



Solicitation Number: 061324

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Amergis Healthcare Staffing, Inc., 6495 Wayzata Boulevard, Suite 400, St. Louis Park, MN 55426 (Supplier).

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

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

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

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

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

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

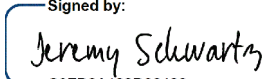
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

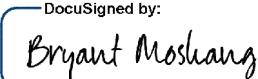
22. CANCELLATION

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

Sourcewell

Amergis Healthcare Staffing, Inc.

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/1/2024 | 1:49 PM CDT

DocuSigned by:

By: E34EFDBA9376477...
Bryant Moshang
Title: Controller
Date: 11/1/2024 | 11:48 AM PDT

RFP 061324 - Staffing with Related Services and Solutions

Vendor Details

Company Name: Amergis Healthcare Staffing, Inc.
7223 Lee DeForest Drive
Address: Columbia, MD 21046
Contact: Chris Remily
Email: chremily@amergis.com
Phone: 312-577-7524
HST#: 832976157

Submission Details

Created On: Tuesday April 30, 2024 16:38:22
Submitted On: Thursday June 13, 2024 12:00:00
Submitted By: Chris Remily
Email: chremily@amergis.com
Transaction #: 695f8424-c7ca-45bb-90f5-b1c9738b4582
Submitter's IP Address: 136.226.60.190

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier").	Amergis Healthcare Staffing, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Amergis Locum Tenens, LLC Sunburst Workforce Advisors, LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Amergis Educational Services Amergis Revenue Cycle Services
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Amergis CAGE: 8ESB1 Amergis SAM UEI: JCGFHM1L1JX9 Sunburst SAM UEI: GUXGQEGNANT9
5	Proposer Physical Address:	Headquarters: 7223 Lee Deforest Dr. Columbia, MD 21046 Regional Address: 6465 Wayzata Boulevard, Suite 400, St. Louis Park, MN 55426
6	Proposer website address (or addresses):	www.amergis.com; www.amergiseducation.com; www.sunburstworkforce.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Name: Bryant Moshang Title: Controller Address: 7223 Lee Deforest Dr. Columbia, MD 21046 Email Address: bryant@amergis.com Phone: 1-888-800-1854 Name: Cody Krause Title: Director of Business Intelligence and Finance Address: 7223 Lee Deforest Dr. Columbia, MD 21046 Email Address: ckrause@sunburstworkforce.com Phone: 1-888-800-1854
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Chris Remily Title: Vice President of Sales – Government Services Address: 7223 Lee Deforest Dr. Columbia, MD 21046 Email Address: chremily@amergis.com Phone: 1-312-577-7524
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Jake Reed Title: Director of Government Services Address: 7223 Lee Deforest Dr. Columbia, MD 21046 Email Address: JReed@sunburstworkforce.com Phone: 1-310-714-9451 Name: Leah Maravich Title: Vice President of Sales – Educational Services Address: 7223 Lee Deforest Dr. Columbia, MD 21046 Email Address: lemaravi@amergis.com Phone: 1-412-651-4746

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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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.	<p>For over 35 years, Amergis Healthcare Staffing, Inc. (Amergis) has been an industry expert and leader in providing comprehensive human capital solutions across the United States. Our focus on our clients and professional workforce makes Amergis one of the most dependable and service-oriented temporary staffing firms in the nation. Amergis was originally established in 1988, under the name Maxim Healthcare Services, Inc., to combat the nursing shortage. Since then, Amergis has evolved to provide comprehensive workforce management solutions to any public, private, or non-profit entity. These workforce solutions include nursing, allied health, locum tenens, advanced practitioner, special education & related, revenue cycle, administrative services, and managed services provider (MSP) services. As the 4th largest healthcare staffing company, as reported by Staffing Industry Analysts (SIA), Amergis has organically grown in operational capacity and service offerings. The following is a list of our divisions and subsidiaries:</p> <p>Amergis Government Services Amergis Education Services Amergis Revenue Cycle Services Amergis Locum Tenens Sunburst Workforce Advisors</p> <p>These divisions and subsidiaries are Amergis' foundation to providing a customized and consultative offering for our clients. In addition to being a privately held organization, we operate nationwide with more than 70 non-franchised field offices nationwide and over 1,100 recruiters. Our sales and marketing force, coupled with a robust candidate database of over 2M professionals, provides Amergis with the stability, scalability, and flexibility to successfully deliver unique workforce management solutions for our customers. Amergis serves as a professional staffing partner and provider of choice to more than 3,600 clients nationwide, servicing over 6,400 facilities. These partnerships exemplify Amergis' core values:</p> <ul style="list-style-type: none"> - We promote diversity & inclusion. - We win with integrity & trust. - We prioritize quality. - We exemplify servant leadership. - We invest in development. - We champion innovation. - We drive for results. <p>Amergis believes that our experience and our operational capacity affords us the flexibility and scalability to deliver unmatched experiences for any Sourcwell participating entity.</p>	*
11	What are your company's expectations in the event of an award?	<p>Amergis' expectation in the event of an award is to be able to partner with Sourcwell to collaborate with any participating entity under this cooperative purchasing program. This may include updates from Sourcwell of the addition or deletion of participating entities.</p> <ul style="list-style-type: none"> - Upon award, we will leverage our broad infrastructure to market to all Sourcwell participating entities - If allowed – Amergis would request, contact information for each of the participating entities <p>Of all the awarded contractors, we expect to provide the highest share of staffing services under this contract vehicle.</p>	*
12	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>Amergis is a privately held corporation that has not been involved in any financial situations that may have affected the business negatively. Amergis follows the financial laws and regulations of all states it functions in as well as with the federal government. We are a financially sound and stable business entity. As requested, Amergis has provided our letter of credit in the documents section of this submission to exemplify our financial stability.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>According to the Staffing Industry Analysts (SIA) 2023 US Healthcare Staffing Report, Amergis Healthcare Staffing, Inc., f/k/a Maxim Healthcare Staffing Services, Inc. makes up 4.8% of total US market share.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>N/A. Amergis does not provide services for the Canadian market.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No. Amergis has never petitioned for bankruptcy protection.</p>	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</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>Amergis is classified as a service provider.</p> <p>B. Over the last 35 years, Amergis has developed our internal sales and service force to align with the needs of our clients. With a nationwide reach, this alignment encompassed the recognition of regional, state, and local specific staffing obstacles, laws, and overall labor marketplace. To address factors, we constructed and maintain over 70 local brick and mortar offices. These offices are comprised of both Amergis' sales and service force. 100% of all Amergis sales and service force are internal, W-2 employees. We do not outsource or have offshore employees.</p> <p>With a locally aligned sales and service force, customers enjoy the ability to work in collaboration with individuals that innately understand the communities and populations that our clients serve. This relationship is further broken down based on the division and subsidiaries mentioned above. Each specific client is met with a team of Amergis professionals that can adequately and efficiently address modality and entity-based requisites.</p> <p>Sunburst Workforce Advisors, our MSP offering, has cultivated numerous relationships within their network of over 120 suppliers. These relationships provide the foundation for which Sunburst has the ability to manage any and all suppliers necessary for each Participating Entity. They have the ability to work simultaneously with each client, their respective suppliers, and if necessary, the VMS component. This harmony of services becomes a complement to a Participating Entity, that allows them to focus more on all other aspects of their business operations.</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>As a professional staffing firm, Amergis maintains various departments that are dedicated to ensuring that we meet compliance with all federal, state, and local licensure and certifications necessary to conduct business within the United States and any participating entity. These departments adhere to the laws of each respective jurisdiction.</p> <p>For operational purposes, Amergis is required to and holds the following licensure:</p> <ul style="list-style-type: none"> - Federal Employee Identification Number – Active Company - System for Award Management (SAM) – Active Company licensure - Business Registrations or Authority to Conduct Business in all 50 States - Over 300 Local Jurisdiction Business Operation Licenses (where required) <p>For operational purposes, Amergis is required to and holds the following certification:</p> <ul style="list-style-type: none"> - Active and In Good Standing Tax Certification (per State) <p>For operational purposes, Amergis is not required to, but holds these certifications as it aligns with the temporary staffing industry:</p> <ul style="list-style-type: none"> - Joint Commission Certification: The Joint Commission is an organization that drives quality improvement and patient safety in the healthcare industry. To do this, The Joint Commission provides “The Gold Seal of Approval” to healthcare organizations that maintain its standards. The standards set by The Joint Commission provide an objective evaluation process that can help healthcare organizations measure, assess, and improve performance. The standards focus on important patient, individual, or resident care and functions that are essential to providing safe, quality care to our customers and their patients. - National Association of Locum Tenens Organizations: NALTO established ethical standards for the physician locum tenens industry that are designed to maximize the relationships between physicians, clients, and locum tenens companies through honesty, professionalism, and integrity. As a NALTO company member, Amergis locum Tenens is held to the ethical standards outlined in NALTO’s Code of Ethics. <p>In addition to being compliant with each respective jurisdiction, Amergis also vets our professional workforce for position specific licensure and certifications. This robust vetting process takes into considers the following:</p> <ul style="list-style-type: none"> - Professional licensure based on specialty - Certification/Degree based on specialty - Background checks based on federal, state, local, and facility specific - Medical/health certification as determined by participating entity
18	<p>Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.</p>	<p>None. Amergis has not had a suspension or debarment in the last 10 years.</p>

