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MASTER AGREEMENT #010826
CATEGORY: IT Managed Workforce and IT Staff Augmentation Solutions
SUPPLIER: Eight Eleven Group, LLC dba Brooksource

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Eight Eleven Group, LLC dba Brooksource, 6215 North College Avenue, Indianapolis, IN 46220 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on October 20, 2030, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #010826) to Participating Entities. In-scope solutions include:

   a) IT Managed Workforce Solutions, such as:
      i) Coordination and oversight of multiple staffing suppliers to meet IT talent needs.
      ii) Management of supplier performance, compliance, and contractual obligations.
      iii) Administration of workforce processes and support of strategic IT workforce planning and alignment.
      iv) Providing tools, resources, and processes to manage statement of work (SOW) engagements with IT staffing suppliers.
   b) IT Staff Augmentation Services, such as:
      i) Providing temporary, project-based, long-term staff augmentation, or direct-hire IT professionals across a full range of IT roles.

   Suppliers may include complementary offerings of related services, software, and technology solutions to the extent that these solutions are directly related to the solutions proposed in 7)a) and 7)b) above.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

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12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) **Supplier Representations:**

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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

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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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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

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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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

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x) **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.

xi) **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 Agreement 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.

xii) **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.

xiii) **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.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

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xviii) **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.

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

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

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

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4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

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9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier

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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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

    c) **Use; Quality Control.**
        i) 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.

        ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

    d) **Termination.** Upon the termination of this Agreement 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.

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20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:

    a) **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 Agreement.
        - $1,500,000 each occurrence Bodily Injury and Property Damage
        - $1,500,000 Personal and Advertising Injury
        - $2,000,000 aggregate for products liability-completed operations
        - $2,000,000 general aggregate

    b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

    c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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

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paid under the insurance policies required by this Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

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4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Eight Eleven Group, LLC dba Brooksource
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: D3C1125A27A3400...
By: _____	By: _____
Jeremy Schwartz	Taylor Everett
Title: Chief Procurement Officer	Title: Director of Governments Services
Date: 10/15/2026 | 7:03 PM CDT	Date: 10/15/2026 | 11:26 AM CDT

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RFP 010826 - IT Managed Workforce and Staff Augmentation Solutions

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Vendor Details

Company Name:	Eight Eleven Group
Does your company conduct business under any other name? If yes, please state:	DBA Medasource, DBA Brooksource, DBA CalculatedHire
Address:	6215 N College Ave Indianapolis, Indiana 46220
Contact:	Ann Jacobson
Email:	ajacobson@medasource.com
Phone:	858-243-1377
Fax:	858-243-1377
HST#:	

Submission Details

Created On:	Tuesday December 09, 2025 13:42:44
Submitted On:	Thursday January 08, 2026 09:00:15
Submitted By:	Caleb Wilson
Email:	cwilson@brooksource.com
Transaction #:	0d9e94ba-6459-4a4c-bcb8-d270cf5c2b43
Submitter's IP Address:	147.243.17.149

Specifications

Responsiveness Criteria

To be considered responsive under this solicitation, a proposer **must meet** the responsiveness criteria for one (1) or both solution categories identified below:

1. IT Managed Workforce
2. IT Staff Augmentation

Proposers that wish to demonstrate compliance with the responsiveness criteria for both solution categories, must submit the required documentation for each applicable category. In such cases, the proposer must submit the required documentation **for each** applicable category. Proposal responses will be evaluated within a collective pool, rather than by individual categories.

Proposals that **do not** include the required documentation for at least one (1) of the responsiveness criteria will be deemed non-responsive and **will not** advance to evaluation.

Summary:

- If you are proposing for **IT Managed Workforce**, provide the documentation listed in Table RC1.
- If you are proposing for **IT Staff Augmentation**, provide the documentation listed in Table RC2.
- If you are proposing for **both IT Managed Workforce** and **IT Staff Augmentation**, you must provide the required documentation listed in both Table RC1 and Table RC2. Submit all documents together in your "Responsiveness" folder, labeled according to the instructions below.

Responsiveness – Pass/Fail:
If any of the requested information is not provided, the proposer is deemed non-responsive and **WILL NOT** advance to evaluation.

Line Item	Acknowledge	Yes / No *	
1	I have read and understand the responsiveness criteria requirements.	(•) Yes ( ) No	*

Table RC1: Responsiveness Criteria - IT Managed Workforce Solutions

Line Item	Category or Type	Offered *
2	Proposers must demonstrate experience managing at least one (1) large-scale state-wide, county-wide, or city-wide public-sector contract. For a city-wide contract, the city must be located within a metropolitan statistical area (MSA) with a population of at least 2.9 million, based on the 2024 U.S. Census Bureau data. Documentation Required (submit one (1) of the following): - PDF copy of a contract award or executed agreement showing contract scope and statewide coverage; - Publicly available procurement portal record confirming contract award and active status; or - Renewal notice, contract extension, or redacted invoice demonstrating the contract is active as of the RFP submission due date. Label the document (in PDF format) as follows: - MW– Statewide Contract Evidence *See submission instructions below.	○ Yes ◉ No

Table RC2: Responsiveness Criteria - IT Staff Augmentation Services

Line Item	Category or Type	Offered *
3	Proposers must demonstrate experience holding at least three (3) active public sector contracts directly as a prime contractor within the last 24 months of the RFP release, for solutions within the scope of this RFP. Documentation Required (submit one [1] of the following for each of the three [3] active public sector contracts): - Contract award letter or notice of award; - Executed agreement clearly naming the proposer as prime contractor; - Purchase order (PO) or equivalent document showing contract start date and scope of services (must include verifiable contract number); or, - Publicly available procurement portal record confirming contract award and active status. Label the documents (in PDF format) as follows: - SA1– Public Sector Contract Evidence - SA2– Public Sector Contract Evidence - SA3– Public Sector Contract Evidence *See submission instructions below.	◉ Yes ○ No

Responsiveness Criteria - Instructions for Submitting Documents

For IT Managed Workforce Solutions, label the document (in PDF format) as follows:

- MW – Statewide Contract Evidence

For IT Staff Augmentation Services, label the documents (in PDF format) as follows:

- SA1 – Public Sector Contract Evidence
- SA2 – Public Sector Contract Evidence
- SA3 – Public Sector Contract Evidence

1. **Add all applicable and appropriately labeled documentation (in PDF format) and place in a folder.**
2. **Label the folder "Responsiveness".**
3. **Zip the folder.**
4. **Upload the zipped folder with your response submission.**

Responsiveness – Pass/Fail:
If any of the requested information is not provided, the proposer is deemed non-responsive and **WILL NOT** advance to evaluation.

Line Item	Acknowledge	Yes / No *	
4	I have read, acknowledged, labeled, and uploaded the organization's responsiveness criteria.	(•) Yes ( ) No	*

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
5	Provide the legal name of the Proposer authorized to submit this Proposal.	Eight Eleven Group, LLC. dba Brooksource	*
6	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
7	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Eight Eleven Group, LLC. is the Parent Company to Brooksource, Medasource, and Calculated Hire. Eight Eleven Group is doing business as Brooksource for this initiative.	*
8	Provide your CAGE code or Unique Entity Identifier (SAM):	M5GPAK8VC133	*
9	Provide your NAICS code applicable to Solutions proposed.	561320	
10	Proposer Physical Address:	6215 North College Avenue, Indianapolis, IN 46220	*
11	Proposer website address (or addresses):	eightelevengroup.com; brooksource.com	*
12	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):	Taylor Everett, Director of Government Services 209 East Main Street Floor 5, Louisville, KY 40202 teverett@eightelevengroup.com (502) 640-8323	*
13	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Petrarca, National Vertical Manager – Government 1500 Lake Shore Drive Suite 350, Columbus, OH 43204 mpetrarca@brooksource.com 216) 403-5107	*
14	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sydney Scott, National Vertical Manager – Government 300 West Summit Avenue Suite 100, Charlotte, NC 28203 sydneyscott@brooksource.com (724) 263-0884	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

