

**Solicitation Number: RFP #062421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Abacus Service Corporation, 25925 Telegraph Road, Suite 206, Southfield, MI 48033 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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

3. Use; Quality Control.

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Abacus Service Corporation

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
8/5/2021 | 6:42 AM CDT
Date: _____

DocuSigned by:
April Szlaga
31C564DA3CCB44F...
By: _____
April Szlaga
Title: Sr. Vice President
8/4/2021 | 12:45 PM PDT
Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
8/5/2021 | 6:44 AM CDT
Date: _____

RFP 062421 - Facilities Maintenance Services

Vendor Details

Company Name: Abacus Service Corporation
25925 Telegraph Road, Suite 206
Address: Southfield, Michigan 48033
Contact: april salzna
Email: governmentsales@abacuservice.com
Phone: 866-402-2228 8005
HST#: 20-2060203

Submission Details

Created On: Wednesday June 23, 2021 09:38:31
Submitted On: Thursday June 24, 2021 14:52:03
Submitted By: april salzna
Email: governmentsales@abacuservice.com
Transaction #: eaa5afe8-6f33-4189-beec-340271a47972
Submitter's IP Address: 59.91.242.183

Specifications**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only):	Abacus Service Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Proposer Physical Address:	25925 Telegraph Road, Suite 206 Southfield, MI 48033
5	Proposer website address (or addresses):	www.abacusservice.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	April Szlaga, Vice President 25925 Telegraph Road, Suite 206 Southfield, MI 48033 248-522-8005 april@abacusservice.com
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Scott Minkoff, Capture Manager Abacus Service Corporation 25925 Telegraph Road, Suite 206 Southfield, MI 48033 (704) 228-0477 scottminkoff@abacusservice.com
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Established in 2004, Abacus has over 16 years of experience in providing contract services including Facilities Maintenance and Management for both Government and Commercial clients. With offices strategically located throughout North America, Abacus currently has over 350 contractors throughout the US and works with over 65 clients in various industries. We are a rapidly growing firm of professionals committed to delivering high-standard services to our clients since the inception of the company. With annual revenue of over \$25 million, we have extensive experience working with public sector agencies as a prime contractor. Our experience gives us a complete understanding of public sector procurement along with its unique set of challenges and opportunities. The heart of our business lies in understanding each customer's individual operation, infrastructure, and sought requirements. This allows us to understand not only the organization's needs but also how each organization supports the people they accommodate. Our range of expertise, depth of experience, and broad geographic coverage enable us to serve customers no matter how large their portfolio. Our staff have the necessary expertise and indispensable technical know-how and will work closely with Sourcewell personnel to meet key facilities services objectives. This expertise includes maintenance of most mechanical, electrical, plumbing, and utility systems and equipment. On the back-end, Abacus has proven tools and processes to ensure standardized delivery of services. We leverage leading technology to automate virtually every aspect of facility maintenance management. In addition, Abacus is flexible and can adopt the current Sourcewell system or introduce our turnkey system at no additional charge.
10	What are your company's expectations in the event of an award?	Abacus expects the Sourcewell contract to be our largest cooperative at the national level. Because this contract can be used by customers across the US and Canada, it is the cooperative agreement that we will market the most to customers whose procurement regulations allow them to use this contract. While some State government customers are mandated by procurement regulation to use their State-run vehicles, many customers can use and prefer the Sourcewell Partners Contract. When procurement regulations allow for us to market this Contract directly to end-users, we will educate customers on the value of Sourcewell, the benefits of using the Contract and execute the process of transitioning with Sourcewell.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Abacus is a reliable firm with the necessary financial and administrative capabilities to effectively manage this contract. We complete contracts on time and within budget and have never defaulted on a contract in the history of our more than 16-year existence. Financial statements and D&B rating report is attached for your reference.
12	What is your US market share for the solutions that you are proposing?	We estimate that our total Net sales of approximately \$1M (on a trailing twelve-month basis).
13	What is your Canadian market share for the solutions that you are proposing?	We estimate total sales of \$100,000 in the Canadian market.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	We have never filed bankruptcy since our inception.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	As a Service Provider, we have in-house sales and delivery team to deliver the service proposed in this solicitation.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Abacus has the necessary licenses and certifications to work under this contract.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Abacus has not been suspended or debarred from any customer in the past ten years.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Abacus' success is based upon a culture of excellence, driven to ensure the success of every client's projects. We are a team of highly experienced professionals that work together to create innovative solutions that add ongoing value after project completion. Our commitment to excellence has resulted in almost 90% of our business coming from repeat customers. This fact stands as a testament to our client's recognition of the value we add to their projects.
19	What percentage of your sales are to the governmental sector in the past three years	2020- \$5M+ 2019- \$4M+ 2018- \$3.8M
20	What percentage of your sales are to the education sector in the past three years	2020- \$1M+ 2019- \$1M+ 2018- \$850,000
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Recently, Abacus has been awarded by H-GAC as a qualified supplier. Under this contract, we will be responsible for serving more than 7000 government agencies.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We are holding contract with GSA and providing excellent level of services from the last five years. Over the past three years, the sales have been averaged \$3M.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Luxottica	Yalanda Davis	(513) 765-6936
The State of Georgia	Krystal McGraw	(717) 802-5743
Catalent	Ernesto Rodriguez	(407) 483-6653

