager experiences. In terms of how we leverage technology tools in our client accounts, we understand emerging trends in technology innovation and act as our client's ally and advisor in identifying, evaluating, and integrating AI, machine learning, and chatbots. We create a customized technology stack for every client, leveraging our partnerships with leading providers in the talent technology space.</p>
38	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>Ideally, Sourcewell will serve as our partner in promoting contracts arising out of this RFP. The expected collaboration and partnership encompasses utilizing Sourcewell's communication network, use of educational resources, marketing equity, facilitation support, and advocacy for our services. By aligning our marketing and sales efforts with Sourcewell's knowledge and resources, we aim to maximize the reach and impact of awarded contracts, ensuring that participating entities receive the highest level of white-glove service and support from Day 1, which will also increase the rebate back to Sourcewell.</p> <p>To integrate Sourcewell awarded contracts into our sales process, our approach is as follows :</p> <ul style="list-style-type: none"> • Conduct thorough training for our sales team to ensure they understand the specifics and benefits of the awarded entity contract • Develop co-branded marketing materials and launch targeted campaigns to raise awareness within Sourcewell's network • Collaborate with Sourcewell on joint outreach initiatives to engage potential entities (new and existing) • Integrate contract details into our CRM system to track and manage opportunities • Use customized proposals that align with Sourcewell contract terms • Implement feedback surveys amongst awarded entities and conduct regular strategy reviews to continuously improve upon our sales approach • Utilize an email marketing tool for reach • Set up educational conference calls each week to gain buy in • Ensure we have individual Sourcewell client agreements set up appropriately for billing
39	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>As a service provider, our services are not currently available through an e-procurement ordering process. However, we can create a portal to our VMS technology. We are open to offering our services through an e-procurement system which could allow us to provide a comprehensive catalog of our services, making them easily accessible to Sourcewell entities interested in utilizing them.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe the types of tools and technologies your company uses for staffing management.	<p>On average, we are seamlessly bringing 4-6 technologies to each client account, maximizing functionality and client convenience. To aid our technology optimization for Sourcewell clients, we will utilize AI technologies, such as natural language processing (NLP) and machine learning, to enhance candidate screening, improve talent matching, and enable smarter decision-making. AI-powered Chatbots and virtual assistants can provide personalized support to candidates and streamline communication.</p> <p>In addition to our expertise at managing and configuring the reporting features made available through the VMS, our reporting and MRA toolkit, at a minimum, includes:</p> <ul style="list-style-type: none"> • Power BI business intelligence and data analytics: Creates dynamic data sets in support of predictive modeling, forecasting, and strategic planning, with drill-down capabilities to make confident decisions using up-to-the-minute analytics. • Exago ad hoc report designer: Integrates with most VMS's to deliver a dynamic technology stack to capture, consolidate, and generate real-time reports and dashboards used to drive strategic decisions. • TDX real-time market rate and workforce analytics: We integrate Brightfield's AI-driven TDX platform with the VMS to perform a real-time MRA at time of requisition or purchase order creation • Lightcast HR and people metrics: Market research and rate intelligence tool that measures economic factors impacting labor demand in any labor markets <p>With over 25 technology partnerships and growing, we continue to cement our position as a technology aggregator, well-versed in the deployment and optimization of all third-party tools, with primary examples including our proprietary as well as third party VMS tools, Applicant Tracking Systems (ATS), Candidate Resource Management (CRM) platforms, Market Rate Analysis (MRA) tools, Artificial Intelligence (AI) bots and platforms, Data Analytics tools, and ERP/HRIS systems. This, along with our domain knowledge as the owner and designer of our own proprietary VMS and technologies, makes us the ideal partner to help build, configure, and optimize your technology ecosystem to remain at the forefront of the industry and win the race for talent. There is no limitation to our ability or capacity to assist you in maximizing system functionality; integrating our technology with third-party systems and applications to build effective technology stacks; recommending how the technology should be configured to drive efficiency; and customizing client-specific business rules, by job title and location, across the supplier population to ensure a compliant contingent worker program.</p> <p>A crucial aspect of our technology roadmap, which promises significant benefits to Sourcewell clients, is our strategic approach to artificial intelligence, master data management, sub-service data management, and data literacy. Our current emphasis is on substantial investments in educating our teams about data literacy. Sourcewell clients from will immediately benefit from our Senior VP of Data and AI Transformation, Jordan Morrow, a dedicated global trailblazer in data literacy, who seamlessly combines technical expertise with a human touch. Rather than providing basic training on the utilization of AI-driven software solutions and platforms, we are dedicated to fostering a highly skilled and knowledgeable workforce. This approach ensures that our teams are not only proficient in operating AI-driven tools but also possess a deep understanding, enabling them to fully optimize these tools. This empowerment allows them to harness the full potential of data in support of your teams and your company's data-driven decision-making strategies.</p>