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>Amergis is an industry leader in providing temporary staffing workforce solutions. For over 35 years, we have grown to be an expert, colleague, and trusted partner within the industry. The following are some of Amergis' industry awards and recognition in the last five years:</p> <p>2024</p> <p>Forbes 2024 America's Best Temporary Staffing Firms</p> <p>2023</p> <p>Forbes 2023 America's Best Temporary Staffing Firms</p> <p>Staffing Industry Analysts 4th Largest Healthcare Staffing Firm 3rd Largest Allied Healthcare Staffing Firm 5th Largest Travel Nursing Firm Top 30 Largest Locum Tenens Firm</p> <p>2022</p> <p>Staffing Industry Analysts 10th Largest Healthcare Staffing Firm 12th Largest Travel Nurse Staffing Firm 2nd Largest Per Diem Nurse Staffing Firm 11th Largest Locum Staffing Firm 7th Largest Allied Healthcare Staffing Firm</p> <p>2021</p> <p>Staffing Industry Analysts 6th Largest Healthcare Staffing Firm 7th Largest Travel Nurse Staffing Firm 1st Largest Per Diem Nurse Staffing Firm 11th Largest Locum Tenens Staffing Firm 4th Largest Allied Healthcare Staffing Firm</p> <p>2020</p> <p>Staffing Industry Analysts 8th Largest Healthcare Staffing Firm 10th Largest Travel Nurse Staffing Firm 3rd Largest Per Diem Nurse Staffing Firm 18th Largest Locum Tenens Staffing Firm (Top 20 Locum Tenens Staffing Firm) 7th Largest Allied Healthcare Staffing Firm</p>
20	What percentage of your sales are to the governmental sector in the past three years	31.53% of all Amergis sales are to the government sector in past three years. *
21	What percentage of your sales are to the education sector in the past three years	15.81% of all Amergis sales are to the education sector in past three years. *
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?	As a nationwide provider of temporary staffing services, Amergis holds direct state contracts with 38 states. These contracts include numerous state agencies/departments, school districts, and various other cooperative purchasing agencies. In total, Amergis maintains nearly 2200 public contracts across the nation. Due to this amount, Amergis is unable to provide every requested contract. *
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Contract: Schedule Title: 621 I, Professional and Allied Healthcare Staffing Services (Contract No. 36F79724D0024) Annual Sales Volume: 2021: \$4,411,862.00 2022: \$4,555,574.00 2023: \$ 4,276,629.00 Grand Total: \$13,244,065.00</p> <p>*Note: Amergis currently holds GSA contract No. GS-23F-0019T for the Department of Veteran Affairs, under our former name, Maxim Healthcare Services, Inc. In April of 2024, we formally changed our name to Amergis Healthcare Staffing, Inc. We are currently in the process of novating this contract to our new name. Contract: Multiple Award Schedule (MAS) (Contract No. GS-23F-0019T) Annual Sales Volume: \$200,000.00</p>

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Illinois Department of Human Services	Debra Muhlstadt	815-677-2968
Wisconsin Department of Corrections (Sunburst MSP)	Jessica Y. Gross, DNP, RN	608-513-3830
Pittsburgh Public Schools	Jennifer Bargar, Inclusions Facilitator/Coordinator	412-529-2836

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 *
Wisconsin Department of Corrections	Government	Wisconsin - WI	Sunburst currently provides MSP and VMS services.	11 suppliers	\$28,000,000+
North Carolina Department of Adult Corrections	Government	North Carolina - NC	Amergis currently provides locum tenens, advanced practitioner, mental and behavioral health, nursing, and allied professionals across 30 facilities.	>450 FTS	\$30,000,000+
Santa Ana Unified School District	Education	California - CA	Amergis currently provides special Education and Related Services Professionals.	>200 FTEs	\$20,000,000+
Illinois Department of Human Services	Government	Illinois - IL	Amergis provides CNAs, Licensed Practical Nurses, Registered Nurses, Activity Therapists, Audiologists, Mental Health Techs, MDs, Physicians, Nurse Practitioners, Physician Assistants, Psychologists, Psychiatrists, and Social Workers.	>700 FTEs	\$90,000,000+
Washington Department of Social and Health Services	Government	Washington - WA	Amergis provides Physicians, Advanced Practice Providers, RNs, CNAs, LPNs, OTs, PTs, and Infection Control Specialists.	>500 FTEs	\$50,000,000+