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
The State of Arizona	Government	Arizona - AZ	Staffing services to various categories	\$30,000-\$200,000	\$10M+	*
The State of Indiana	Government	Indiana - IN	Staffing services to various categories	\$20,000-\$250,000	\$10M+	*
The State of Georgia	Government	Georgia - GA	Staffing services to various categories	\$50,000-\$200,000	\$2M+	*
Pennsylvania State System of Higher Education	Education	Pennsylvania - PA	Staffing services	\$40,000-\$150,000	\$1M+	*
West Chester University	Education	Pennsylvania - PA	Staffing services	\$50,000-\$120,000	\$1M+	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
25	Sales force.	As Sourcwell's member base continues to grow in the U.S. and Canada, its ideal partner on this contract will be able to keep up as a valued provider to your diverse membership. But beyond blanketing Members with sheer numbers, Sourcwell's ideal partner should also be aligned with the nuances of your members' industry sectors and procurement environments; able to offer specialized support to help Members meet their goals; and to fulfill this contract's full potential. As part of the Abacus Experience, we organize our sales force differently from other companies in order to best serve our customers. First, we form account teams knowledgeable about the unique public sector customers they support. These account teams serve customers exclusively within their sector, which closely match up with Sourcwell's member base: K-12 Education, Higher Education, State and Local Government, Federal Government, and Healthcare. The advantage to Abacus' model is that our account managers become experts within their sector, able to respond to the very specific needs of each. For example, our account managers in education are knowledgeable in FERPA and other privacy laws, our account managers in State and Local Government track applicable laws to the states they serve, Healthcare teams understand HIPAA. To support this model, we have multiple office locations, including in Canada. As a result, the Abacus sales force is aware of and prepared to support the local landscape in a way that is unmatched by personnel at both small local companies and national companies.
26	Dealer network or other distribution methods.	N/A for service based contract
27	Service force.	As part of the Abacus Experience, we organize our service force differently from other companies in order to best serve our customers. First, we form account teams knowledgeable about the unique public sector customers they support. These account teams serve customers exclusively within their sector, which closely match up with Sourcwell's member base: K-12 Education, Higher Education, State and Local Government, Federal Government, and Healthcare. The advantage to Abacus' model is that our account managers become experts within their sector, able to respond to the very specific needs of each. For example, our account managers in education are knowledgeable in FERPA and other privacy laws, our account managers in State and Local Government track applicable laws to the states they serve, Healthcare teams understand HIPAA. To support this model, we have multiple office locations, including in Canada. As a result, the Abacus service force is aware of and prepared to support the local landscape in a way that is unmatched by personnel at both small local companies and national companies.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Abacus' goal is to minimize lapses in performance fulfillment, and there are many controls in place to ensure customer satisfaction is continually met. We continually strive to improve the customer experience as part of the Abacus Experience. If due to unforeseen circumstances there is a lapse, we have a support plan in place to listen, evaluate, correct, and understand. To simplify the customer service process, we recommend Sourcwell members bring any issues or inquiries to the attention of their account manager. Members' Abacus account managers should be the center of their customer service and support experience. Barring unforeseen circumstances, account managers respond between 30 minutes and four business hours. They will work to resolve the incident, taking the necessary steps to ensure a best outcome. Or if the account manager is unavailable that day, a backup is assigned. Members' full account support team is available through their online account. It shows the live status of their representatives' availability. Abacus account managers' first step is always to listen. Then they evaluate and determine the best next steps. If the account manager cannot correct the issue, they will escalate it to their sales manager. If the sales manager cannot