41	Describe how your company complies with legal and regulatory requirements.	<p>AgileOne's Head of Privacy works with our Risk Management, Data Privacy and Security, Human Resources and in-house Legal Teams to ensure privacy laws and other regulations are ensured.</p> <p>Security and Privacy Team: To ensure our data security standards are upheld and constantly improved, we have a Security & Privacy team that leads and collaborates on all data security topics, policies, and procedures throughout our operations. The Privacy Team has implemented procedures to comply with the California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA). Further, AgileOne and the ActOne Group enterprise, as applicable, complies with other data protection and privacy laws, including but not limited to the Fair Credit Reporting Act (FCRA), Health Insurance Portability and Accountability Act (HIPAA), and Health Information Technology for Economic and Clinical Health Act (HITECH), EU General Data Protection Regulation (GDPR), UK Data Protection Act 2018 and UK GDPR, and Brazil General Data Protection Law (LGPD).</p> <p>Our IT systems and compliance processes are established with a clear focus on safeguarding identity, employment, contact information, financial data, transactions, technical data, usage data, and communications data. We comply with all required laws to ensure the safety of our customers, clients, and employees. We also provide options on our websites that enable users to select their preferences on interactions with cookies and advertising opportunities, ensuring the privacy preferences of website visitors are met. AgileOne's data security program is modeled to the NIST Cybersecurity framework and ISO 27001 standard using CIS Critical Security Controls and all corporate systems are SSAE 18 (North America) and ISAE 3402 (Europe) SOC 1 Type II and SOC 2 Type II certified and attested by independent auditor Grant Thornton LLP.</p> <p>We have put procedures in place that deal with any suspected personal data breach, and any applicable regulator of a breach, where we are legally required to do so. Both our employees and suppliers must comply with our data security requirements, through contracts and codes of conduct where relevant, within our operations and supply chain.</p> <p>We have implemented data security measures and technical and organizational measures to prevent personal data from being accidentally lost, used, accessed in an unauthorized way, altered, or disclosed. In addition, we limit access to personal data to employees, agents, contractors, and other third parties who have a business need to know. All employees at AgileOne and across the ActOne Group enterprise complete online training courses comprised of Privacy Basics, Security and Privacy Awareness, and Cyber Security Awareness training. As an organization, we reiterate the importance of online security through frequent communications and updates within our internal communications.</p>
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>AgileOne and the broader ActOne Group has implemented several green initiatives aimed at reducing its environmental footprint and promoting sustainability. These initiatives include:</p> <ul style="list-style-type: none"> • Reducing Electricity and Gas Consumption: Our company has strategized necessary steps to decrease consumption of electricity and gas, implementing metrics for continued consumption tracking. • Focus on Greenhouse Gas Emissions: Efforts have been concentrated on reducing GHG emissions from air travel, auto travel, and electricity consumption, especially as business operations resumed post-2020. • Carbon-Neutral Business Travel Program: To address the increase in air travel emissions, our company has partnered with organizations to implement a carbon-neutral business travel program. <p>Certifying Agencies include EcoVadis: Awarded a Silver Medal for our company's sustainability efforts.</p>
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.	<p>AgileOne and the broader ActOne Group has received the Silver Medal from EcoVadis, recognizing our company's overall sustainability performance and commitment to green initiatives.</p>