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 *
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<p>26</p>	<p>Sales force.</p>	<p>For over 35 years, Amergis has organically grown our sales force across the nation to provide workforce solutions at a local, regional, and nationwide approach. Within our subsidiaries and divisions, Amergis has over 70 local brick and mortar offices in numerous cities, two strategic recruitment hubs, and our headquarters is located in Columbia, MD.</p> <p>Our sales force is comprised of over 335 local market business development managers (BDMs) that live within the communities that they serve. These BDMs are directly supported by over 17 Directors and Vice Presidents that have the experience and tenure for the local market and regions that they support. As mentioned above, our local sales force is further backed by Amergis' industry specific subsidiaries and divisions. Amergis Locum Tenens is comprised of approximately 13 BDMs specializing in the locum tenens and advanced practitioner recruitment categories located in Table 2, Item 10. These BDMs maintain a centralized point of operations in Dallas, TX. For all revenue cycle services, Amergis Revenue Cycle Services division supports our clients with a sales force of 7 specialized BDMs. These BDMs are stationed in our two Amergis Revenue Cycle Services offices in California and Ohio. Finally, Sunburst Workforce Advisors boasts an executive sales team of 8 Directors of Sales that are located across the nation. All employees under our sales force are full-time employees of Amergis and our respective subsidiaries.</p> <p>Any participating entity that chooses to purchase from this Sourcwell contract vehicle will receive a single point of contact and a dedicated recruitment team. Any partnership with Amergis and our subsidiaries comes with 24/7/365 access to a member of an assigned account management team, at no additional cost.</p> <p>With a large, nationwide sales force, Amergis innately holds the operational resources and overall capacity to thoroughly market this Sourcwell contract to any eligible public entity across the nation. This may increase the number of Sourcwell participating entities, while ensuring that current participating entities are well aware of their ability to utilize Amergis and our subsidiaries for workforce support.</p>
<p>27</p>	<p>Dealer network or other distribution methods.</p>	<p>Although Amergis has the ability to provide all resources in house, we work with Small Businesses/Socio-Economic Business (SB/MBE/WBE) to provide services across the nation. We recognize the value in supporting these businesses and understand the federal, state, and local governments needs to increase utilization of these businesses. We maintain an ongoing mentor protégé program with a Served Disabled Veteran Owned Small Business providing support and guidance to their business operations and supporting their overall growth.</p> <p>In addition to our work with our socio-economic partners, SWA holds a dealer/supplier network of over 120 suppliers on their MSP panel. These components make for a diverse and expansive offering for any Participating Entity.</p>

<p>28</p>	<p>Service force.</p>	<p>Our service force is comprised of numerous departments and divisions that support the ongoing operations and growth of Amergis and our subsidiaries and divisions. As a large-scale organization, we maintain all operational resources in-house. This includes the ability to credential and onboard all candidates internally.</p> <p>The following list outlines a few of our departments under our service force and the support they provide to our clients:</p> <ul style="list-style-type: none"> • Credentialing and Onboarding Department: This Department is responsible for ensuring that the professionals we hire, and employ are qualified to provide services to our facilities and clients. This includes onboarding assistance and ongoing review of eligibility through background checks and exclusion checks. • Billing and Collections Department: This Department is responsible for ensuring billing format, frequency, and accounting to meet the needs of our clients. • Finance: This Department provides services to support for nationwide and local pricing structure, collaboration with legal and contract departments to support execution of client documents and provide overall cost saving strategies and guidance for clients. • Human Resources Department: This Department acts as a support structure for all HR related concerns or questions. • Legal Department: This Department serves as a resource for our clients to ensure that all contracting needs are provided. • Strategic Program Management Department: For clients that require a higher level of account management, Amergis' Strategic Program Management Department has the ability to support and manage high complexity programs. <p>These departments in addition to various others, make up Amergis' complete service force. Any Participating Entity that chooses to partner with Amergis will have the full support of a service team comprised of industry subject matter experts that can fully support the needs of each resulting partnership.</p> <p>Our sales force also acts as the primary customer service for our clients. Each Amergis sales force representative is trained to analyze, review, and address any and all questions and concerns from each participating entity. Additionally, based on volume and complexity, Amergis can offer dedicated local Account Managers or Regional Program Managers to service our clients' accounts.</p>
<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Our ordering process can change based on Participating Entity need and can be either manual or through a technology. The following is a recommended process for initial service ordering:</p> <ol style="list-style-type: none"> 1. Establishment of Intent to Partner: Once a Participating Entity clearly indicates to Amergis that it intends to access this Contract, Amergis will notify our local point of contact of the potential request. We recognize that a Participating Entity should issue an order directly to Amergis or our authorized subsidiary, Sunburst Workforce Advisors. 2. Contract Adherence and/or Addendum: After an order has been placed with Amergis or our subsidiary SWA, Amergis will vet all documents to ensure that they reference this corresponding Sourcewell contract. In the event that there are additional terms or conditions required from the Participating Entity, Amergis' Legal Department will provide guidance to fulfill all additional contracting requirements. 3. Defined Order Form: After all initial contracting responsibilities are completed, Amergis will communicate with the Participating Entity to establish an ordering process that works for their programs. Participating Entities have the ability to order through our MaxView technology platform. <p>For Participating Entities that utilize our subsidiary, Sunburst Workforce Advisors, ordering processes may be through a VMS technology or through another agreed upon form of ordering. The ordering process is handled all by an Amergis representative or through our authorized subsidiary, Sunburst.</p> <ol style="list-style-type: none"> 4. Fulfillment of Order: Once a form of order has been agreed upon by both the Participating Entity and Amergis or our Subsidiary, Sunburst, we will internally utilize the correct fulfillment teams to ensure delivery. This may be a combination of various divisions or subsidiaries based on the need. All respective divisions and subsidiaries will work in tandem to deliver services in an expeditious manner. 5. Ongoing Orders: Please note that our ordering processes are flexible and that we have the ability to continuously align them to each Participating Entity throughout the lifetime of the contract. This includes expanding or decreasing the number of needs, the form in which the Participating Entity orders, and all other factors.