correct the issue, they will escalate it to the director. Escalation continues until we provide a suitable solution to the performance issue. A follow-up step in our incident escalation process involves taking the incident resolution process one step further. Our sales teams work hand-in-hand with our Program Management team to ensure that for issues requiring significant escalation, we determine proactive measures to prevent the problem from recurring. We want to understand why it happened to make sure it doesn't happen again. This is one of the reasons we are consistently lauded for outstanding customer service. As a back-up support option, Sourcwell members can always choose to contact a customer relations representative. Abacus has representatives available to resolve post-sales inquiries from 7:00 a.m. until 9:00 p.m. EST, Monday through Friday, with a reply back within 24 hours. As part of our focus on listening in providing customers the Abacus Experience, we regularly measure customer satisfaction to find out how we can even better meet our customer needs. Because we know that what worked for our customers in 2010 may not be the best method in 2020. That's why since 2004 our Customer Feedback Program has run via our Market Research Team. The program measures customer satisfaction, thoughts about Abacus, and problem areas. The primary methodology is a semi-annual survey which gathers information on customer-facing departments including shipping, customer relations, and the customer's sales team. Customers assess key touch points and high-level company characteristics. Customers are selected on a random basis to participate in the surveys. If a customer provides a response that is ranked poor or fair, then a specialist from our Quality Assurance team contacts the customer to determine the reason for their unsatisfactory response and offers additional action to rectify the problem. Notices including customer contact information and feedback are sent to Abacus sales managers so they can follow up. However, the majority of end users supply favorable survey comments.
29	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	A proven record of excellence is the single biggest predictor of ability to deliver excellent service to the Sourcwell. We have multi-state experience in every capability you require. Abacus, with our vast experience in facilities management projects, brings an established project management methodology, coupled with a highly qualified and experienced team to manage, track, and control activities and outcomes that have contributed to over 100 successful projects across our portfolio. Our approach is not only based on methods and best practices in project management, but also on our in-depth understanding of government sector combined with thought leadership built on lessons learned from other successful projects. We bring these experiences and leading practices to the Sourcwell for this contract. Our deep national experience reduces the overall project risk and increases your probability for success. Our goal is to exceed your expectations by providing the highest value and quality in every aspect of our service. Leveraging our wide geographic reach, a vast network of professionals, highly experienced recruiters and marketing managers, along with local market knowledge and a competitive pricing model, we will provide the Sourcwell with a flexible staffing solution.
30	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Abacus' significant presence in Canada allows us to focus on providing services, and local support to our Canada customers. Abacus has a large Marketing team in Canada. This team comprises mainly Marketing Managers, who support several vendor relationships, including their new service launches and associated promotions. We have coworkers dedicated to meeting with, evaluating, and onboarding new Sourcwell members. Similar to in the United States, we also have onsite vendor specialists for larger partners. Our business model in Canada provides exceptional service availability and quick turnaround from the largest employee pool in the industry. We attribute this to our strategic relationships with the industry's top staffing vendors. Historically, our same-day order fill rate has been 90%. We have the ability to deliver services in Canada.
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None. Sourcwell members in all geographic areas will be fully served by Abacus on this contract.
32	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None. All Sourcwell member sectors will be fully served by Abacus on this contract.
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. We are serving clients in Hawaii, Alaska, and in the US Territories.