<p>44</p>	<p>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>	<p>Our company certified by the following diversity organizations:</p> <ul style="list-style-type: none"> • National Minority Supplier Development Council (NMSDC United States) • Women’s Business Enterprise National Council (WBENC United States) • California Public Utilities Commission (CPUC California, United States) • National LGBT Chamber of Commerce (NGLCC United States) • National Utilities Diversity Council (NUDC United States) • Women’s Presidents Organization (WPO North America) • WEConnect • Minority Supplier Development Council United Kingdom (MSDUK) • Minority Supplier Development Council for Europe and Asia (MSD) • European Supplier Diversity Project (ESDP) • APSCo Outsource United Kingdom • APSCo Outsource Europe <p>Diversity certificates from governing authorities are attached for your review.</p>
<p>45</p>	<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>AgileOne appreciates and values competition in the marketplace. Today, the reality is there are very few distinguishing factors between suppliers as every leading provider in the MSP space has the capabilities to deliver a similar set of solutions to leading enterprises like Sourcewell. We do differentiate ourselves as the largest private, Black- and-Woman owned workforce and vendor management solutions provider in the world and a Corporate Plus partner to the NMSDC. Annual contingent labor spends billed through AgileOne have helped several of our current clients achieve Billion Dollar Roundtable status. Additionally, several of our clients have achieved Platinum and Gold status through the Supplier Diversity Champions program established by the US Pan Asian American Chamber of Commerce (USPAACC), a list that also includes AgileOne as the only workforce and vendor management solutions provider recognized for our excellence in supplier diversity (https://sdchampions.org/#Sponsor).</p> <p>We are also surpassing our competitors through a strategic edge in artificial intelligence, master data management, sub-service data management, and data literacy. Our current emphasis is on substantial investments in educating our MSP teams about data literacy. Rather than providing basic training on the utilization of AI-driven software solutions and platforms, we are dedicated to fostering a highly skilled and knowledgeable workforce. This approach ensures that our teams are not only proficient in operating AI-driven tools but also possess a deep understanding, enabling them to fully optimize these tools. This empowerment allows them to harness the full potential of data in support of your teams and your company’s data-driven decision-making strategies.</p> <p>Unique strengths include:</p> <ul style="list-style-type: none"> • Decades of government and federal industry experience • Experience supporting clients in the Sourcewell entity sectors across the United States and Canada • Expertise in managing multiple invoicing requirements for clients • Dynamic safety management and health awareness program with automated incident reporting • Our “Everything and Everyone Matters” approach to customer service support and service delivery excellence holds us accountable to the past, present, and future so we are always providing a result. • The Candidate is the Center of the Universe, has been a guiding principle since the inception of our company, predating the industry trend and focusing on the candidate’s experience. People-focused solutions distinguishes us as an innovative global workforce solutions provider, and a leader in effectively attracting, managing, and retaining talent for our clients • MSP vendor neutrality results in AgileOne’s unique vendor engaged supplier management strategy. Suppliers are eager to work for AgileOne since we do not compete for job orders as employers of record with the suppliers. Rather than competing with our suppliers, we work closely and collaboratively together to improve service delivery, talent quality, and compliance with all laws and regulations. • Guided-buying sourcing strategies to simplify the hiring manager request to creating a job or purchase order, which is then managed by AgileOne to identify the best sourcing channel in which to engage top talent at the best price and accurate worker classification • Leadership in DEI&B initiatives and the delivery of a best-in-class vendor-engaged management program, including ongoing supplier mentorship, annual recognition programs (“Best of the Best” awards), supplier-client forums, and the strongest supplier diversity program in the industry (an average of 42% Tier 2 diverse supplier spend across all our MSP programs) • Privately held company capable of making quick decisions to elevate our service delivery in alignment with client-specific initiatives, our clients are our shareholders • Black and Woman-owned enterprise, certified by diverse governing bodies globally, with proven diversity, equity, inclusion, and belonging (DEI&B) engagement strategies for suppliers and contingent talent. • Firm commitment to corporate sustainability and Environmental, Social, and Governance (ESG), and signatory to the UNGC and annual sustainability evaluations by Eco Vadis (Silver Star Award status).