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>Amergis' customer services program is driven by the need to provide unparalleled customer service experiences for our clients. We are committed to excellence by providing transparent communication plans, incentives for professionals, and when necessary collaborative correction action plans. These processes are all geared towards attaining high customer service satisfaction through providing a qualified and committed workforce. The following are Amergis' customer service goals:</p> <p>Commitment to Excellence: Amergis is committed to excellence. Honesty and integrity are the core values of our organization. Our commitment to these values has helped us become recognized within the local communities we serve. We take our role within the community very seriously, because we recognize that our clients and their communities depend on us to provide experienced workforce services.</p> <p>The need to make sound, ethical decisions as we interact with customers, candidates, employees, and other staffing providers, suppliers, colleagues, and communities, has never been greater. It is the right thing to do, and it is necessary for success—now and in the future. Amergis is committed to achieving the highest standards of ethics and integrity when serving each Participating Entity.</p> <p>Customer Communication: To best fit the needs of each Participating Entity, Amergis' assigned account management teams communicate based on an agreed communication schedule. We strive to address all issues, comments, and concerns in real-time. Standard communication options include weekly touchpoints, monthly reviews, quarterly business reviews, and annual program and staff reviews.</p> <p>Corrective Action Plans: We follow a documented, disciplined methodology to identify, resolve, and, as appropriate, escalate problems and issues. When each Participating Entity communicates with an Amergis team member, they record the communication, follow up with the Amergis employee, and record their statement as well.</p> <p>By sharing employee issues with Amergis, each Participating Entity will benefit from Amergis' Corrective Action and see growth and improvement in employee productivity and service levels. This process facilitates our transparent approach to operations and collaborative problem solving.</p> <p>We use information shared by the Participating Entity as well as internal performance and productivity benchmarks to establish the performance levels of our staff. For professionals whose performance is substandard, we look into their work, education, and skills to determine the root cause of the problem and establish an appropriate corrective action plan.</p> <p>Incentives: We make every effort to offer various incentives ranging from first-shift bonuses to retention bonuses for our providers. We understand the necessity of decreasing overall program attrition and increasing program stability, therefore, Amergis works with our professional workforce to confirm commitment to assignments. In addition to matching qualified professionals for a Participating Entity's positions, we verify that those positions are a match for the professional. This creates a mutually beneficial collaboration between the professional, Amergis, and the Participating Entity.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Amergis has the ability and willingness to provide our services to all Sourcewell participating entities in the United States.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Amergis is unable to provide our services to Sourcewell participating entities in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Amergis is unable to service any participating entity through Canada.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Amergis has the ability to serve all participating entities that require temporary staffing needs.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Amergis does not have the ability to support participating tribal entities that cannot waive sovereign immunity

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>Amergis intends to use a combination of the vendor marketing resources available through the Sourcewell website, in addition to our in-house marketing department. This combination will provide standardization to Participating Entities, while still curating a marketing strategy that is aimed at each Participating Entity. We will utilize our in-house marketing department comprised of enterprise marketing, digital marketing, and content specialists that have the ability to boost Amergis' and our respective client's needs through various marketing facets.</p> <p>Our sales teams work collaboratively with our marketing department to develop information and persuasive materials that promote our partners and their positions. Our sales force is also frequently educated on all Amergis cooperative purchase partnerships. If awarded as a vendor for this contract, Amergis will conduct training(s) with our sales and service force to educate them on all aspects of this contract vehicle, including how to market to all Participating Entities. As mentioned, with over 70 local offices, Amergis will utilize our large local office network to deploy on the ground marketing, in addition to mass media marketing.</p> <p>We have provided samples of our marketing materials that Amergis utilizes in the document section of this response. Amergis has the ability to cobrand these marketing materials to include the Sourcewell logo.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Amergis uses technology to enhance our marketing effectiveness with both social media and metadata. We may use funds for targeting job titles on LinkedIn to boost visibility, as necessary. Based on the size of our organization, we use a combination of funded exposure and organic traffic through local and regional office networks to attract our desired audience.</p> <p>We utilize metadata in instances such as blog posts to target keywords that are commonly searched for in relation to that specific topic. In this instance, Amergis may use "Sourcewell, Government Staffing, or Procurement" as selected words to ensure visibility to the proper audiences.</p> <p>In addition to the social media platforms listed above, Amergis is also present on other digital platforms such as YouTube, Facebook, and Instagram.</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>Amergis believes in a collaborative partnership with Sourcewell and your Participating Entities. We request the support of Sourcewell by providing updates on the status of the contract, additions to or deletions from your Participating Entity list, and any additional support that Sourcewell is willing to provide to vendors.</p> <p>Integration: Upon award of this contract, we expect to deploy an extensive sales training across our organization to educate and train our sales and service professionals on all facets of this contract. Our internal training teams will develop and provide a variety of education and marketing materials for our sales and service force. Amergis has the ability to track all Sourcewell sales activity through our CRM.</p> <p>We expect to integrate this contract at all levels of our organization, and specifically driven by our senior leadership team, many of which have participated in the development of our response to this solicitation. Our leadership team will integrate this contract into our company sales procedures to include during divisional and companywide meetings. We expect every sales professional within Amergis to be equipped with the education necessary to attract entities to participate in Sourcewell and provide services to current Sourcewell Participating Entities. We will provide ongoing training periodically to educate new sales professionals and refresh education for tenured sales professionals on this contract.</p>

39	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>As mentioned above, Amergis' ordering process is available via e-procurement through our MaxView technology platform. As some Participating Entities may not utilize e-procurement, this feature is optional and can be implemented at the request of the Participating Entity.</p> <p>For all Participating Entities that will utilize our MSP service, Sunburst Workforce Advisors partners with a number of technology solutions to help streamline process management and institute efficiency for all of our partners. The e-procurement ordering process is one piece that we are able restructure based on the approval and budgeting process for our clients. However, we offer an all-inclusive suite of technological solutions to complement our partner's current processes, while driving efficiency and effectiveness amongst all pertinent team members. Some of the items that SWA will help streamline are:</p> <ol style="list-style-type: none"> 1. Order Creation and Integration 2. Candidate Review and Interview Processes 3. Timekeeping 4. Financial Reporting and Analysis 5. Candidate Evaluation/Supplier Feedback Loops <p>SWA will provide a dedicated Program Management Team to support Sourcwell and any Participating Entities. This team will be the central point of contact for all matters related to the client's staffing needs. The MSP services provided by SWA to the Participating Entities will generally consist of:</p> <ol style="list-style-type: none"> 1. Identifying strategic Staffing Suppliers for Client's educational, healthcare and administrative staffing needs 2. Contracting with Staffing Suppliers 3. Onboarding Contract Workers and providing assignment details 4. Coordinating with Client regarding Staffing Suppliers 5. Verify each Staffing Supplier has uploaded onboarding documentation 6. Maintain accurate and complete statuses 7. Validate submission of electronic timecards
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Table 8: Value-Added Attributes