Table 7: Marketing Plan

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We know the vital importance of marketing contracts and reaching all eligible Sourcewell members, and we will apply our tangible, demonstrated experience supporting the unique requirements of procurement organizations to marketing and promoting this contract. Our dedicated Public Sector Program team and Marketing team will create and execute our marketing plan. Primary contacts for Sourcewell include:</p> <p>Scott Minkoff Capture Manager – Government Practices 704-228-0477 scottminkoff@abacuservice.com</p> <p>April Szlaga Vice President – Government Practices 248-522-8005 april@abacuservice.com</p> <p>Following is our sample marketing plan along with the estimated timeline, which is flexible as per Sourcewell requirements. We are highly responsive and will work swiftly to execute the agreed-upon Marketing plan.</p> <p>First week:</p> <ul style="list-style-type: none"> • Create a co-branded press release and work quickly to distribute it to agreed-upon trade publications • Post announcement along with contract details and contact information to our website • Begin design of co-branded marketing materials including print, electronic, email, and presentations • Discuss publication and distribution plans, as well as a plan to distribute and follow up on leads • Create social media strategy • Design and implement secured website including Sourcewell logo, copy of original RFP, copy of contract and amendments, a summary of products and pricing, marketing materials, a link to Sourcewell's website, and all relevant contact information. <p>First month:</p> <ul style="list-style-type: none"> • Complete design of co-branded marketing materials • Finalize plans to publish and distribute • Begin distribution to current and prospective members • Implement initial social media strategy <p>First ninety days:</p> <ul style="list-style-type: none"> • Post announcement as a blog post to our widely read blog • Complete training and enablement for Abacus sales force • Complete publishing and distribution of initial marketing materials • Analyze initial activity • Discuss next ninety-day plan for marketing <p>Ongoing:</p> <ul style="list-style-type: none"> • Design and publish national and regional advertising in trade publications • Market and promote the Master Agreement including case studies, presentations, campaigns, and blog posts <p>Abacus participates in hundreds of trade shows, conferences, and meetings across the country. Sourcewell has our commitment to participate at specified shows as well as additional opportunities to broadcast and promote our partnership. We also provide seminars and workshops to our public-sector customers across the country and are eager to do so for Sourcewell members! In all cases, we will work with our clients to determine the right topics, venue, timing, and participants.</p> <p>Some examples of what we provide include</p> <ul style="list-style-type: none"> • Webinars – Abacus frequently holds webinars for our customers. Topics range from Staffing and HR trends, EEO, employment practices, specific service features, and more broad solution areas. • Workshops – typically done in a half-day, a workshop is meant to educate customers on all the aspects of a particular service area. • Summits - Abacus holds summits at our corporate headquarters in Southfield, MI. Sourcewell members are welcome to attend these at no additional charge. • Custom Events - Abacus will help Sourcewell coordinate any event that they believe will be beneficial to the participating entities. <p>Some of the digital marketing-related items that contract customers can expect to receive and access include:</p> <ul style="list-style-type: none"> • Social Media – In addition to the Abacus Blog, Abacus is increasing our use of social media to keep our customers p documents will include those that we receive from the subcontractors, those that Abacus creates for a general audience, and those that Abacus creates specific to Sourcewell members.
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>To advance Sourcewell's message in the crowded public cooperative landscape, Sourcewell's ideal partner will need to go beyond the slicks, glossy one-pagers, and email blasts of a traditional marketing campaign to reach future Members who do not today and will not ever respond to information presented that way. In 2021, many go to social media for their news and information. It has been reported the U.S. and Canada have a combined 50 million Twitter users. We have been active on social media since inception and as of this submission have thousands of followers. In addition, Abacus leverages an employee advocacy tool that spans social media. It allows employees across the company to access curated social media content to share to their personal social media networks, including LinkedIn, Twitter, and Facebook. The platform has one hundred registered members and gains more every day.</p>