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 *
46	Describe any performance standards or guarantees that apply to your services.	<p>AgileOne’s strategy for achieving Service Level Agreements (SLAs) and Key Performance Indicators (KPIs) begins with a meticulous selection process, ensuring that the SLAs and KPIs we set are specifically tailored to bring meaningful value to your company. While certain metrics are crucial for compliance with global policies, laws, and regulations, others are designed to address your company’s present needs and propel Sourcewell towards future strategic goals.</p> <p>Our SLAs are designed to emphasize success in quality, efficiency, cost, exposure, and innovation. Executing this framework requires a true understanding of the current, "as-is" state of your program and then driving improvement toward your "desired" state goals. Beginning with a thorough analysis of current program performance, AgileOne and Sourcewell can then formulate meaningful program performance goals. Service level agreement (SLA) targets should be finalized following a benchmarking period of six months. This allows the MSP program to reach a steady state and enables measurement of data generated by the new program rather than the previous one. SLAs are tracked and reported monthly and are also included in formal Quarterly Business Reviews (QBRs) and Annual Reviews.</p>

<p>47</p>	<p>Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).</p>	<p>Suggested SLAs and KPIs: AgileOne has provided a sample list of SLAs by worker type. In our managed service programs, SLAs are utilized to monitor and optimize performance by aligning service delivery with our clients' business objectives. Our goal is to ensure that SLAs facilitate the achievement of specific goals without overburdening staffing suppliers. We aim to avoid creating a service environment that is overly focused on penalty avoidance, which can detract from enhancing overall quality, efficiency, and cost-effectiveness.</p> <p>Therefore, our best practice recommendation is to select no more than 3-5 SLAs and 3-5 additional Key Performance Indicators (KPIs) to drive process improvements, candidate delivery, compliance, cost savings, and cost avoidance. These SLAs and targets can be adjusted over time to address more advanced focus areas as our program matures and scales, ensuring continuous alignment with your evolving initiatives.</p> <p>Program Governance, Oversight, and Accountability: The AgileOne client services team designated to the Sourcewell account applies and enforces a program governance framework that drives compliance across all Sourcewell business units and locations, from co-employment, worker classification, safety, screening and on-boarding processes to legislative and statutory concerns impacting the cost of doing business for the client, the AgileOne MSP, and participating suppliers (i.e. Affordable Care Act, Sick Leave Ordinances, Worker Tenure Limits, Statutory Expense Caps, etc., in the United States; as well as Worker Council Rules, Pay Parity, TUPE, and related employment laws in Europe and other countries).</p> <p>The team actively monitors all day-to-day activities, providing a "white glove" human touch to customer service, supported by automated business rules and performance tracking configured into the VMS. In addition to day-to-day monitoring of policy management, process, and program governance, AgileOne conducts routine supplier update calls to review policies, discuss procedures, and more, while also addressing continuous improvement initiatives such as supplier coaching and counseling, recruiting calendar management and sourcing strategies to increase the talent pool available to Sourcewell hiring managers from which to choose. In addition to maintaining continuous communication with all Sourcewell hiring managers to assess service delivery, on-site team members conduct site walks and observation to assess work environment conditions, and gauge contingent worker satisfaction while on assignment.</p> <p>Quarterly, AgileOne will conduct formal business reviews with Sourcewell stakeholders to evaluate key program metrics and performance indicators, service level agreement (SLA) and compliance adherence, and more, including assessment of existing market data and intelligence, industry trends, future projections, and pending legislation and/or regulations that may impact Sourcewell and its labor initiatives. Data is a compilation of actual program metrics and analytics quantified by our Global Data Scientist across all Sourcewell job sites and corporate offices in scope. If our team identifies recommendations or other valuable insights that may impact the program and stakeholders we will not wait until the QBR, we believe in prompt communication and will proactively bring forward information.</p>
<p>48</p>	<p>Describe your recruitment and vetting process.</p>	<p>As it relates to the MSP's role in job order fulfillment, AgileOne plays a key role in supporting the staffing agencies in bringing forward qualified, interested, and assignment-ready candidates.</p> <p>AgileOne provides high touch, "white glove" support to Sourcewell hiring managers and suppliers to ensure candidates are well-qualified before they are submitted for consideration. In addition to curating the optimal supplier base for Sourcewell, AgileOne creates an environment that best positions program suppliers to succeed in bringing forth qualified, interested, and assignment-ready candidates for Sourcewell's contingent openings. Examples include:</p> <ul style="list-style-type: none"> • AgileOne's client services team supports Sourcewell hiring managers, as needed, in creating requisitions, down-selecting candidates submitted by the suppliers, and communicating with suppliers to ensure the candidate quality expectations are being met by clearly defining requirements, addressing supplier clarification questions, and providing best practice recommendations to improve sourcing and screening procedures. • Our team works closely with your hiring managers to identify their candidate quality requirements and soft skills preferences and, in turn, openly share this information to suppliers supporting the job titles for which those hiring managers are responsible. • AgileOne provides Sourcewell and the supplier population with ongoing and relevant market intelligence impacting the labor market so all parties can adapt ahead of change. • Our dedicated MSP team hosts open forums with the suppliers to gain their