Line Item	Question	Response *
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<p>40</p>	<p>Describe the types of tools and technologies your company uses for staffing management.</p>	<p>Amergis offers numerous tools and technologies for staff management. The use of these tools and technologies are highly dependent on the complexity and size of each Participating Entity's needs. The following are a few types of tools and technologies that Amergis has to offer for staffing management:</p> <p>Applicant Tracking System/CRM: Amergis' eRecruit system is multifaceted. It provides us with the ability to track candidates through the lifetime of their employment lifecycle and acts as our internal client management system.</p> <ul style="list-style-type: none"> - Candidate Management: We have the ability to set up candidate requirements based on the client's need. Our recruiters can then conduct a targeted search for the ideal candidate for each position required by the candidate. With over 2M candidates in this system, we have the ability to narrow our search for the right candidate, not only by client requirements, but also by candidate preferences. - Internal Client Management: This system is integrated in our MaxView technology and assists Amergis as our internal facing client management system. Amergis has the ability to track total placements, create job positions for clients, track current solicitations, and track billed hours. <p>MaxView: Amergis offers a web-based workforce management technology, MaxView. This technology serves as a real-time reporting, spending overview, and timekeeping system for our clients. Each Participating Entity's dashboard can be modified as necessary.</p> <p>Our workforce technology is proven to reduce and eliminate the challenges associated with managing contingent labor. Amergis recruiters will increase fulfillment levels and improve the quality and performance of your temporary professionals, while our technology offers increased visibility into all aspects of the screening, placement, and hiring processes.</p> <p>Certiphi: This tool is predominantly used for backgrounds checks, exclusion searches, and occupational health checks. Depending on each Participating Entity's needs, Certiphi has the ability to run requested background checks that adhere to federal, state, and facility specific laws and regulations. These checks are compiled and provided at the time of presentation to the Participating Entity.</p> <p>Nursys eNotify: Is a technology that Amergis utilizes, in addition to various other forms of compliance, to notify all clinical professionals on when their licensure is expiring. As a Joint Commission certified organization, Amergis prides ourselves on ensuring that the licensure and credentials of our professional workforce is up to date and readily available for any Participating Entity's review.</p> <p>MSP Services w/ VMS Solution: For Participating Entities that require an MSP solution, Sunburst offers creative solutions utilizing VMS technology to address our customer's contingent staffing needs. Through a consultative approach, Sunburst evaluates customer needs by combining technology, leadership, and talent, to build specific recruitment programs to meet industry challenges.</p> <p>Sunburst has the ability to scale program solutions and make modifications over time as each Participating Entity's program evolves. Sunburst offers MSP services on an "a la carte" basis, allowing our customers to pick and choose what services suit their needs most appropriately. The result of our proposed strategy is a flexible, customized solution powered by a team of supplier experts with the ability to address each Participating Entity's program goals.</p>
<p>41</p>	<p>Describe how your company complies with legal and regulatory requirements.</p>	<p>Amergis Healthcare Staffing Services, Inc. (formerly Maxim Healthcare Staffing, Inc.) maintains more than 70 offices serving all U.S. states and 4 U.S. territories. Amergis has successfully completed contracts with numerous clients, nationwide, during our 30 years of business. The success and longevity of our business is predicated upon standard operating procedures that mandate compliance with all applicable legal and regulatory requirements.</p> <p>We maintain various corporate departments including Compliance, Tax, Legal, Human Resources, and various other divisions that are comprised of subject matter experts for each respective legal and regulatory aspect of our operations. All departments work in collaboration with each other to establish individual policies and procedures that conform to all federal, state, and local laws and regulations. As a Joint Commission certified company, Amergis is required to comply with all federal and state licensure and certification requirements for the recruitment and placement of professional staff.</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>Amergis is committed to partnering with our local offices to use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.</p> <p>Amergis launched the “Amergis Go Green” initiative in 2015. The purpose of the Go Green program is to create environmental awareness among Amergis employees and to make a positive impact on the environment both internally and externally. Several “green” tactics are being implemented in the workplace to help Amergis reduce, reuse, and recycle. The goal of this program is to encourage Amergis employees to embrace environmentalism and become ecologically conscious.</p> <p>As a result of this initiative, the following actions have been taken:</p> <ul style="list-style-type: none"> • Amergis’ corporate headquarters and all local offices participate and promote recycling programs and have installed energy conserving lights in all offices and bathrooms. • Amergis transitioned from a five-day delivery schedule with our Office Max vendor to a four-day delivery schedule. The transition to 4-day per week delivery, which was rolled out to all Office Max/Amergis distribution points across the country, eliminates over 330 tons of carbon emissions each year. • All printers in our corporate and local offices are stocked exclusively with 100% recycled paper for all internal documents. The use of 100% recycled paper uses fewer trees, less energy, reduces greenhouse gas emissions, uses less water, and reduces solid waste. • Amergis implemented a robust spam filter on our internal email system. On average, 62 trillion spam emails are sent annually, wasting over 33 billion kilowatt hours of power. A single employee can spend upwards of 28 kg of CO2 filtering and deleting spam email each year. The simple act of installing a spam filter can eliminate the equivalent of 9.3 kilometers of driving in a car. For a company of Amergis’ size, this is the equivalent of taking in excess of five cars off the road per office.
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.	N/A. This question does not apply to the services Amergis provides.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Amergis does not qualify as a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business, and therefore does not hold a certification. However, Amergis has refocused sales and service efforts in the state and local government sector providing more opportunities for potential socio-economic business support. Once a Participating Entity establishes a need that requires both Amergis and a socio-economic partner, Amergis can provide a copy of their certification.</p>

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Amergis' ability to work proactively with our clients, in assisting them to meet their needs and provide strategic planning and human capital solutions that include: nursing, physician, school staffing, ancillary, administrative, behavioral health, revenue cycle services, managed services provider (MSP) services, is what distinguishes us from other workforce staffing firms.</p> <p>Sourcewell and your respective Participating Entities will benefit from a strategic partnership with Amergis, a large national staffing organization with strong local roots throughout the country servicing all 50 states. The depth of Amergis' organizational experience and knowledge of the staffing industry uniquely positions Amergis to present highly qualified and experienced staff to each Participating Entity while presenting human capital solutions that bolster its staffing programs.</p> <p>With over 35 years in the nation, Amergis understands the national, regional, and local talent markets from sourcing the right talent, hourly rates based on the demand and supply of professionals in a given region, policies and procedures around recruitment and staffing in each state, as well as the needs and challenges faced by publicly funded entities. Services to each Participating Entity can be provided through our local offices, however, our size and presence across the country affords Amergis the ability to scale up and down as each Participating Entity's needs change.</p> <p>Ultimately, Amergis' ability to be flexible enables us to offer our clients the qualified and experienced professionals they need, when they need them. All of these functions are facilitated through our dedicated program teams that maintain regular communication with client representatives to understand and respond to their requirements in an efficient and timely manner. We aim to ensure that every Participating Entity under this contract will receive unparalleled customer service, a qualified and willing workforce, and a consultative partnership that meets all fiscal and legislative requirements.</p> <p>Diversity and Inclusion: Amergis recognizes that with the nation's ever-changing demographics, addressing diversity and inclusion in the workplace is a business imperative. One of Amergis' key organizational goals is to drive a culture of diversity and inclusion. As a result, Amergis formed a Diversity and Inclusion Board. A cross-section of employees and leaders around the Company, including Amergis' CEO, serve on the Board. The D & I Board helps drive both internal and external diversity initiatives.</p> <p>The Diversity and Inclusion Board works to ensure that diversity and inclusion is continuously woven into the fabric of the overall culture of the organization. The D&I Board helps drive a culture of diversity and inclusion to aid Amergis Healthcare Staffing in continuing to attract and retain qualified diverse talent.</p>
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Table 9: Performance Standards or Guarantees