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Having grown from a small, local purchasing cooperative to its status today as a national leader in public contracts, Sourcewell understands effective messaging. Sourcewell's ideal partner on this contract will make sure Sourcewell is an active partner in spreading the word of this new contract's benefits and features. We expect that following the RFP process and a continued partnership with Abacus, Sourcewell will announce the new contract award to its 50,000 members. We expect Sourcewell and Abacus will collaborate on contract launch and marketing material for the Sourcewell membership. And additionally, collaborate and build an announcement program to the Sourcewell team. We expect Sourcewell and Abacus will build strategic partnerships under the agreement with an effort focusing on target customers who require a contract for purchasing. We expect Sourcewell will continue to attend influencing trade shows for the procurement community and include Abacus in Sourcewell's awareness campaign at those shows. We expect Sourcewell will be a trusted advisor and partner in designing a contract training program for Abacus internal and field sellers with a contract training program which transitions into contract integration. For our part, tenured Abacus account managers are actively marketing the current Sourcewell contract to customers and are very familiar with its benefits, including special product categories, a unique administrative fee structure, and flexibility, such as Abacus' augmentation of the prior contract to include services. Transitioning to the new contract with Abacus will be seamless and avoid the predictable sales dip of other scenarios. Sourcewell does not have to worry about member confusion or orders held up during training and setup time. Business will continue to flourish, and training time will be used as a refresher, providing contract updates and focusing on strategies to increase adoption. Each year, as Abacus continues to grow, we do hire a significant number of new account managers.</p>
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>No. Abacus' services are not available through e-procurement ordering process.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
38	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.	Not Applicable to the offered services.
39	Describe any technological advances that your proposed products or services offer.	<p>The key technological advances Abacus offers includes:</p> <ul style="list-style-type: none"> • Remote recruitment - Because of our commitment to agility, investment in technology, and infrastructure, we are able to quickly transition to a remote environment that was virtually seamless for our clients. Many steps in our recruitment process, such as applications, interviews, and assessments, are performed in a 100% digital manner. • Emerging technology - To improve the client and candidate experience and accessibility during this time, we have invested in technology enhancements, including: <ul style="list-style-type: none"> o AI-enabled Applicant Tracking System (ATS) to help vet qualified candidates, automate the recruiting process, and receive actionable insights through multi-channel engagement. o Chatbox functionality to guide candidates through the automated application process. o Assessment platform that provides job evaluation tools to evaluate skills, predict performance, and find the best fit for employees and clients. o A cloud-based interviewing solution that uses a test questionnaire with audio and video interviewing. o Virtual onboarding process with auto-populated fields from application and employee confirmation via a mobile app. o A communication platform that allows us to connect with our employees via email, SMS, or text on a predetermined timeline. • Expedited hiring processes - To speed up interview-to-hire rates, we offer same-day and virtual hiring events. When approved by our clients, we also relax screening requirements, such as background checks. Similarly, to successfully onboard an employee virtually, Abacus uses a combination of video conferencing, webinars, videos, websites, and interactive exercises that new hires can access via their desktop, tablet, or mobile devices. • Creative compensation strategies - We provide detailed market research that outlines effective compensation by market. We also offer performance-based workforce solutions. • Flexible work options - To help maintain social distancing and accommodate workers with scheduling conflicts, we help develop flexible staffing plans, such as staggered employee shifts and rotating schedules.
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>As stated in the earlier response, we have a deep and measured understanding of our impact on the environment. We are working to reduce our impact on the natural environment from energy, business travel and waste. For the delivery of requested services, we will focus on conservation of the environment, encourage our employees use of renewable energy, support environmental sustainability, proper waste management and preserve balance of ecology. We will raise employee awareness on critical issues in sustainable development.</p> <p>We not only strive to reduce paper usage/ storage in our own company we support our clients in their efforts in this area as well.