insight into market changes, discuss better business practices, and facilitate a data exchange between the suppliers and Sourcewell for high-level review, forecasting, and strategic planning.

- AgileOne works with Sourcewell Human Resources and hiring managers to create and/or enhance existing brand messaging and, in turn, working with suppliers to ensure they are creating compelling job advertisements in support of the Sourcewell brand.
- We leverage AccelerationVMS technology to automate the requisition-to-fulfillment process, affording suppliers more time to recruit and source rather than being bogged down by administrative burdens.

AgileOne tailors the screening process to each client and our teams leverage VMS technology to simplify and expedite the candidate selection process. VMS system functionality such as keyword match, candidate comparison, automated skills matching, candidate sorting, and candidate documents access will be applied to screen, rank, and select candidates.

Correctly configured VMS technology also benefits improvements in candidate selection and provides the ability to compare multiple candidates, side-by-side. Comparison criteria may be customized, but generally includes:

- Relevance % to the job skill(s) requirements
- Conceptual keyword match and relevance reporting against the qualifications and responsibilities of a job requisition and the candidate resume.
- Electronic skills-matching automates the process of pre-screening candidates for job orders with a "skill match ranking percentile" number to each candidate.
- Sort candidates by the weighted percentile value, view resumes with the highest percentile of matched skills.
- Electronic attachment of applicant resumes and other job-related documents and certifications for immediate access.
- Bill Rate
- Contractor availability
- Whether or not the contractor was a former employee of Sourcewell
- Whether or not the contractor was a former temporary worker at Sourcewell
- Work experience
- Education

In playing an active role in the candidate selection process, AgileOne strategies improve the candidate experience and, in turn, improve overall candidate retention, time-to-productivity, and fit.

Staffing: Recruitment and Vetting Process

Our recruiting process includes a combination of social network engagement, targeted job advertisement campaigns on niche and mainstream career sites, and community-level recruiting (e.g., job fairs, chambers of commerce, local job centers, colleges, universities and trade schools, etc.). Our internal CRM is utilized to enroll applicants and match these applicants to temporary, temporary-to-permanent and direct-hire placement opportunities, using algorithms to identify best-fit candidates for specific assignments based on roles and responsibilities and hiring requirements (e.g., experience, education, certifications, and more). During the recruiting and screening process, we use behavioral-based interview methods to identify both hard and soft skills to not only determine an individual's qualifications, but also determine whether or not the individual is a culture fit for the client enterprise and work environment.