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

Line Item	Question	Response *
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<p>46</p>	<p>Describe any performance standards or guarantees that apply to your services.</p>	<p>Amergis maintains numerous performance standards that we are aligned with industry standards. Each division and subsidiary under Amergis maintains various performance standards that differ depending on labor category and customer. Once a Participating Entity has established an intent to want to partner with Amergis, we will clearly define all performance standards or guarantees based on the type of requested services.</p> <p>As a staffing firm, the following performance standards may be tracked. These standards may change depending on the corresponding division or subsidiary:</p> <ul style="list-style-type: none"> - Time to Fill - Fill Rate - Time to First Submission of Candidate - Time to Offer - Average Assignment Length - Average time to fill - Quality of hire - Usage by worksite - Timesheet accuracy - Industry trends <p>Customer Service and Corrective Action: Each Participating Entity will be provided with an account manager, who will be available to provide support and assistance to the Participating Entity regardless of day or time. Additionally, Amergis has a number of existing processes already in place to efficiently resolve employee related issues, such as placing an employee on immediate administrative leave, no-return policies, or mediation, depending on the nature of the issue.</p> <p>Amergis understands that there are always unknown factors that could potentially cause an issue, and one of the key components of our proposed service model is our ability to swiftly and efficiently assess and resolve any and all issues that may arise. In the unlikely event that the issue has not been resolved, a corrective action plan will be instituted by the Account Manager.</p> <p>Depending on the nature and severity of the matter, the aforementioned process will also be further supported by following departments and executive personnel within Amergis: Human Resources Department, Finance Department, and Legal Department.</p> <p>Candidate Replacement: Amergis makes every effort to place the right candidates on a Participating Entity's program. In the event that a Participating Entity requests that a candidate be removed, Amergis will work expeditiously to replace that candidate.</p>
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<p>47</p>	<p>Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).</p>	<p>Amergis sets internal service standards that are required of our sales and service teams that we hold them accountable for. These service standards include, but are not limited to:</p> <ul style="list-style-type: none"> - Recruitment Calls - Relationship Calls - Candidate Submits - Candidate Placements - Candidate Starts - New Candidates Added to ATS <p>In addition to these metrics, Amergis also abides by the following policies for recruitment:</p> <p>Joint Commission Certification: As a whole organization, we are committed to ensuring that 100% of all professionals provided to any Participating Entity are fully credentialed and vetted prior to placement. As a Joint Commission certified company, we undergo internal audits to verify the authenticity of our professionals and their respective licensure.</p> <p>National Association of Locum Tenens Organization (NALTO): As mentioned above, as a member of NALTO, Amergis' recruitment and placement standards for physicians and advance practitioners must adhere to the best market practices and are held to a strict code of ethics.</p> <p>HIPAA Policy: Amergis has implemented policies, procedures, and practices to ensure that we are in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as well as the Health Information Technology for Economic and Clinical Health ("HITECH") Act and applicable state laws. In instances where Amergis receives Protected Health Information (PHI) from customers, we will comply with the applicable provisions of the Administrative Simplification rules.</p> <p>Amergis has a comprehensive HIPAA compliance program in place, which includes privacy policies and procedures, HIPAA –specific training, Privacy and Security Officers tasked specifically with oversight of the program, etc.</p> <p>Equal Opportunity Employer Policy: We make all employment decisions, including but not limited to those regarding recruitment, hiring, placement, promotion, discharge, retirement, compensation, benefits, transfer, corrective action, or any other decisions affecting the terms, conditions, or privileges of employment, without regard to race, gender, color, religion, national origin, age, disability, veteran status (disabled veteran, recently separated veteran, Armed Forces service medal veteran, Active duty wartime or campaign badge veteran), genetic information, or other protected characteristics in accordance with all applicable laws, directives, and regulations of federal, state, and local government entities.</p> <p>All employees are responsible for making sure that this policy is followed in all employment-related decisions. We will take action to correct any violations of the policy, up to and including termination of employment.</p> <p>Conduct that violates these policies is immediately reported to: Human Resources, Legal, or Compliance and Ethics Departments. Any reported violations of Equal Employment Opportunity Commission (EEOC) regulations or this policy will be thoroughly investigated in the most confidential manner possible. We prohibit retaliation against employees who make such reports in good faith.</p>
<p>48</p>	<p>Describe your recruitment and vetting process.</p>	<p>The following section outlines Amergis' standard process for recruitment and vetting. This process may be altered to align with each Participating Entity's respective requirements.</p> <p>1. Source – The first step in Amergis' recruiting process involves sourcing high quality professionals available to work on Participating Entity assignments. The sourcing process begins with a thorough evaluation of the technical and cultural requirements for a best-fit candidate, including licensure, certification, and skills competencies as well as workplace culture, environment, and personality fit. Recruiters use this information to develop a customized sourcing strategy. We look first to our proprietary database of existing and available professionals. This system provides fast access to qualified candidates through electronic employer-to-customer matching services based on a position and candidate availability, qualification and experience. We then engage our inactive candidates to assess availability and interest. All of our active and inactive candidates have been prescreened so they can be placed as quickly as possible when a Participating Entity's needs arise.</p> <p>Our dedicated recruiters leverage the following sources to staff your program with qualified personnel:</p> <p>Referrals</p>

Professional Associations & Tradeshows
Strategic Telephone Outreach
Internal Amergis Database
Targeted Advertising
Industry Job Boards
Social Media & Networking
Industry Career Fairs

We personally connect with professionals through our recruiters, who are deeply entrenched in their local communities and their people. They use these connections to elicit referrals and network with local organizations with relevant talent pools.

2. Screen – To provide each Participating Entity with the most capable and qualified professionals, we require all of our candidates to undergo an extensive screening process prior to hire. Candidates are required to complete the following:

General Screening:
Completed Application/Interview
Professional Reference Check

Professional Screening:
Licensure/Certifications and Professional Credentialing Verification
Competency and Skills Checklist

Background Investigation:
Global Employee Search in Amergis' ATS
License Verification
National Practitioner's Databank
Drug Test (as required)

Criminal Background Check:
State and County Criminal Background Report

Exclusion Screening:
OIG/LEIE GSA/EPLS
National Sex Offender Public Registry (NSOPR)

State Exclusion Search:
Each Participating Entity's State Department for Medicaid Services Exclusion Search

Medical Screening:
Medical history and immunization records (as required)
- Titers for Rubella, Rubeola (Measles), Mumps and Varicella
- Titers for Hepatitis B
- T-Dap
- Influenza vaccine (during flu season)
- TB Screening Process/Chest X-Ray, as necessary
- Any lab work as recommended by the physician

Additional Information: The following information outlines various components of our screening phase.