15	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Company History Eight Eleven Group, LLC. dba Brooksource (further referred to as Brooksource) specializes in IT and Engineering staffing, professional services, and workforce transformation. We opened our doors in Indianapolis in 2000 to provide talent to local organizations. Today, Brooksource is a top 1% producer in IT and Engineering talent services, operating in 34 U.S. markets. In 2024, we partnered with 409 clients, including 68 government entities; and supported 14,421 consultants across 46 states. Core Values and Philosophy Brooksource was established and firmly rooted in the beyond. We believe in relationships beyond traditional staffing and professional services. We are invested in you. And that means diving deep, understanding both your current and future needs, and bringing the very best technical talent and cultural fit for those specific objectives. Your business needs will always be our number one priority. • We believe in relationships, not transactions. • We are invested in our clients' success and in our consultants' careers. • We transform cultures, solve problems, and build teams. • We never settle. We're changing our industry by going beyond the expected… every time. Industry Longevity With 25 years of public sector experience, we specialize in placing critical talent, deploying 452 consultants to government organizations in 2024 alone. We understand that IT is more than technology; it's the backbone that keeps environments secure, operations running smoothly, and communities connected. Our commitment is to deliver solutions that drive innovation, strengthen resilience, and support the constituents our clients serve. At Brooksource, we put people first in every interaction, ensuring our clients and consultants thrive so that the communities we serve continue to grow and flourish.
16	What are your company's expectations in the event of an award?	We are redefining the staffing industry by focusing on people first, disrupting the outdated practices of the past. Upon award, we would start with our account executive and our recruiting team meeting with hiring managers to kick off our "5 - Star Process". The assigned Primary Contacts (Mike Petrarca or Sydney Scott) will schedule an initial meeting with Sourcewell leadership and key stakeholders to review the awarded agreement, confirm objectives, and establish communication protocols. Our account team will learn all project requirements up front and set proper expectations on deliverables such as timelines, milestones, schedules, onboarding requirements, communication protocols, as well as individual and team performance review processes. This meeting ensures we have an appropriate understanding of our clients' team's personnel needs. From here, our recruiters tailor their sourcing efforts to identify the best fit and solution for both client and candidate. We have scheduled touchpoints to update the Sourcewell manager as well as timelines for the recruiter. Once a candidate is identified, we work to get them onboarded, and their recruiter acts as their customer experience liaison throughout the duration of the contract. These extra steps result in our industry-leading Net Promoter Score of 80, industry recognition, awards, and high retention rates.
17	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Brooksource has provided our Financial Statement as a supporting document. See attached "Brooksource Financial Information" for more details.

18	Tell us your US market share for your proposed Solutions. OR, provide the number of US Education and Government entities you have served over the past three (3) years, your retention rates, along with the total number of states where you have made sales.	Brooksource has 25 years of experience in the public sector, supporting 68 government entities and placing candidates across various specialized areas. Over the past 3 years, we have placed 1,745 consultants within 68 US Education and Government entities. Our retention rate over the past 3 years is 90%. US Education and Government Entities we have Served over the past (3) years: Government and Public Sector: Army City and County of Denver City of Tacoma Commonwealth of Massachusetts Commonwealth of Pennsylvania Consolidated City of Indianapolis/Marion County Delaware County, IN Dept of Commerce DHA GSA Indiana Supreme Court, Office of Judicial Administration Louisville Metro Marion County Public Health Department Navy Orlando Utilities Commission State of Arizona State of Colorado State of Florida State of Georgia State of Indiana State of Kentucky State of Michigan State of Minnesota State of Mississippi State of Nevada State of New Mexico State of North Carolina State of Ohio State of Oklahoma State of Tennessee State of Texas State of Virginia State of Washington State of Wisconsin Southern Nevada Health District Tampa International Airport Tennessee Valley Authority US Air Force Veterans Affairs Education and Healthcare: Emory University NorthShore University Health System Rush University Medical Center Temple University Temple University Health System The George Washington University Hospital The Ohio State University Wexner Medical Center The University of Central Florida Board of Trustees The University of Texas Thomas Jefferson University Hospitals UCSF Health UCLA Health University of Central Florida University of Colorado Hospital Authority University of Kentucky HealthCare University of Louisville University of Maryland, Baltimore University of Maryland Medical System University of Maryland Pathology Associates University of Minnesota University of North Carolina at Chapel Hill University of Washington Medicine UT Southwestern UofL Health Valleywise Health Vanderbilt University Vanderbilt University Medical Center VCU Health System

19	Tell us your Canadian market share for your proposed Solutions. OR, provide the number of US Education and Government entities you have served over the past three (3) years, your retention rates, along with the total number of provinces where you have made sales.	Brooksource does not have any Canadian market share nor service experience with Canada in the past 3 years	*
20	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Brooksource does not have current and/or completed bankruptcy proceedings or any included possible Responsible Party within the past seven years.	*
21	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Brooksource is considered a service provider. Brooksource specializes in IT and engineering staffing, professional services, and workforce transformation.	*
22	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.	Brooksource is considered a service provider. Brooksource specializes in IT and engineering staffing, professional services, and workforce transformation.	*
23	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Certificate of Formation: Eight Eleven Group, Limited Liability Company ISO 9001:2015 Certification for Quality Management Systems (QMS) HITRUST i1 Certification	*
24	Describe any relevant industry awards or recognition that your company has received in the past five years.	Brooksource does not have any current and past debarments or suspensions within the past seven years.	*
25	What percentage of your sales are to the governmental sector in the past three years?	Industry Recognition 2024 Technology Partner of the Year – Ally Technology Partner Awards Brooksource – Atlanta – Featured in the Technology Association of Georgia's "NNOVATE Georgia" for Building the Future Tech Workforce Brooksource – Milwaukee – Featured in the Technology Association of Georgia's "INNOVATE Milwaukee" for Building the Future Tech Workforce Recognition as a 2024 Cybersecurity Awareness Month Champion by the National Cybersecurity Alliance Achieved AWS Service Delivery Designation for Amazon Connect	*
26	What percentage of your sales are to the education sector in the past three years?	20%	*
27	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	TIPS – $1,134,672 HGAC – $1,657,348 NASPO – $2,249,896 ITSAC – $3,627,138	*

28	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?	$10,325,428 541330ENG 54151HEAL 54151S 541611 OLM	*

Table 2B: References/Testimonials

Line Item 29. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City and County of Denver	Andrea Denis	(720) 255-0669	*
State of Texas	Susana Garcia	(512) 776-2118	*
State of Tennessee	Todd Bartine	(615) 253-8411	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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 *	