</p> <ul style="list-style-type: none"> • Reducing our transportation requirements wherever possible by utilizing web-ex and conference calls • Using hybrid vehicles that are regularly serviced and checked. • Efficient use of energy. Ensuring that all lights and equipment are switched off when not required including end of day checklists to ensure we are conserving energy wherever possible. • Participation in Energy Efficiencies Program involving thorough review of our energy usage and recommendations for improvement. • Ensuring that water is used efficiently including use of water coolers with reusable water bottles. • Properly disposing of any electronic office equipment • Optimizing efficiency for all printing, copying, and mailing functions including printing in mono and double sided wherever possible • Participating in recycling programs including paper shredding, bottles/cans, and toner cartridges. • Sourcing recycled materials wherever possible including toner cartridges and paper • Using scrap paper for drafts and notes. • Encourage electronic marketing materials whenever possible. • Working with like-minded suppliers who take steps to minimize their environmental impact.
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Yes, we are NMSDC certified MBE and WBE vendors. We are also SWaM certified contractor by the State of Virginia. Certification copies uploaded separately.
43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Abacus positions itself in the market very differently from its competitors - we offer value-added services that differentiate us from typical staffing vendors through our service-intensive value proposition, broad service knowledge, public sector procurement experience, and investment back into the company to empower clients and field sales representatives' people alike. With dedicated sales and service teams for our education clients, we are positioned to understand your special needs and have designed our services and delivery channels accordingly. We hope the following summary demonstrates our Unique Selling Propositions (USPs) to provide services to Sourcewell.</p> <ul style="list-style-type: none"> • Broad experience - At Abacus we use our insight, knowledge, and national resources to make exceptional connections. With over 100 clients throughout North America spreading across every industry, Abacus has the reach and experience to meet Sourcewell business objectives and exceed Sourcewell expectations. Client diversification allows Abacus to adapt more quickly to change in market conditions, client requirements, and preferences, invest more in resources and better understand the industries that are prevalent in major areas when compared to competitors with more client concentration. • Commitment to the environment - Since its inception, Abacus has been one of the leading vendors in our commitment to the environment, investing thousands of dollars in renewable energy, clean technology, "greener" buildings, sustainable agriculture, and other environmentally sustainable businesses. We recently announced that by the year 2025, all our operations will be powered by renewable energy, illustrating our commitment to protecting and improving our environment. • Client-focused Service - Abacus provides an Account Management Team along with a dedicated Sales and Marketing Team that is experienced and dedicated to servicing the unique needs of Sourcewell. Abacus has an established dedicated public sector team to serve the specific needs of colleges and universities throughout the nation. We pride ourselves on delivering the highest quality of service in the industry and have made a national commitment to serving our government clients with services to meet their specific needs. • Diversity and inclusion - Abacus recognizes that meeting the increasingly diverse needs of our customer base is critical for our company's long-term growth and success. We are committed to advancing diversity and social inclusion by helping ensure that all people across our workforce, our communities, and our supply chain feel valued and respected and have equal access to resources, services, and opportunities to succeed. We define diversity to include - but not be limited to - differences in race, gender, gender identity, sexual orientation, work, and life status, ethnic origin, culture, spiritual beliefs and practices, age, employment level, physical and mental ability, and veteran status. • Comprehensive Asset Management to Extend Facilities' Value - Another value-added aspect of our offer is the provision for implementing industry-leading advanced maintenance management and asset management program supported by the revised organization discussed earlier. Our vision for Sourcewell is to raise the bar in maintenance and asset management best practices and significantly improve performance, reliability, and financial decision-making while reducing risk. Our initial condition assessment in conjunction with the independent third-party audit will serve as a benchmark for future capital investment. Abacus' comprehensive R&R Plan for the Sourcewell ensures protection of managed assets, system reliability, and proactive repair, renewal and replacement planning, and financial forecasting. Our R&R program is a risk-based strategy that examines not only the physical condition of an asset but also the related health and safety impacts, permit and environmental compliance, as well as customer confidence and service reliability. <p>We hope that you will select Abacus and allow us to demonstrate the value we can bring to Sourcewell.</p>