Aspects of our overall market talent pipeline include a variety of sourcing methods:

- Candidate referral - our branches are trained on a 3R methodology (referrals, re-activates, recruits). Each recruiter generates a minimum of 3 candidate leads for each candidate placed on assignment. Our candidates speak to our continued job placement success attributing to a 60% referral candidate pool.
- JobCaster - proprietary web recruiting tool reaching 75 selected websites
- Web Recruiter, Universal Search, Universal Repository
- Ads and searches with CareerBuilder, AppleOne company site, Indeed, Monster, LinkedIn, Dice and more
- Job fairs/Hiring events
- Niche job board management and mining
- Social networks (Facebook, LinkedIn, Twitter)
- Blogs, live chats, SEO (Google, Bing)
- City and County workforce partnerships, government assistance programs
- Network marketing

Further, we have a National Fulfillment Division that dedicates 15 cloud-based recruiting specialists, including senior and specialized recruiters, who electronically source, recruit and screen candidates, and 3 orientation/on-boarding specialists, who serve areas where we do not have a physical office or when there are hard-to-fill

requests. Qualifications being equal, the difference between a great hire and an adequate one is often a question of how well they fit into your company culture. What sets our staffing verticals apart is that we take the time to understand the atmosphere, pace, values, and climate of the Sourcewell client. We go beyond the resume to find out as much about a candidate's experience, goals, and character as possible. What environments do they thrive in? Where has their career path taken them, and where do they see themselves going? Successful placements aren't just about analyzing what's on paper. We are ISO and IMAGE certified to ensure a thorough and consistent evaluation process, which includes extensive interviews with each applicant using behavioral-evaluation techniques. Our branch staff takes the extra time to learn each individual candidate's aspirations, talents, skill level, past experiences, preferred work environment, and more, allowing the applicant to be placed in the position best suited for them.

Sourcing Components

Our sourcing approach for volume hiring and professional positions is a collaboration of four key sourcing components: direct sourcing, social media, just-in-time recruitment, and pipelining.

Direct Sourcing:

Our direct sourcing strategy includes outbound attraction, active talent engagement, and passive talent engagement, with ongoing communication and updates to maintain candidate interest. We provide transactional requisition support and utilize automated marketing campaigns to ensure a seamless and efficient recruitment process.

Social Media:

We leverage social media for prospecting, talent segmentation, and building talent networks. Our approach includes per-click advertising, geo-targeting, and geo-sensing to reach the right candidates. Targeted social media campaigns, along with CRM and email campaigns, help us engage and attract top talent effectively.

Just in Time Recruitment - Hiring Events:

Our just-in-time recruitment efforts include organizing career fairs, virtual career fairs, and interview nights, which can be conducted both in-person and virtually. We also host virtual open houses to provide candidates with a comprehensive view of job opportunities and company culture.

Pipelining:

Through our technology partner Fountain, we automate pipelining efforts, including ATS mining and per-click advertising. Geo-targeting and referral programs further enhance our reach. Our proprietary CRM and search tool, Office Automation (O/I), uses artificial intelligence (AI) to match candidates with specific roles, responsibilities, requirements, and skills. We build relationships with both active and passive candidates through email campaigns and develop, grow, and curate our talent community using our CRM capabilities.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	Describe your payment terms and accepted payment methods.	Our standard payment terms are Net 30. Alternate, client-preferred payment terms will be considered on a case-by-case basis: For example, smaller niche suppliers may require exceptions to longer payment terms. We can electronically accept ACH and wire transfer payments.
50	Describe any leasing or financing options available for use by educational or governmental entities.	As a service provider, we do not offer leasing or financing options. We understand budgetary constraints educational and governmental entities often operate under, and to accommodate these needs, we would require further discovery of the potential partnership.
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.	<p>Standard transaction documents we expect to use in connection with an awarded contract include, but are not limited to:</p> <ul style="list-style-type: none"> • NDA • Master Services Agreement • Statement of Work (SOW) • Invoice • Service Level Agreements • Contingent Worker Acknowledgement • Background and Drug Screening <p>Samples of these documents are uploaded in the upload section of the response. These documents are provided as samples for illustrative purposes only and are not intended for actual use in any transactions or legal contexts.</p>
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 prefer not to utilize a P-card payment process, as our technology eliminates the need for this additional process and cost. It is important to note that if there are any additional costs associated with using a P-card process, such as fees from third-party payment providers, our contract ensures that these costs are passed through to the client. This means that any expenses incurred by AgileOne for using third-party payment methods won't be deducted from our fees, ensuring transparency and fairness in our partnership.