30	Sales force (see instructions above).	Our Locations Eight Eleven Group and its Family of Companies (Brooksource, Medasource, Calculated Hire) have 34 offices nationwide. See our offices below: Headquarters Indianapolis: 6215 North College Avenue, Indianapolis, IN 46220 Midwest Indianapolis: 6215 North College Avenue, Indianapolis, IN 46220 •Chicago: 770 North Halsted St., Suite 300, Chicago, IL 60642 •Cincinnati: 455 Delta Ave., Suite 400, Cincinnati, OH 45226 •Cleveland: 1468 West 9th Street, Cleveland, OH 44113 •Columbus: 1500 Lake Shore Dr., Suite 350, Columbus, OH 43204 •Detroit: 301 W. 4th St., Suite 400, Royal Oak, MI 48067 •Grand Rapids: 3205 Eaglecrest Dr. NE, Suite 103, Grand Rapids, MI 49525 •Louisville: 209 E. Main Street, Suite 500, Louisville, KY 40202 •Milwaukee: 1110 N. Old World 3rd St., Suite 660, Milwaukee, WI 53203 •Minneapolis: 800 N. Washington Ave., Suite 340, Minneapolis, MN 55401 •St. Louis: 10 South Broadway, Suite 110, St. Louis, MO 63102 •Kansas City: 1828 Walnut St., Kansas City, MO 64108 West •Denver: 2240 Blake St., Suite 100, Denver, CO 80205 •Portland: P.O. Box 25464, Portland, OR 97298 •Seattle: 100 W. Harrison St. Tower, Suite 250, Seattle, WA 98119 Northeast •Boston: 1 Beacon St., 15th Floor, Boston, MA 02108 •Hartford: 41 North Main St., Suite 301, West Hartford, CT 06107 •Hoboken: 5 River St., Suite 212, Hoboken, NJ 07030 •New York: 315 W. 36th St., 10th Floor, New York, NY 10018 •Philadelphia: 2005 Market Street, Suite 930, Philadelphia, PA 19103 •Pittsburgh: 186 42nd St., P.O Box 40370, Pittsburgh, PA 15201 •Washington D.C.: 1900 Gallows Rd., Suite 240, Vienna, VA 22182 Southeast •Atlanta: 3525 Piedmont Rd. NE, Building 5, Suite 775, Atlanta, GA 30305 •Birmingham: 505 20th St. North, #750, Birmingham, AL 35203 •Charlotte: 300 West Summit Avenue, Suite 100, Charlotte, NC 28203 •Jacksonville: 4500 Salisbury Rd., Suite 350, Jacksonville, FL 32216 •Nashville: 2416 21st Ave. South, Suite 200, Nashville, TN 37212 •Raleigh: 1 Glenwood Ave., 5th Floor, Raleigh, NC 27603 •Tampa: 5100 West Kennedy Blvd., Suite 352, Tampa, FL 33609 •Southwest •Austin: 3755 Capital of Texas Hwy., Suite 200, Austin, TX 78704 •Dallas: 3626 Hall St., Suite 814, Dallas, TX 75219 •Houston: 2000 Bering Dr., Suite 460, Houston, TX 77056 •Phoenix: 6720 North Scottsdale Rd., Suite 211, Scottsdale, AZ 85253 •Salt Lake City: P.O. Box 671, Orem, UT 84059 Eight Eleven Group has 852 FTE internal employees. We had 5,651 (W-2) contract resources in 2025. At any given moment our FTE to contractor ratio is 1:4. Our sales team is in constant contact with the service team both internally at Eight Eleven HQ and our local offices, and our service W-2 employees deployed with our clients. This constant communication makes sure our clients are always being taken care of as fast as possible and allows us to be proactive with any issues. We use email, phone, Teams and in person for communication, as well as a data dashboard called Domo that everyone has access to. Brooksource employees work within our sectors including: Agriculture: 56 Banking: 339 Consumer Products and Goods (CPG): 113 Energy: 396 Engineering: 339 Enterprise Applications: 339 Financial Services: 565 Government: 452 Health Insurance: 170 Medical Devices & Supplies: 113 Other: 226 Pharmaceuticals: 113 Retail: 848 Technology: 1,130 Telecom, Media & Entertainment (TME): 452

31	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Brooksource will deliver all solutions and services. There will be no other Authorized Sellers who will deliver solutions, including dealers, distributors, resellers, and other distribution methods on this opportunity. This solution will be solely delivered by Brooksource.	*
32	Service force (see instructions above).	Communication is key to successfully completing high-profile initiatives and having an open line of communication is integral in all our project successes. Mike Petrarca will be your main point of contact for response clarifications, information needed and contractual negotiations as we move forward in the process. See the Brooksource account team responsible for delivering our solutions below: Brooksource Account and Delivery Team Mike Petrarca: Mike has been with the organization for 10 years and serving our Government partnerships for 7 years. Mike oversees the contract compliance and performance for all technology-related positions. He manages the Account Executive and recruitment team selected to service Sourcewell to ensure optimal service quality. Mike brings a decade of Public Sector IT sales and recruiting experience to the table. Mike oversees all our State, Local partnerships nationally. Mike is also active in several Public Sector communities, including NASCIO and TASSCC. Sydney Scott: Sydney brings over 6 years of Public Sector IT sales and recruiting experience to the table. Thanks to her unique lens of solely supporting the Public Sector, she can provide insight to Sourcewell on national trends regarding how other states and local municipalities are addressing human capital and workforce solution needs. Ralph “Pete” Burkey: Ralph is the Program Manager for our dedicated Government team. He provides strategy, allocation, reporting, and oversight of all staffing needs and deliverables. Ralph can lead projects at scale while leading our dedicated recruiting, onboarding, and customer experience teams. He brings over eight years of staffing expertise specializing in Government entities. Ralph brings 10 years of experience supporting public sector customers. Taylor Everett: Taylor acts as overall escalation for sales and program issues. He serves as the final decision maker on sales and delivery approach. Taylor will join meetings with the highest-level individuals at Sourcewell to grow the partnership and fix possible problems. He brings over 13 years of experience overseeing large projects and programs within all levels of government.	*
33	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	To initiate a request, Sourcewell will submit a work order to Brooksource. Once the work order is received, our dedicated Government Delivery Team will immediately begin the recruitment and selection process. Here’s what to expect: Recruitment Timeline: Within 72 hours (approximately 3 business days), we will identify and present qualified candidates for the requested roles. Onboarding Process: After candidate selection, onboarding—including background checks and any Sourcewell -specific documentation- typically takes 1.5 to 2 weeks. Communication and Reporting: Our delivery team will maintain open communication with both the candidates and Sourcewell’s management team throughout the engagement. We will also provide weekly or monthly status reports to keep all parties informed and ensure expectations are met. Quality Assurance: While we work quickly to fulfill requests, we never compromise on candidate quality or due diligence.	*
34	Describe in detail the process and procedure of your customer service and issue resolution 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.	Customer Service and Issue Resolution We understand that issues can arise during any project engagement. Our value is in responding to issues with urgency and ensuring resolution is delivered, communicated in a timely manner. Identified issues will be documented, reported, and tracked in an issue log to be reviewed on a regular interval (monthly, or as mutually agreed upon) with the client's leadership. This process will be utilized throughout the duration of the engagement. Our issue management plan begins with the Brooksource account executive, first escalated through the delivery team and then triaged and assigned priority. All issues are logged, and communication on the status of the resolution is provided to all involved parties. Our guidelines are provided as a general starting point. Each situation can be unique, and context is important when evaluating each instance. Additional information such as start date, frequency, patterns, along with individual and business situations will always be considered. Guidelines are subject to review and adjustment at any time based on business needs and/or human resources recommendation.	

		The objective of these guidelines is to ensure we are available to best support our clients. Resources will receive monthly metric reports which will include the number of tardy instances and unplanned absences, but punctual and regular attendance is ultimately the responsibility of each resource. Managers may advance corrective action as necessary. All resources are contracted with the understanding and availability to work the hours needed for their respective positions. Excessive absenteeism and tardiness are not only disruptive but place a burden on other team members and Sourcewell. Either may lead to disciplinary action, up to and including termination of employment. Attendance and punctuality are important factors for both the success of our engagements and relationships with clients. To maintain a productive work environment, our team expects all resources provided to be reliable and punctual in reporting for work. Brooksource proactively communicates with resources and client leadership to identify and apply corrective action before an issue becomes irreparable; however, in the event a replacement is necessary, we will provide a replacement resource within 72 hours. Response-Time Capabilities and Commitments Our team will collaborate to provide support 24/7/365, and the entire engagement team will be readily available for response to provide appropriate coverage and resolve issues. Brooksource is committed to rapid and reliable response times to ensure seamless project execution. The average expected response time for first contact with Brooksource is within 1-2 hours during business hours and 2-4 hours after business hours to discuss the escalated issue and/or to create a plan for resolution. We maintain open communication throughout the engagement and provide weekly or monthly status reports to keep all stakeholders informed. While we prioritize speed, we never compromise on candidate quality or due diligence; our goal is to meet your timelines while exceeding expectations. Incentives and Retention Brooksource understands everyone values benefit components differently, and we attract and retain talented candidates through a combination of: •Attractive wages •Comprehensive benefits •401K with company matching •Major medical benefits plan (pre-tax deduction) • Dental Coverage • Vision Coverage •Life insurance and avenues for additional specialized insurance These are the same benefits offered to our own internal employees. Below, we have outlined the additional actionable items that will be a part of Brooksource's management layer to minimize turnover rates: •Monthly office hours will be held at each location with contractors in place •Bi-Monthly 1-on-1 lunch with each consultant •Weekly correspondence to collect project updates •Monthly correspondence with management to ensure resource is on track •Strong Contractor Experience: • Welcome package and orientation • Investment in certification, if applicable • Recognition for top performers • 1:1 individual delivery manager relationship	*
35	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Brooksource has a proven track record of delivering services across the United States and is fully prepared to provide professional, high-quality solutions that meet Sourcewell's participating entities' objectives.	*
36	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Brooksource has successfully provided services in Canada and remains fully equipped to deliver professional, high-quality solutions tailored to Sourcewell participating entities.	*
37	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Through the proposed agreement Brooksource can fully serve any geographic areas of the United States or Canada.	*
38	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	If awarded an agreement, all Participating Entities will have full access to Brooksource's Solutions.	*