Table 9: Performance Standards or Guarantees

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

Line Item	Question	Response *
44	Describe any performance standards or guarantees that apply to your services	<p>Abacus has kept our commitment to "service with quality." Over the past decade, multiple independent evaluations were conducted by our various clients where individual agencies provided feedback on the quality of service provided by Abacus. Our legacy of customer satisfaction has remained at the forefront of our customer contracts. Quality service has been consistently delivered by our nationwide network of offices. Below are the steps involved that determine customer satisfaction:</p> <p>Measuring Quality Performance Abacus monitors the performance of every candidate assigned. Follow-up calls to the appropriate supervisor begin the first day of an assignment and continue periodically throughout the course of the assignment.</p> <p>Performance Guarantee Every Abacus candidate is carefully selected, tested, and bonded. Each candidate is also guaranteed to meet the skill specifications established by the client. With our 24 hour guarantee, if any Abacus employee fails to achieve the required level of performance, Abacus will replace the employee promptly.</p> <p>Continuous Improvement Program In conjunction with our Quality Management Process, our Continuous Improvement Program (CIP) fully measures and rates the value of our implementation, associates, subcontractors, services, and management program and ensures service delivery that continually exceeds expectations. Abacus' CIP is comprised of Service Level Agreements (SLA's) and Key Performance Indicators (KPI's) which are discussed and agreed upon at the point of implementation. Abacus' service is measured against the client-specific SLA's and KPI's, and results are presented at business review meetings. Adjustments and action plans are made accordingly.</p> <p>First Day Follow-Up On the first day of a Candidate's assignment, Abacus performs an arrival check-in to ensure the Candidate was prompt in reporting for assignment and ready and able to work. Other calls are placed to assess performance and to check on the need for further services of the candidate. Should an employee prove unsatisfactory, the individual is replaced immediately.</p> <p>Following are some steps to measure and report the customer satisfaction:</p> <p>Customized Performance Tracking and Reports Abacus utilizes our internal tool to track employee and client activities and assure quality. This program which is supported by a team of in-house technical experts gives Abacus the ability to create a wide variety of customized reports. Reports measure placements by area and agency, usage, turnover, and other quality performance indicators.</p> <p>Service Performance Survey To monitor levels of service on an on-going basis, Abacus also conducts a monthly Service Performance Survey. This survey is distributed monthly and asks client managers to rate Abacus' performance on the following:</p> <ul style="list-style-type: none"> • Responsiveness • Reporting • Quality of placements • Follow-up/Communication • Accessibility • Effective problem resolution • Accuracy and timeliness of billing • Achievement of business objectives <p>Account Management Review Survey As part of our commitment to continuous improvement throughout the life of our partnership, during the implementation process Abacus will work with our client to establish and agree upon Key Performance Indicators. We recommend that a customized Account Management Review Survey be sent on a quarterly basis to end users. This survey enables Abacus to gather valuable feedback on program performance and customer support, and provides us with a tool not only to gauge our performance, but also adjust our program periodically to meet the changing needs of your business.</p>
45	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>At program onset, we will work with the Sourcwell to define performance objectives and develop meaningful ways for you to track our results. We keep an open line of communication with the Sourcwell to verify we are meeting your expectations, address any issues proactively, and discuss continuous improvement options to increase efficiency. We understand the importance of providing the Sourcwell with accurate, timely, and relevant data to help run your business and assess the effectiveness of our service. Our key performance indicators are provided at no additional cost in an easy-to-use, flexible, and understandable format:</p> <ul style="list-style-type: none"> • Delivery % - Ability to deliver the number of employees requested • Unfilled Order % - Orders Abacus was unable to fill • Cancelled Order % - Orders cancelled by the customer • First Day Punctuality % - Employees who arrived on time on the 1st day • No Call/No Show % - Employees that did not report to work on 1st day • Replacement % - Orders that required a replacement employee • On-Time Delivery % - Placements filled by the agreed-upon start date • Satisfactory Performance % - Customer satisfaction with an employee's performance • Turnover % - Ability to manage turnover and drive performance