Competency Testing/Skills Checklist:

As part of our screening and qualification process, applicants are tested for competency according to the discipline and specialty of the position they are seeking. Upon hire, we classify and log the employees' capabilities and competencies in our database for sorting and matching the worker's qualifications with the right-fit assignments. Additionally, we test all healthcare personnel during their annual performance appraisal and every year thereafter. Amergis uses online assessments and checklists to administer our examinations. Our assessment tools measure clinical competencies, and also works to isolate critical competencies missed in traditional testing initiatives, such as stress tolerance, critical thinking, and teamwork skills. We provide each candidate with a unique username and password to access the assigned exam(s). Tests are changed frequently to prevent duplication and the temptation to share answers, thus preserving the integrity of the exams. Amergis' minimum passing score is 80 percent no matter what the test assigned to the candidate.

Background Checks:

We comply with each Participating Entity regulations for conducting background checks. We conduct thorough background investigations on all current employees and applicants including independent contractors, interns and temporary employees. Dependent on the Background Check Requirement, responsibility for these processes may be shared between our headquarters HR Department as well as each local office Credentialing Coordinator and/or his/her designate. Applicants then complete a "Background Check Disclosure and Authorization form" giving Amergis permission

to order the following reports. The background investigation is conducted within the guidelines of our policies and applicable federal agency requirements.

If any background investigation yields positive results, the office will submit the findings to an Employee Relations Representative for review and determination of eligibility for hire. We re-run criminal background checks, NSOPR, and NPDB screens on all employees every three years in order to ensure there is continued compliance with Amergis' background check policy. In addition, our offices may conduct additional reports and services as determined necessary for individuals job function.

3. Select – Candidates must have successfully completed the prescreening process and a proprietary, customized needs-based assessment to be considered for any Participating Entity's position(s). At this time, we will provide each Participating Entity with a customized candidate profile. You may then elect to personally interview the candidate to evaluate their fit for your organization or request to see alternative candidates for a better match to the requested position.

4. Orient – We provide orientation for new professionals during their initial stages of employment. Orientation is tailored to each profession and geared towards familiarizing employees with each Participating Entity information as well as Amergis' policies and procedures. Employees must complete orientation to be eligible for assignment.

5. Start – We aim to prepare our employees for their assignment so they can be productive from day one. Before starting work, we review the specific information about the assignment such as directions, parking, dress code, expectations, and administrative items. When feasible, our assigned recruiter(s) or local office manager will walk the employee onto the job site on the first day. Following the employee's first day, we follow up with the employee to answer any questions, address any potential changes, and confirm commitment to the assignment.

6. Service – Our job does not end once we make a placement. We remain engaged with our employees throughout the assignment, checking in to make certain they are satisfied with their assignment and to address and correct any issues in real time. We also take this time to determine the employee's interest in further assignments to help encourage retention. We will also contact each Participating Entity to verify that the assignment is going smoothly and help plan for any upcoming personnel scheduling needs.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	Describe your payment terms and accepted payment methods.	<p>Amergis' payment terms and acceptable payment methods are listed below and are flexible to meet the needs of each Participating Entity. Amergis will supply Personnel under this Sourcewell agreement at the rates listed in our pricing document for this Agreement. Amergis will submit invoices to each Participating Entity in the frequency as agreed upon.</p> <p>Amergis prefers that all amounts are due and payable within fifteen (15) days from the date of invoice. Amergis' preferred payment is via electronic payment (EFT). If the Participating Entity is unable to pay electronically, the Participating Entity will send all payments to the address set forth on the invoice. Amergis reserves the right to accept or deny payment via credit card on a case-by case basis. The Participating Entity will be responsible for an additional surcharge of the lesser of 4% or the maximum amount allowed under applicable law for administrative/processing fee on all accepted payments made via credit card. If any portion of an amount billed by Amergis under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Amergis of the amounts it disputes ("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. Customer shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the Dispute Resolution section herein.</p>
50	Describe any leasing or financing options available for use by educational or governmental entities.	N/A. This does not apply to the services provided in this response.
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>Once an interest to participate has been established with the Participating Entity, Amergis will work with the Participating Entity to establish whether their jurisdiction requires any additional terms and conditions. If there are additional terms and conditions needed, Amergis' legal department will work with the Participating Entity to establish an addendum to the Sourcewell contract.</p> <p>If there are no additional terms or conditions needed, Amergis only requires a document or correspondence that confirms that the Participating Entity agrees to participate under the Sourcewell contract by utilizing Amergis and approves mutually agreed upon rates. This document can be drafted by either the Participating Entity or Amergis and must be executed by both parties.</p> <p>Amergis does not require order forms or additional transactional documents.</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?	<p>Amergis does accept the P-card procurement and payment process. Amergis reserves the right to accept or deny payment via credit card on a case-by-case basis. The Participating Entity will be responsible for an additional surcharge of the lesser of 4% or the maximum amount allowed under applicable law for administrative/processing fee on all accepted payments made via credit card.</p>

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.	<p>Amergis' proposed pricing (provided as an attachment in the documents section of this response) is an all-inclusive hourly rate that encompasses costs associated with employing and staffing the most experienced and competent professionals in the industry. These rates have been developed from a combination of our commercial rates and established GSA ceiling rates.</p> <p>Our Sunburst Workforce Advisors – MSP pricing model (provided in a separate attachment in the documents section of this response) is a percentage % fee based upon the Annual Client Spend Projection. This fee encompasses the Sourcwell Administrative Fee %, a potential Annual Entity Rebate, and the Average VMS Technology Fee. MSP Fees are incorporated into a fee that is charged to the associated suppliers under the MSP program.</p> <p>Amergis' pricing is all inclusive; therefore, there are no extra costs for training, insurance, consultation, materials, equipment, travel, subcontracts, program management overhead other than salaries, etc.</p>
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.	<p>Amergis is offering Sourcwell a very competitive pricelist for it's Participating Entities. On average, the discount we are providing is 5% - 20% lower than our highest commercial pricing. Also note that Amergis has a General Services Administration (GSA) Federal Supply Schedule (FSS) 621i Professional and Allied Healthcare Staffing Services which was re-awarded in December 2023. As part of that process, Amergis negotiated most favorable pricing with the Federal Government. Most of the labor categories we are offering to Sourcwell are a match to the most favorable pricing we already negotiated with the Federal Government. The FSS 621i is also a ceiling pricing contract. Amergis is committed to providing Sourcwell Participating Entities fair market pricing tailored to each unique program, at or below proposed ceiling rates.</p>
55	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Based on our understanding of the staffing industry, Amergis has provided the following volume-based rebate: For all orders totaling over \$1M annually, Amergis will offer a 0.50% rebate provided to the Participating Entity. This will be reviewed and paid on an annual basis.</p>
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.	<p>For any services outside of Amergis' priced offering, we have the ability to supply a quote for each such request.</p>
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.	<p>The following rates are not included in our pricing model, but can be provided and negotiated with each Participating Entity, as required:</p> <ul style="list-style-type: none"> - Overtime Rate - Holiday Rate - Weekend Rate - Call-Back Rate - On-Call Rate - Permanent Placement - Temp-to-Perm
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.	<p>N/A. These costs do not apply to the services provided in this response.</p>
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>N/A. These costs do not apply to the services provided in this response.</p>
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Amergis will utilize our 70 local offices and various recruitment and delivery hubs for the distribution of the services provided in this contract.</p>