39	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Brooksource does not have specific requirements or restrictions that would apply to Sourcewell participating entities in Hawaii and Alaska and in US Territories.	*
40	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Brooksource will extend terms of any awarded master agreements to nonprofit entities.	*

Table 4: Marketing Plan (75 Points)

Line Item	Question	Response *	
41	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	If Brooksource has the privilege of being awarded a contract with Sourcewell, the following marketing strategies and tactics will be implemented to best position the intended products and services to their correct audiences. Our campaigns will have a cross-functional approach, emphasizing a mix of macro and micro marketing concepts, for both target consumers and consultants. Direct Sales Campaign: Once our contract is live, the specified Brooksource brand representatives will initiate targeted direct outreach to current and prospective Sourcewell customers who qualify for use of Sourcewell. Our outreach will abide by the following fundamentals: • Following FTC Guidelines: We will abide by the CAN-SPAM Act compliance guidelines to prevent unsolicited outreach and give consumers an option for unsubscribing from emails • Tailored Targeting: Recipients of our direct sales campaign will be vetted for fit prior to being launched in our campaign • Multi-Channel Marketing: We will incorporate a mix of mediums to share relevant information about our Sourcewell contract with target users Industry-Specialized Support: It is our Account Executive's job to tailor our individual solutions across the Sourcewell customer base. We recognize that State Agencies utilize Sourcewell services, so outreach will be tailored accordingly. The individual Account Executive supporting Sourcewell for Brooksource will support only Public Sector customers, allowing him/her to specialize in the industry. Website Enhancements: Eight Eleven Group, our Parent Company, and Brooksource will create a landing page that is specific to our Sourcewell contract and associated offerings. This landing page will include information surrounding our contract number, pricing information, designated point of contact and more. Social Media: Eight Eleven Group and Brooksource maintain an active social media presence, helping us distribute information regarding our Sourcewell contract to a large audience. On LinkedIn alone, Eight Eleven Group has 871,720 followers. We will advertise our Sourcewell contract on these posts, both at the organizational level and the individual account team level. Email Signatures: Links to information about Brooksource's Sourcewell contract will be embedded in our Account Team members' email addresses. This will ensure targeted consumers have an easy option to learn more about our pricing and services offerings across multiple channels. Events: We are committed to sponsoring at least two Sourcewell events annually. Sourcewell contract informational materials will be readily available at these events. Brooksource will also market our involvement in these events with tailored campaigns across social media platforms. Industry Publications: On an annual basis, Brooksource is committed to writing at least one publication that will be hosted on an industry newsletter page. These industry partners may include, but are not limited to e.Republic, GovTech, StateScoop, and others. Brooksource has attached additional marketing information labeled, "Brooksource Marketing Strategy."	*

42	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Brooksource employs a data-driven, technology-enabled marketing strategy to maximize reach, engagement, and conversion across multiple channels. Our approach integrates advanced analytics, social media platforms, and metadata insights to ensure campaigns are targeted, measurable, and impactful. Social Media Engagement and Analytics Tools Used: • LinkedIn Campaign Manager for paid and organic campaigns • LinkedIn Analytics to monitor impressions, click-through rates, and audience demographics Dedicated Digital Assets Landing Pages: We create contract-specific landing pages featuring pricing, contract details, and designated points of contact. These pages are optimized for SEO and integrated with Google Analytics to track visitor behavior and conversion rates. Email Marketing: Our account team embeds contract links in email signatures and uses HubSpot for campaign automation, tracking open rates, click-through rates, and engagement metrics. Metadata and Audience Targeting We leverage metadata from social platforms and CRM systems to segment audiences by industry, geography, and engagement history. Tools Used: • Salesforce CRM for audience segmentation and campaign tracking • UTM Parameters for precise attribution of traffic sources • Multi-Channel Marketing • Social Media Advertising: Paid campaigns tailored to government and education sectors using LinkedIn and Meta Ads Manager. Event Marketing: Sponsorship and promotion of Sourcewell events, supported by digital campaigns. Industry Publications: Annual contributions to platforms like GovTech and StateScoop to position Brooksource as a thought leader. Data-Driven Optimization We use Google Data Studio dashboards to measure ROI across all channels, tracking metrics such as engagement rates, lead conversions, and cost per acquisition. Insights from these dashboards inform real-time adjustments to campaigns, ensuring continuous improvement.	*
43	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Brooksource understands Sourcewell plays a critical role in promoting agreements by serving as a trusted cooperative purchasing partner that amplifies visibility, ensures compliance, and facilitates adoption among participating entities. Sourcewell's reputation and outreach capabilities help drive awareness and confidence in awarded agreements, enabling streamlined procurement for government and education organizations nationwide. To integrate a Sourcewell-awarded agreement into our sales process, Brooksource will embed the agreement into our standard engagement workflow. Upon award, we initiate our "5-Star Process," beginning with an internal alignment meeting between our account executive and recruiting team to confirm objectives. The assigned Primary Contact (Mike Petrarca or Sydney Scott) will then schedule a kickoff meeting with Sourcewell leadership and key stakeholders to review the agreement, establish communication protocols, and set expectations for timelines, milestones, onboarding requirements, and performance review processes. This structured approach ensures clarity and alignment from the outset. Our recruiters tailor sourcing strategies to meet the specific needs of participating entities, supported by scheduled touchpoints with Sourcewell managers for progress updates. Once candidates are identified, we expedite onboarding and maintain a dedicated customer experience liaison throughout the engagement. These steps, combined with our proactive communication and quality assurance measures, result in industry-leading retention rates and a Net Promoter Score that reflects our commitment to excellence.	*

44	Are your Solutions available through an e-Procurement or e-Commerce ordering process? If so, describe your system(s) and provide one (1) example of how governmental and educational customers have used them.	Brooksource can ensure every quote, proposal, PO, and invoice is correctly tied to a Sourcewell cooperative contract in our systems. We use Bullhorn as our core CRM/ATS with finance/billing handled in our ERP. Below is an example of how Brooksource has used this for government and education customers: 1. Create/qualify Opportunity in CRM 2. Attach baseline artifacts: scope notes, and any required cooperative purchasing documentation. 3. Confirm scope is allowed under the awarded contract/prime program and whether any administrative fee must be included in pricing 4. Record fields on Opportunity 5. Generate Quote/SOW from the Opportunity based on client's Price Schedule 6. Approvals: • Sales Manager (commercials) • Contracts (cooperative terms) • Delivery (fee/pricing integrity) • PO must reference contract number. 7. CRM actions: • Upload SOW • Link PO in ERP to CRM 8. Change orders follow the same cooperative references and are attached back to the Opportunity/Project. • Invoice per Client standards includes: Client Contract #, Customer Member ID, and Customer PO #. 9. Prices reflect the approved Client schedule and any built-in admin fee. 10. Spend tracking: reporting/audit readiness 11. Document retention: Maintain Quotes/Proposals/POs/SOWs/Invoices for audit per policy • Teams Involved • Account Executive / Sales – intake, quote; pricing request • Contracts/Legal – coverage/terms, cooperative language, approvals • Proposal/SOW – proposal/SOW build • Finance – invoicing • Delivery/PMO – SOW execution and change control • Compliance – A: audit readiness & reporting	*

Table 5A: Value-Added Attributes (75 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
45	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer technical training solutions, or Learning Journeys, through a variety of partners including PluralSight, Udemy, Learning Tree, and more. We also partner with Develop Intelligence, a virtual instructor-led training provider acquired by Pluralsight. This helps us compete against traditional technical bootcamps that are often instructor-led. Our several options of training programs allow for customization for each client's needs. Brooksource also offers a Workforce Transformation service, Elevate, that is designed to upskill talent and create sustainable technical workforces. Elevate reduces reliance on costly system integrator partnerships while building internal capabilities. While our standard onboarding training and job specific trainings are included in our costs, our Workforce Transformation service, Elevate, falls under a different pricing model. Elevate is designed to upskill junior-level talent. Elevate consultants cost about 56% less than an associate level consultant.	*