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.	We have attached our pricing proposal for all proposed services in the upload section of our response.
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.	The labor pricing is discounted based on market factors like geography, experience, demand, and perceived value. Because labor rates can't be discounted by volume, we've introduced a rebate of 0.5% of the program's total spend for Sourcwell.
55	Describe any quantity or volume discounts or rebate programs that you offer.	We offer a .5% rebate on the total spend through the program, which is accrued and paid out annually.
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.	The pricing structure we have proposed follows a cost-plus-percentage model. It entails a pay rate plus a markup, encompassing all expenses like taxes and benefits, calculated based on an hourly bill rate.
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.	There are no known additional costs at this time.
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.	<p>In our proposal, we offer a range of unique distribution and delivery methods tailored to meet the diverse needs of our clients. These include:</p> <ul style="list-style-type: none"> • Customized Solution Packages: We understand that each client is different and has unique requirements. We offer customized service packages tailored to their specific needs. This ensures that our clients receive the exact level of support they require. • Flexible and Scalable Delivery Models: We provide flexible delivery models to accommodate varying project scopes and timelines. We accommodate clients who may require on-site support, remote, or a combination of both, and we have the capability to adapt our delivery approach accordingly. Through our Global Business Service centers, our clients are supported 24/7. • Innovative Technology Solutions: Leveraging cutting-edge technology, we offer innovative solutions to streamline distribution and delivery processes. From our proprietary VMS and advanced tracking systems to automated workflows and business and data analytics partnerships, our technology stacks and solutions enhance efficiency and transparency throughout the delivery process. • Proactive and Transparent Communication: We prioritize our clients. Clear and proactive communication keeps our clients and stakeholders informed every step of the way. Through regular progress updates, scheduled QBRs, dedicated client portals, or real-time collaboration tools, we ensure transparency and accessibility throughout the delivery and implementation process.

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>AgileOne operates under an open book pricing model. We are transparent in our billing and routinely audit records to ensure invoicing and billing accuracy. All program data is viewable and available in real-time via our AccelerationVMS technology. All transactional activity is authenticated via data and time stamp for auditing purposes.</p> <p>AgileOne invoices weekly so we can actively monitor and manage the invoicing process - addressing issues and taking corrective action - as needed, in real time. Our dedicated client services team is supported by special billing experts who oversee the invoicing process, engage suppliers to ensure compliance, identify and mitigate against risk (i.e., errors and reconciliation), and hold suppliers accountable to contractual terms and conditions to deliver timely and accurate invoices. They achieve this through system tracking and activity/timekeeping audit, email alerts and notifications (i.e., reminders), and direct telephone calls to supplier billing departments. For invoice reconciliation, back-end and front-end system comparison reports are generated. If the totals and values from the two sources do not match, the discrepancy will be corrected on the next possible invoice. Similarly, our client services team, supported by off-site special billing resources, actively manages the timekeeping and invoicing process, proactively identifying and responding quickly billing issues to eliminate adverse impact through timely resolution.</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.	We have provided a sample list of SLAs in the upload section of our response.
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.)	We propose .5% of the spend through the program.