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>Amergis performs various internal audits on our programs to verify compliance with our services provided in our contracts. The outline below establishes these audits through their respective departments, as it applies to complying with the proper pricing, reporting of usage, and remittance of the administrative fee.</p> <p>Time and Expense: Amergis' Time and Expense Department verifies all timecards and expenses of our professionals and cross references this information with established contract bill rates for each Participating Entity. If there is an issue regarding the timecard or expense, Amergis will work with the professional staff member to correct any timesheet errors or expenses. Please note that time and expenses sheets are verified by the employee, the local office Account Manager, and two Time and Expense specialists.</p> <p>Billing: Our Billing Department is responsible for ensuring that all approved timesheets are billed correctly to the Participating Entities. This includes taking into consideration the administrative fees, changes in labor categories, and various other specific contract adjustments. Amergis can work with Participating Entities to establish an invoice format that meets their reporting needs.</p> <p>Finance: Throughout the lifetime of the contract, Amergis' corporate finance department will oversee compliance with the Administrative Fee. Amergis Controllers will assess all executed partnerships established under this Sourcewell contract and calculate the administrative fee based on the results. This fee will be provided to Sourcewell on an annual basis.</p> <p>Amergis is transparent in our billing and remittance process. If requested by the Participating Entity, Amergis has the ability to provide Quarterly Business Reviews that can provide information on contract spending.</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.	<p>If awarded this contract, Amergis can track and report on various internal metrics that will measure contract success. These metrics can be shared with the Participating Entity and Sourcewell, at their request:</p> <ul style="list-style-type: none"> - New Participating Entity Wins - Revenue Generated from each Participating Entity - Number of FTE filled for each Participating Entity - Total contract usage in comparison to other Sourcewell awarded vendors on this program
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.)	<p>Taking into consideration all facets of this cooperative purchasing program and the overall cost for the fulfillment of the provided services, Amergis has determined an Administrative Fee of 1.5% to be paid annually.</p>

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

Line Item	Question	Response *
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Our comprehensive human capital solutions include wholly owned subsidiaries and divisions that specialize in various settings. The following are Amergis' subsidiaries and divisions for our public clients:</p> <p>Amergis Government Services: This division was created to service all federal, state, and local government clients that have needs driven by the specific communities they serve. Within this division, Amergis provides all nursing, allied, and administrative positions for our public clients, specializing in expediting public department/agency specific screening and background requirements. This division also collaborates with our other divisions and subsidiaries to provide a more robust workforce solution.</p> <p>Amergis Educational Services: This division provides custom consultative support to all educational institutions from early childhood to post graduate education. Amergis ES is a school-centered staffing provider for Special Education, Related Services, and General Education staff. We offer a wide range of K-12 staffing including behavioral and mental health, support staff, teachers, therapy, nursing, nutrition services, custodial, grounds keeping, maintenance and administrative services.</p> <p>Amergis Revenue Cycle Services: Under this division, Amergis provides Revenue Cycle staffing and managed services. These services can be tailored to each clients' billing / revenue cycle procedures and includes: HB / PB / HCC Medical Coders, Coding Auditors, Education, Clinical Documentation Improvement (CDI) specialists and Registry professionals. This division services some of the nation's largest teaching & trauma hospitals and health systems.</p> <p>Amergis Locum Tenens: A wholly owned subsidiary of Amergis that strategically recruits and retains experienced locum tenens and advanced practitioner personnel. For clients, this offering includes all general and specialty-based Physicians, Nurse Practitioners, Physician Assistants, and all other Advanced Practitioners. To better assist our locum tenens and advanced practitioner needs, Amergis Locum Tenens strategically developed internal recruitment teams that focus on industry specific recruitment: Veteran Affairs/Veteran-based, State and Local Government, Operating Room, Sub-specialty, and Primary & Acute Care services.</p> <p>Sunburst Workforce Advisors (SWA): SWA is the Managed Services Provider (MSP) subsidiary in the Amergis family of companies. SWA provides a consultative and intuitive approach to clients that require a managed services approach. With a network of over 200 suppliers, SWA assumes the administrative responsibility of managing multiple staffing agencies with the ability to leverage Vendor Management System (VMS) technology.</p> <p>In addition to the types of services we offer, Amergis and our divisions and subsidiaries offer 24/7/365 customer service support and a dedicated account management team. All Participating Entities will receive consultative partnerships that help to address current needs and forecast additional ones. All these services are included in our pricing.</p>
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Managed Service Provider (MSP), Healthcare Staffing, Administrative Staffing, Locum Tenens and Advanced Practitioner Staffing, Educational Staffing, Revenue Cycle Staffing, Medical Coding, Medical Auditing, Special Education Services, Related Education Services, Government Staffing, and Health Information Management.</p>

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

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

Line Item	Category or Type	Offered *	Comments
67	Professional services, such as accounting and finance, executive search, procurement, clerical, administrative, and legal and compliance	<input checked="" type="radio"/> Yes <input type="radio"/> No	Amergis provides Clerical and Administrative Services.
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	Amergis specializes in public sector and education health including, but not limited to nursing, occupation therapy, speech language pathology, social work, pharmacy, dental and support roles.
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	Yes, Amergis Educational Services provides all of these requested services to some of the largest educational institutions in the United States.
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 type="radio"/> Yes <input checked="" type="radio"/> No	Amergis does not offer these services.
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	The Sunburst offering provides Managed Service Programs (MSP) and Vendor Management Solutions (VMS) to include procurement, coordination, technology, and management of staffing services provided by various vendors.
72	Recruitment process outsourcing, such as sourcing, screening, and hiring candidates	<input checked="" type="radio"/> Yes <input type="radio"/> No	The recruitment process is built into our temporary staffing process for each Participating Entity.
73	Employer of Record (EOR) services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Amergis does offer Employer of Record or payroll services, which can be offered at further discounts and negotiated with each participating entity.
74	Other related services or solutions that support the staffing process	<input checked="" type="radio"/> Yes <input type="radio"/> No	In addition to standard recruitment and placement services, Amergis offers customized reporting, subcontract tracking and reporting, and overall workforce management.

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

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

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to

ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by 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](#) - Pricing - Amergis.pdf - Thursday June 13, 2024 11:57:31
- [Financial Strength and Stability](#) - Credit Inquiry Response Letter Amergis 2024.05.pdf - Wednesday June 12, 2024 21:47:32
- [Marketing Plan/Samples](#) - Amergis_Sample Marketing.pdf - Thursday June 13, 2024 11:19:42
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Requested Exceptions (optional)
- Standard Transaction Document Samples (optional)
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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