46	Describe any technological advances that your proposed Solutions offer.	Technological Advances Through Brooksource's strategic alliances with leading technology partners, we are able to certify candidates, cultivate top-tier talent, and administer comprehensive training programs aligned with each platform's standards. We continue to evaluate and expand our partnerships to ensure a robust pipeline of individuals who hold relevant certifications and can be seamlessly onboarded to support evolving client needs. Epic Initiated 2012 Microsoft Initiated 2020 AWS Initiated 2022 GCP Initiated 2022 Dell Initiated 2021 Tableau Initiated 2022 Workday Initiated 2023 ServiceNow Initiated 2023 Salesforce Initiated 2021 Snowflake Initiated 2022 Databricks Initiated 2023	*
47	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Across all of Eight Eleven Group's divisions the primary focus on sustainability spans across the reduction of plastic and paper waste, optimizing our carbon footprint, prioritizing sustainable sourcing, and organized service events (i.e. garbage cleanup) in our 34 local markets. While we have always been concerned with environmental remediation, our significant financial growth over the past few years has enabled us to focus resources and staff on monitoring and engaging with our environmental impact. To begin this effort, we established an employee resource group dedicated to progressing our sustainability efforts called Sustain E3. Sustain E3 has completed the following: Eliminating single-use plastics across all offices by providing reusable water bottles to all employees & donating to 4Ocean to help remove plastic from waterways. Tracking the energy usage of all Brooksource offices; the carbon footprint of employees commuting to and from these offices, as well as the carbon footprint generated by employee travel; and finally, the environmental benefits our service efforts provide for our communities. Partnered with Arbor Days to plant 25,000+ trees. Orchestrated an Annual Day of Service focused on cleaning up local communities. Currently pursuing our EcoVadis, CDP, and SBTi.	*
48	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Eight Eleven Group LLC. dba Brooksource's 2024 greenhouse gas inventory report was prepared in partnership with Greenplaces, tracking Scope 1, 2, and 3 emissions. Calculations follow the GHG Protocol, a globally recognized standard for carbon accounting and reporting, ensuring accuracy and comparability. By providing the tools and insights needed to measure, understand, and reduce emissions, Greenplaces empowers organizations like ours to turn data into action. Together, we can continue making meaningful strides toward a more sustainable future.	*
49	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities?	Unique Attributes Engaging Active Consultants: With thousands of consultants rolling off projects weekly, we are confident in our abilities to consistently find the best fit for each engagement by utilizing our national team of over 500 delivery support members.	

	What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Technology Tools: Our cutting-edge recruitment and delivery technologies allow the Brooksource team to work efficiently and never lose track of candidates. With a proprietary database of over one million candidates, our recruiters can quickly search, contact, and conveniently engage with candidates. Referral Programs: Brooksource's office offers region-specific referral programs for active and previous associates. All delivery support staff are trained to gauge consultant and client satisfaction, as word-of-mouth is often the best form of advertisement. Networking Groups and Community Involvement: All Brooksource offices are evaluated on their local networking efforts and community involvement. Training and Certifications Our organization's training policy emphasizes continuous learning and development to ensure that our workforce remains up to date with industry standards and regulations. The process involves: Identifying training needs through regular assessments and performance evaluations. Developing comprehensive training programs covering relevant topics such as regulatory compliance, quality management, and specific job functions. Delivering training through various methods including workshops, online courses, seminars, and on-the-job training. Tracking and documenting training completion and maintaining personnel training files We offer technical training solutions, or Learning Journeys, through a variety of partners including PluralSight, Udemy, Learning Tree, and more. We also partner with Develop Intelligence, a virtual instructor-led training provider acquired by Pluralsight. This helps us compete against traditional technical bootcamps that are often instructor-led. Brooksource's Elevate Program Brooksource's proprietary workforce transformation program, Elevate, is designed to address the challenges posed by retirements within public sector IT teams. The program focuses on attracting, training, and retaining both associate-level and veteran talent for critical IT roles in the public sector. Elevate is a comprehensive 12-month initiative that combines training, professional development, and industry-recognized certifications to help participants meet the minimum qualifications for full-time employment. Beyond technical proficiency, we ensure candidates are intentionally prepared for each client's unique environment and operational needs. This approach delivers a sustainable, cost-effective, and tailored solution that empowers organizations to retain institutional knowledge, reduce costs, stabilize operations, and keep pace with the rapid technological changes shaping government, education and public sector IT landscapes. Local Talent With brick-and-mortar locations established in 34 cities, Brooksource is uniquely equipped to tap into local talent networks and deliver high-quality consultants across the Sourcewell operating areas. In addition, Brooksource maintains a centrally located national recruiting support network to identify and onboard talent in nearly any geographic location across the continental United States. Right-to-Hire Solutions Brooksource's approach to converting a temporary employee to a full-time hire is consultative in nature. We will work with stakeholders to identify where contract to hire is feasible and support those requests when needed. We support contract to hire if the client wishes to convert our contingent workers to permanent employees and we have pre-determined the role to be contract to hire prior to placing a consultant in the role; this allows our team to ensure the consultant we identify has the same expectations as the client regarding salary conversion and desiring a full-time role. Our right to hire fees are listed below: • 0-520 hours - No option to convert to FTE • 521-680 hours - 18% conversion fee • 681-840 hours - 12% conversion fee • 841-1039 hours - 7% conversion fee • 1040 hours+ - No conversion fee Additional Training Offerings We curate relevant training materials in multiple formats to ensure knowledge retention and continuous learning. Training time is built into project schedules to ensure all team members are adequately prepared. Years in the Industry	*	

		Brooksource has been providing a range of staffing and consulting services since 2000. Throughout our time in business, we've evolved our sourcing and delivery capabilities to deliver just in time talent for our customers nationally. Competitive Talent Acquisition To address talent shortages, we offer competitive hourly rates, health benefits, and completion bonuses. Partnerships with local universities and bootcamps are leveraged to upskill talent and meet niche skillset requirements. Onboarding Team Once selected, candidates complete all onboarding requirements—including employment paperwork, drug screening, and fingerprinting—prior to their start date. Our account managers maintain ongoing communication with both the client and the consultant, including bi-monthly check-ins and performance reviews, to ensure satisfaction and retention.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	Eight Eleven Group, LLC., dba Brooksource has a large network of diverse supplier partnerships; however, we dot intend utilizing a subcontractor for this initiative.	*
51		Minority Business Enterprise (MBE)	○ Yes ◉ No	Eight Eleven Group, LLC., dba Brooksource has a large network of diverse supplier partnerships; however, we dot intend utilizing a subcontractor for this initiative.	*
52		Women Business Enterprise (WBE)	○ Yes ◉ No	Eight Eleven Group, LLC., dba Brooksource has a large network of diverse supplier partnerships; however, we dot intend utilizing a subcontractor for this initiative.	*
53		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	Eight Eleven Group, LLC., dba Brooksource has a large network of diverse supplier partnerships; however, we dot intend utilizing a subcontractor for this initiative.	*
54		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	Eight Eleven Group, LLC., dba Brooksource has a large network of diverse supplier partnerships; however, we dot intend utilizing a subcontractor for this initiative.	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	Eight Eleven Group, LLC., dba Brooksource has a large network of diverse supplier partnerships; however, we dot intend utilizing a subcontractor for this initiative.	*
56		Small Business Enterprise (SBE)	○ Yes ◉ No	Eight Eleven Group, LLC., dba Brooksource has a large network of diverse supplier partnerships; however, we dot intend utilizing a subcontractor for this initiative.	*
57		Small Disadvantaged Business (SDB)	○ Yes ◉ No	Eight Eleven Group, LLC., dba Brooksource has a large network of diverse supplier partnerships; however, we dot intend utilizing a subcontractor for this initiative.	*
58		Women-Owned Small Business (WOSB)	○ Yes ◉ No	Eight Eleven Group, LLC., dba Brooksource has a large network of diverse supplier partnerships; however, we dot intend utilizing a subcontractor for this initiative.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Brooksource offers payment terms of net 30, Net 45, and Net 60. We also offer Net 90, but it's not preferred. Methods offered are ACH/EFT payment and paper check. ACH/EFT is preferred.	*