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.	We have provided our comprehensive solutions overview in the Document Uploads section of our response. Please see "AgileOne Proposed Services_Sourcewell Q65."
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategories of our solutions are outlined in our attached "AgileOne Proposed Services_Sourcewell Q65."

Table 148: 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	Staffing for these labor types and roles is included in our proposed solution.	*
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	Staffing for these labor types and roles is included in our proposed solution.	*
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	Staffing for these labor types and roles is included in our proposed solution.	*
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	Staffing for these labor types and roles is included in our proposed solution.	*
71	Managed service program and vendor managed solutions, such as procurement, coordination, technology, and management of staffing services provided by various vendors	<input checked="" type="radio"/> Yes <input type="radio"/> No	MSP and VMS solutions are included in our proposed solutions. This solution is outlined in our response to 065.	*
72	Recruitment process outsourcing, such as sourcing, screening, and hiring candidates	<input checked="" type="radio"/> Yes <input type="radio"/> No	RPO is included in our proposed solutions. This solution is outlined in our response to 065.	
73	Employer of Record (EOR) services	<input checked="" type="radio"/> Yes <input type="radio"/> No	EOR services are provided through our affiliate, AllSourcePPS. This solution is outline in our response to 065.	
74	Other related services or solutions that support the staffing process	<input checked="" type="radio"/> Yes <input type="radio"/> No		

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - AgileOne Pricing Proposal_Sourcewell.pdf - Wednesday June 12, 2024 13:44:51
- [Financial Strength and Stability](#) - Corporate Audited Financial Statements Q12.zip - Wednesday June 12, 2024 13:45:13
- [Marketing Plan/Samples](#) - AgileOne Sample Marketing Materials.zip - Wednesday June 12, 2024 13:45:32
- [WMBE/MBE/SBE or Related Certificates](#) - ActOne_Group-AgileOne_Diversity_Certificates Q44.zip - Wednesday June 12, 2024 13:46:23
- Warranty Information (optional)
- [Requested Exceptions](#) - Contract_Template_RFP_061324_Staffing_Services_Solutions (AgileOne RL 06112024).docx - Wednesday June 12, 2024 13:46:38
- [Standard Transaction Document Samples](#) - AgileOne Standard Transaction Documents Q51.zip - Wednesday June 12, 2024 13:46:51
- [Upload Additional Document](#) - Service Solutions and Additional Attachments.zip - Wednesday June 12, 2024 13:54:15

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. - Gary Randazzo, Senior Director, Global Business Communications, The Act 1 Group, Inc. DBA AgileOne

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-TAO**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell and The Act 1 Group, Inc. and its subsidiaries, including All’s Well, Inc., AllSTEM Connections, Inc. and AllSource PPS, Inc., and AgileOne** (each a “Supplier”).

Sourcewell awarded a contract to the Supplier to provide Staffing with Related Services and Solutions to Sourcewell and its Participating Entities, effective January 8, 2025, through October 24, 2028 (“Contract”).

The parties agree to amend the Contract for purposes of correctly identifying the individual Supplier(s) and their respective relationships to The Act 1 Group, Inc. (to include AppleOne, Inc. and to clarify that such parties may be subsidiaries *and/or affiliates* of The Act 1 Group, Inc. dba AgileOne).

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

The opening paragraph of the Contract is deleted in its entirety and replaced with the following:

“This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Act 1 Group, Inc., dba AgileOne, together with its subsidiaries and affiliates, including All’s Well, Inc., AllSTEM Connections, Inc., AppleOne, Inc., and AllSource PPS, Inc. (Each is a “Supplier.”). Each Supplier shall be individually responsible for its own performance of Services under this Contract and shall not be responsible for another Supplier’s performance of Services, including any indemnity and hold harmless obligations.”

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

Sourcewell

Signed by:

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

Date: 2/5/2025 | 12:04 PM CST

The Act One Group, Inc.

DocuSigned by:

By: _____
D9BA14C15DF64E7...
Thai Ngo, Chief Financial Officer

Date: 2/5/2025 | 9:36 AM PST