60	Describe any leasing or financing options available for use by educational or governmental entities.	Brooksource does not offer leasing or financing options; however, we remain flexible and can accommodate payment delays in the event of tax revenue timing issues.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Brooksource has attached our sample MSA, labeled “Standard Transaction Document Samples”.	*
62	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?	Brooksource does not accept the P-card procurement and payment process.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Brooksource applies line-item discounts at the Statement of Work (SOW) level, ensuring transparency and flexibility for each engagement. Our pricing model is designed to align with Sourcewell's cooperative purchasing objectives by offering competitive rates and standardized discounts across all proposed solutions. All pricing details-including standard (list) rates and Sourcewell-discounted rates-are provided in the dedicated Pricing Section at the end of this proposal. Brooksource offers a 10% discount from our standard pricing model for all Sourcewell engagements, applied consistently across roles and services. Additional volume-based rebates may be available on a per-account basis when spending thresholds are met. Comprehensive pricing tables are included in the uploaded pricing materials, ensuring full visibility into cost components and compliance with Sourcewell requirements.	*
64	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.	Brooksource offers a 10% discount from our standard pricing model for all Sourcewell engagements, applied consistently across roles and services. Additional volume-based rebates and cost savings from our Workforce Transformation Program, Elevate, may be available on a per-account basis when spending thresholds are met.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Brooksource offers a standard discount rebate structure designed to reward high-volume engagements. This program operates on a per-account basis, meaning each participating entity is evaluated independently for rebate eligibility. For example, if a state agency reaches the predetermined spending threshold, that specific account will qualify for the applicable rebate. Each underlying account must meet its own volume discount goal to receive the benefit – rebates are not aggregated across multiple entities. This approach ensures fairness and transparency while incentivizing individual accounts to maximize their purchasing power. Detailed rebate tiers, thresholds, and associated discounts will be outlined in the Pricing Section of this proposal and can be customized based on Sourcewell’s requirements.	*

66	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". 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. Define the costs/fees associated with "sourcing/quoting" products and related services.	If a customer requests a job category that is not included in our agreed pricing list, Brooksource leverages historical data from previous placements and conducts market research using our talent software to validate current market rates. Based on this analysis, we will supply a quoted bill rate for each new category, so all Sourcewell users have full visibility into costs before proceeding. Brooksource values fairness, transparency, and alignment with market standards. Any sourced products or related services will be documented and tied to the engagement’s Statement of Work (SOW) for audit readiness, and detailed cost breakdowns will be provided upon request to ensure clarity and accountability. Brooksource will provide any sourced products or related services at cost, ensuring full transparency and fairness for participating entities. Brooksource's pricing model is transparent and primarily inclusive of the costs required to source, quote, and deliver services. Items that may sit outside the base pricing will be called out in quotes/SOWs). When applicable, these items are billed at cost with no markup and documented for audit readiness. Included (built into standard rates) Recruiting and Delivery Salaries/Wages: Compensation for recruiters, account managers, delivery managers, and PMO time required to source, screen, and present qualified candidates. Standard Benefits and Compliance Management: Core benefits, payroll taxes, and compliance administration typical of contingent staffing (generally part of the burden rate). Administrative Services: Day to day recruiting operations, account coordination, program management, weekly/monthly reporting, and standard background checks. Core Software Licenses and Tools: Use of our CRM/ATS and delivery tools to manage requisitions, submittals, and cooperative documentation (e.g., Bullhorn/ERP workflow, quote/SOW creation, invoicing alignment).	*
67	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 background checks, pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Brooksource’s pricing model is transparent and inclusive of most costs associated with staffing and service delivery; however, certain elements of the total cost of acquisition are not included in the submitted pricing. These may include: Specialized Background Checks (e.g., fingerprinting or additional security clearances beyond standard checks) Mandatory Client-Specific Training (such as compliance or proprietary system training) Equipment Procurement and Setup (e.g., laptops or peripherals if required by the engagement) Pre-Delivery Inspections or Onsite Setup for technology deployments when requested by the client These costs are only incurred when explicitly required by the participating entity and are billed at cost with no markup. They are typically imposed by third-party vendors (e.g., background check providers, hardware suppliers) and coordinated by Brooksource as part of the engagement. Brooksource does not profit from these charges; we act as a facilitator to ensure compliance and readiness. Our standard pricing already accounts for direct labor costs (approximately 60%), benefits and compliance management (20–25%), and administrative services such as recruitment, program management, and standard background checks (15%). Any additional costs outside this structure are disclosed upfront and documented in the Statement of Work for full transparency.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Brooksource does not charge additional costs for freight, delivery, or shipping as part of our staffing and professional services engagements. Our solutions are service-based and do not involve physical product shipments.	*

69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Brooksource does not maintain specialized freight, shipping, or delivery programs for Alaska, Hawaii, Canada, or offshore locations because our services do not require physical delivery. All engagements are fulfilled through local or remote talent sourcing and virtual onboarding.	*
70	Describe any unique distribution, delivery, and/or deployment methods or options offered in your proposal.	Brooksource operates on a proximity-based delivery model, meaning all deployment and service activities are sourced as locally to the customer site as possible. This approach ensures faster response times, reduced logistical complexity, and stronger alignment with local requirements. To complement our local delivery strategy, we maintain the following capabilities: Offshore/Nearshore Delivery Teams: For engagements requiring extended coverage or specialized skill sets, we leverage offshore and nearshore resources to provide cost-effective and scalable solutions. National Support Center (NSC) and Recruitment Network: Our centralized recruiting infrastructure enables us to source talent nationwide, ensuring rapid fulfillment of even the most specialized roles. 24/7 Delivery Capabilities: Brooksource offers round-the-clock support to meet critical timelines and maintain continuity for high-priority projects, regardless of time zone or location.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Brooksource maintains a structured compliance framework to ensure proper pricing and adherence to Sourcewell's requirements. Our finance and billing department includes dedicated billing specialists who manage government accounts and are well-versed in invoicing protocols. Their responsibilities include: Preparing and submitting invoices according to billing schedule and format Monitoring payments and reconciling receivables The invoicing process commences with a draft being submitted to Brooksource's invoicing team for review by the financing team. This invoice reflects the payments made by Brooksource to its employees working on the project, derived from the time sheets collated by both Brooksource and the client. Upon receipt of the invoice, the Brooksource invoicing team generates a Verification of Hours and a Summary of Services sheet, meticulously comparing the hours worked to the hours claimed on the invoice. Any inconsistencies, discrepancies, or expenses outside the scope must be pre-approved by the client before inclusion in the invoice. Whether in favor of the client or Brooksource, these items are promptly flagged for further investigation. These comparison sheets are then dispatched to the client for review. At this stage, the client conducts a thorough review of the invoice in comparison to their own timesheet records. They compile a list of any noted discrepancies, which is then provided to Brooksource for review and resolution. The Brooksource invoicing team meticulously then examines these identified discrepancies, making necessary adjustments to the invoice to ensure accuracy and fairness. Once all discrepancies have been reviewed, resolved, and adjustments made, the finalized and mutually agreed-upon invoice documents are prepared. These documents detail the products delivered or services rendered, conforming to the specifications outlined by the client. This invoice includes: • Project title • Itemized Descriptions • Clients Project Number • Purchase Order Number • Invoice Date • Invoice Period • Invoice Number, • Payment Remittance Address.	*

		They are then submitted to the client for their final approval and subsequent payment, thus concluding the invoicing process for the project. Brooksource maintains a commitment to accuracy, transparency, and collaborative communication with our clients, ensuring that the engagement is conducted efficiently and accurately. Dedicated Program Manager: A program manager will oversee all Sourcewell-related engagements, ensuring alignment with contract terms and performance standards. Legal Oversight: A partially dedicated legal team member will review agreements and monitor compliance throughout the lifecycle of each engagement. Joint Engagement for New Entities: Both the program manager and legal representative will be actively involved whenever a new entity seeks to leverage the Sourcewell contract, ensuring proper onboarding and adherence to cooperative purchasing guidelines. Sourcewell Collaboration: Brooksource will proactively engage Sourcewell in conversations when any new entity expresses interest in utilizing the agreement. This collaborative approach ensures transparency, compliance, and consistent application of contract terms.	
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Brooksource will track a set of key performance indicators (KPIs) to measure the success and impact of the Sourcewell agreement. These metrics provide transparency and actionable insights into contract performance: Funds Generated: Total revenue attributed to engagements under the Sourcewell agreement. New Customer Acquisition: Number of new participating entities that leverage the contract for the first time. Existing Customer Utilization: Number of current clients who adopt the Sourcewell agreement for additional services. Submittal-to-Start Ratios: Percentage of candidate submissions that successfully convert to project starts, reflecting efficiency and quality in recruitment. Engagements Successfully Started: Total number of projects initiated under the agreement, demonstrating adoption and scalability. Year-over-Year Revenue Growth: Comparative analysis of annual revenue to assess long-term success and expansion of the program.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	2.5% administrative fees	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Please, see our attached Pricing document, labeled "Brooksource Price Proposal - Sourcewell MASTER AGREEMENT 010826".	*

Table 7A: Depth and Breadth of Offered Solutions (250 Points, applies to Table 7A - 7C)

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered in the proposal.	Based on our understanding of the requests and scope of work, Brooksource is confident that our people-first approach will provide top of the line talent that are dedicated to upholding our client's reputation of making a difference and improving the wellbeing of the community. Brooksource understands Sourcewell's entity's staffing needs vary and may scale up during peak demand periods. Our sourcing strategies go beyond the typical recruitment styles and processes, which allow us to commit to client timelines and task orders. Most top consultants are not found on traditional job boards and resume depositories these days; rather, they are found through a quality referral network. We leverage our team of 500+ recruiters across the country to scale teams during case volume spikes, member growth, entrance into new markets, introduction of new products, and development of state programs. Our expertise in building custom teams of professionals allows for steady support. At Brooksource, our dedication to each client throughout the entire engagement is the best part of our reputation. Our experience and expertise will allow us to provide Sourcewell with quality service, including the advertising, recruiting, testing, evaluation, screening, and hiring activities to ensure we match the best qualified staff. Below, we have detailed our approach to secure the best resources for our clients, and our abilities to address the needs detailed in the RFP: Engaging Active Consultants: With thousands of consultants rolling off projects weekly, we are confident in our abilities to consistently find the best fit for each engagement by utilizing our national team of over 500 delivery support members. Technology Tools: Our cutting-edge recruitment and delivery technologies allow the Brooksource team to work efficiently and never lose track of candidates. With a proprietary database of over one million candidates, our recruiters can quickly search, contact, and conveniently engage with candidates. Referral Programs: Brooksource's office offers region-specific referral programs for active and previous associates. All delivery support staff are trained to gauge consultant and client satisfaction, as word-of-mouth is often the best form of advertisement. Networking Groups and Community Involvement: All Brooksource offices are evaluated on their local networking efforts and community involvement. Brooksource supports talent acquisition services with clients nationally through a tiered, personalized approach, providing high quality and cost-effective talent. We have a wealth of experience sourcing and placing consultants in similar capacity as well as supporting and overseeing entire projects initiatives start to finish, including, but not limited to, activities such as: Proactive Planning: Our engagement team will learn all project requirements up front and set proper expectations on deliverables such as timelines, milestones, schedules, onboarding requirements, communication protocols, expectations of Sourcewell's involvement in candidate reviews, compliance with all local, State, and Federal laws, HIPAA, Standards of Conduct, as well as individual and team performance review processes. Recruit, Screen, Interview, Hire and Assign: Brooksource delivers staffing and recruiting services for some of the largest States, Cities and Counties in the country, and are confident in our ability to provide the State with top tier talent. We understand the nuances of local government and some of the special considerations that need to be made when selecting prospects for jobs in the public sector. Issue Management: Our issue management plan begins with the Brooksource account executive, first escalated through the delivery team and then triaged and assigned priority. All issues are logged, and communication on the status of the resolution is provided to all involved parties.

		Ongoing Support: Our communication before, during, and after engagements to generate greater opportunity to engage with and receive feedback from our consultants. Brooksource takes immense pride in the world-class experience we deliver to customers and consultants. With a Net Promoter Score (NPS) of 76 and higher, our success comes from being good to our employees, consultants, clients, and communities. With more than 4,000 active consultants, and 34 locations across the U.S., we're focused on propelling the future of the communities we serve, one client at a time.
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Health IT, Operations, Workforce Transformation, IT Training *
77	Describe how candidates are: 1) qualified for the role; 2) authorized to work; 3) available and placed on time; and, 4) a suitable fit for the organization they are placed in. Clarify how responsibility for verifying work authorization is defined and managed.	After gathering the necessary information regarding a client's project to gain a thorough understanding of its scope, along with important deadlines and the specific job roles that will allow the engagement to be successful, the resource recruitment begins. Below is an example recruitment workflow that explains our typical process for evaluating, hiring, and recommending staff resources within 14 days. Qualified for the Role Initial Sourcing: We leverage our team of 500+ recruiters across the country to screen and source thousands of resources in the open market. Our best-of-breed applicant tracking system (ATS), Jobscience, includes over 500,000 active resources. Additionally, our referral network of past and existing resources consistently produces options and keeps us proactively engaged with trusted top talent. We leverage social media tools like LinkedIn and X, as well as commonly used job boards to remain current with the top talent in every market. Shortlist Qualified Resumes: For each role sourced, we review hundreds of resumes with pre-qualified criteria. We narrow our search based on availability, location, rate, required certifications, and exposure to various desired applications. Should the client request to review resumes and/or applications, Brooksource will coordinate with the client to do so. Authorized to Work Personality Screening for Soft Skills and Logistics: For resources already in our database, much of the screening is already complete; however, we are vetting new resources every day to proactively maintain a current talent pipeline. For new resources, we initially gauge personality fit and communication skills through a phone interview. If a proper fit, we will perform an on-site interview for local resources or a video interview for resources living outside the cities where our offices are located. Initial Screening/Phone Interview: This interview is conducted by our Program Coordinator and Recruiter. The screen aims to understand a candidate's skillset/experience level, career goals, and aspirations, and willingness and ability to learn. We will coordinate interviews between the consultant and members of the client team as requested. Reference and Background Checks: At this stage in the screening process, an Brooksource delivery manager or senior staff member will confirm a candidate's claimed work history by conducting telephone calls with three past relevant employers or by obtaining written confirmation from the employers. We require verification of the titles and time periods shown on a candidate's resume, and any material discrepancies automatically disqualify the candidate from further consideration. For a consultant whose relevant work history consists of services as a 1099 service provider, we confirm this with the previous clients. We work in partnership with our customers to ensure all resources are onboarded correctly. We are prepared to provide documentation of the following immunizations, background check information, and drug screen: Required Vaccinations/Immunizations

TB within the past year
Hepatitis B
Influenza

Background Check
Social Security Number verification
Criminal background search (7 years)
Sex offender registry
Current 10-panel drug screen

Available and Placed on Time and a Suitable Fit for the Organization
Technical Evaluation and Grading: We perform a series of progressively more rigorous and detailed evaluations with consultants as they progress from their initial contact with Brooksource through consideration for specific assignments, including availability and suitability. We have a standard technical screening for all candidates, but we are happy to customize the screening process to meet the unique client specifications and include verification of certifications.

Second Round Video Interviews: Second round interviews are conducted virtually, and candidates are required to have their video on for the entirety of the conversation. In this interview, the job description is discussed in detail, and candidates are asked relevant technical questions to gauge skill level and interest in the role.

We will coordinate interviews between the consultant and members of the client team as requested.

Engaged for Project (Onboarding): Employment paperwork is completed, including any drug screens and other prerequisites before arriving on day one.
We coordinate with our customers to resolve any issues that may arise during the onboarding process. The Brooksource account manager and delivery team will remain in contact with the resource, meeting for lunch at least once every two months to discuss performance and overall satisfaction with the assignment.

This feedback is provided to the hiring manager to promote resource retention. Additionally, the Brooksource delivery manager will check in with the resource at least once every two weeks to build further rapport and understanding of project progress.

Lockdown: Qualified candidates will then have a final conversation with the Brooksource Account Team. This entails confirmation of hiring timeline, duration of engagement, location, compensation, benefits, etc. In this step, we also confirm the candidate’s commitment to this specific opportunity.

At Brooksource, we begin our rigorous candidate vetting process with a comprehensive needs analysis of our clients' precise requirements to ensure we find a resource who will excel in each role. Our expertise, decades of experience, and cutting-edge recruitment technologies allow us to source and identify top-tier candidates in a variety of industries. Brooksource’s team of recruiters successfully identifies top resources with a best-of-breed applicant tracking system that houses more than 1.1 million active resources and leverages a robust referral network.

We conduct in-depth evaluations of each candidate, including tailored technical screenings to meet each client's unique specifications, and thorough verification of licenses and certifications. Our candidate verification process includes personality screenings for soft skills and logistical fit, plus comprehensive reference and background checks. Our rigorous process guarantees all candidates selected possess the qualifications and experience to excel in the role

A delivery manager or senior staff member is responsible for verifying a candidate’s work history by conducting telephone calls with three past relevant employers or by obtaining written confirmation from the employers. Verification includes confirming the titles and time periods shown on a candidate’s resume, and any material discrepancies automatically disqualify the candidate from further consideration. If a consultant's relevant work history consists of services as a 1099 service provider, this is also confirmed with the consultant's previous clients.

78	Describe your process for ensuring candidates have the necessary proprietary or organization-specific equipment to perform their role. Include details on how equipment is prepared (e.g., configured, secured, and imaged), delivered, and supported, particularly when the candidate is working remotely.	Brooksource prioritizes the security and privacy of confidential information. We don't handle client data due to the temporary nature of their services. Clients must provide equipment with defined security controls or permit third-party rental services for unmanaged devices if they can't meet this requirement. Clients are responsible for specifying data connections, whether through virtualized environments or onsite networks. Brooksource is open to reasonable confidentiality and data privacy terms and ensures that our resources also adhere to protective terms. For remote resources, Brooksource will verify that the candidate is familiar with remote work, able to complete work in a professional space without distractions and can communicate on digital channels. Brooksource will collaborate to establish a timeline and refine requirements for the Systems Assessment. This assessment encompasses various tasks: Hardware and System Check: Ensure technology requirements are met, assign devices to remote consultants, conduct internet speed tests, assess headset connections, and verify sound quality. Identity and Access Management Setup: Provide necessary information to Sourcewell's team for VPN and Webex access setup. Brooksource's IT team can assist in streamlining this process. Initial Walkthrough: Arrange a live scenario where remote consultants access required applications/systems and content, such as Webex and SharePoint, simulating real work tasks. Enhanced Training: Offer comprehensive training on technology operation, system protocols, and remote support etiquette. Follow up with an assessment to gauge knowledge and understanding.	*

Table 7B: Depth and Breadth of Offered Solutions - IT Managed Workforce Solutions

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

☑ We will not be submitting for Table 7B: Depth and Breadth of Offered Solutions - IT Managed Workforce Solutions

Line Item	Category or Type	Comments	
79	Describe the range of IT managed workforce programs your organization has overseen in the government (GOV) sector within the last three (3) years. Provide one (1) example for each of the following: - small - average - large Include the following for each example in the comments field: 1) annual revenue; 2) duration; and, 3) a brief scope of services summary including IT roles managed.		*
80	Describe the range of IT managed workforce programs your organization has overseen in the education (EDU) sector within the last three (3) years. Provide one (1) example for each of the following: - small - average - large Include the following for each example in the comments field: 1) annual revenue; 2) duration; and, 3) a brief scope of services summary including IT roles managed.		*
81	Does your company currently operate a multi-tenant Vendor Management System (VMS) to support IT Managed Workforce programs? If yes, briefly describe your system's capabilities in the following areas: 1) Requisition management (e.g., request creation, approval workflows); 2) Candidate management (e.g., submission, screening, selection tracking); 3) Time and expense tracking (e.g., approvals, compliance controls); 4) Invoicing and payment (e.g., integration, reconciliation, automation); and, 5) Reporting and analytics (e.g., dashboards, KPIs, data exports). If no, describe whether your company partners with a third-party VMS provider or uses a proprietary alternative.		*

Table 7C: Depth and Breadth of Offered Solutions - IT Staff Augmentation Services

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

☐ We will not be submitting for Table 7C: Depth and Breadth of Offered Solutions - IT Staff Augmentation Services

Line Item	Category or Type	Comments
82	Describe your organization's IT staff augmentation services provided in the government (GOV) sector within the past 24 months. Include one (1) representative example (not a list of contracts) and describe the following areas: 1) Contract duration (start and end dates or ongoing) 2) Types of staffing solutions (e.g., temporary, project-based, long-term, or direct-hire) 3) Approximate number and types of IT roles staffed	Representive Example: State of Tennessee Statewide Staffing Contract (ongoing) 1) Contract Duration: Start Date: October 16, 2023 End Date: October 16, 2026 (2, 12-month renewal options) 2) Type of Staffing Solution: Temporary, project-based and long-term staffing services 3)Approximate Number and Types of IT Roles Staffed: Approximately 361 IT roles Most common IT roles include: Cyber Security Engineer, Network Technician, Network Architect, Data Analyst, Project Manager, Portfolio Director, Accessibility Specialist, Service Desk Analyst, Workstation Support Specialist, Software Developer, Salesforce Administrator, GIS Analyst, Business Analyst, AV Technician, Automation Engineer, Web Developer, Cloud Engineer, Application Administrator, Mainframe Developer, Technical Writer, Data Scientist, DevOps Engineer, .NET Developer, Cyber Architect, Cyber Engineer, Solution Architect, etc.
83	Describe your organization's IT staff augmentation services provided in the education (EDU) sector within the past 24 months. Include one (1) representative example (not a list of contracts) and describe the following areas: 1) Contract duration (start and end dates or ongoing) 2) Types of staffing solutions (e.g., temporary, project-based, long-term, or direct-hire) 3) Approximate number and types of IT roles staffed	Representive Example: University of Central Florida (ongoing) 1) Contract Duration Start Date: November 1, 2025 End Date: October 31, 2030 2) Types of Staffing Solutions: Temporary and project-based staffing solutions 3) Approximate Number and Types of IT Roles Staffed: Approximately 25 IT roles Most common IT roles include: Senior Project Manager, Data Analyst, Technical Specialist, Service Desk Analyst, Data

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 84. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement 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 Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ 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 Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

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

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

to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Responsiveness - Responsiveness.zip - Wednesday January 07, 2026 19:12:08
- Pricing - Brooksource Price Proposal - Sourcewell MASTER AGREEMENT 010826.xlsx - Thursday January 08, 2026 08:56:07
- Financial Strength and Stability - Financial Strength and Stability.pdf - Wednesday January 07, 2026 19:23:33
- Marketing Plan/Samples - Marketing Plan Samples.pdf - Wednesday January 07, 2026 19:26:01
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Standard Transaction Document Sample.pdf - Wednesday January 07, 2026 19:27:43
- Requested Exceptions (optional)
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. 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, 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. - Taylor Everett, Director of Government Services, Eight Eleven Group, LLC., dba Brooksource

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_8_IT_Managed_Workforce_Staff_Augmentation_RFP010826 Wed December 31 2025 04:33 PM	☑	2
Addendum_7_IT_Managed_Workforce_Staff_Augmentation_RFP010826 Wed December 24 2025 11:59 AM	☑	4
Addendum_6_IT_Managed_Workforce_Staff_Augmentation_RFP010826 Fri December 19 2025 01:06 PM	☑	4
Addendum_5_IT_Managed_Workforce_Staff_Augmentation_RFP010826 Tue December 16 2025 03:23 PM	☑	3
Addendum_4_IT_Managed_Workforce_Staff_Augmentation_RFP010826 Fri December 12 2025 11:47 AM	☑	3
Addendum_3_IT_Managed_Workforce_Staff_Augmentation_RFP010826 Tue December 2 2025 02:57 PM	☑	7
Addendum_2_IT_Managed_Workforce_Staff_Augmentation_RFP010826 Wed November 26 2025 08:59 AM	☑	5
Addendum_1_IT_Managed_Workforce_Staff_Augmentation Fri November 21 2025 02:24 PM	☑	10
Amendment_1_IT_Managed_Workforce_Staff_Augmentation_RFP010826 Thu November 20 2025 03:08 PM	☑	1