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
46	Describe your payment terms and accepted payment methods?	Abacus is proposing payment terms of Net 30 and we accept payments via ACH and cheques.
47	Describe any leasing or financing options available for use by educational or governmental entities.	No, we do not provide any such services.
48	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	<p>Sourcwell's 50,000 members are a diverse bunch and should be able to procure services in the way that suits them individually. As part of the Abacus Experience, we strive to make this possible. We accept orders via telephone, fax, emails, or customer provided VMS.</p> <p>For managing the contract and providing quarterly sales reports, Sourcwell has a post- award process. Other companies often leave contract management to the outside of the scope of the RFP erroneously being purchased through this contract. The reports that our contract management professionals currently generate run the gamut from quarterly sales reports for Sourcwell to highly manual, daily federal reports. Sourcwell and its members will benefit from Abacus' exacting, on-time reporting standards. Abacus will not be using a dealer network as part of our response.</p>
49	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We are not proposing any additional terms and conditions to this contract.
50	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No. We only accept ACH and check payments.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
51	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	To ensure Sourcwell Members can easily procure our services at competitive discounts, Abacus offers pricing in the line-item model. Abacus has uploaded its pricing in the response tab.
52	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The rates proposed by Abacus are already discounted.
53	Describe any quantity or volume discounts or rebate programs that you offer.	The following volume discounts will be applied for this contract: <ul style="list-style-type: none"> o Less than \$1M - 0.25% o \$1M-\$3M - 0.5% o \$3M-\$5M - 1.0% o More than \$5M - 1.25%
54	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	As such, there are no products included in the delivery of services for this contract. Due to our routine partner reviews, we rarely run into having to onboard new vendors or services for specific requests. When we do, our scrupulous process ensures that new partners work with us in delivering the Abacus Experience. This process features collaboration with customers, sales teams, distribution coworkers, internal analysts, Product and Partner Management teams, and our legal department.
55	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like inspection, installation, set up, mandatory training, licensing fees, or administrative charges. Identify any parties that impose such costs and their relationship to the Proposer.	The rates proposed by Abacus are all inclusive of all the travel expenses, general and administration costs, insurance, utilities, executive and staff wages, legal counseling, and accounting staff salaries.
56	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Not Applicable as this is a service-based contract.
57	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not Applicable as this is a service-based contract.
58	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not Applicable as this is a service-based contract.

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
60	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>With respect to Abacus' compliance strategy, we are unique in how we approach managing and maintaining our contracts. Our process begins very early in the sales lifecycle by training our sales force on the Sourcewell agreement to make sure they are selling the right products at the right discounts for Sourcewell members. We can only imagine what a mess it would be for all parties should an uninformed seller transact, say, a 3rd party managed services deal on this Sourcewell agreement. After a sale has gone through, rather than putting the burden of reporting and compliance checks on the sales teams like other companies, Abacus dedicates a highly specialized Program Management team for our K-12 Education and State and Local Government contracts. Our team is expert in general contract management, and specialized in the cooperative agreement.</p> <p>The next element of Abacus' compliance process is a defined self-audit process. The Program Management team is solely responsible for ensuring that only Sourcewell members are able to access the Sourcewell agreement, utilizing the Sourcewell membership list online at https://www.sourcewell-mn.gov/member-lookup or via regular updates provided to Abacus from Sourcewell's contract administrator. Additionally, our transparent partnership with the Sourcewell membership team allows our Sourcewell program to be nimble and use real-time information to ensure members have access to the agreement to drive both sales and compliance. The Abacus Program Management team uses a custom contract management tool. Only the Program Management team has access to the tool, which streamlines the process and positions us to strictly adhere to the agreement. Our tool is a major differentiator for Abacus. It is a custom-built application that integrates with our internal tools to manage the following items:</p> <ul style="list-style-type: none"> • Customer access to contract • Contract pricing • Contract shipping commitments • Contract fee compliance
61	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Sourcewell needs a partner with the insight to identify internal metrics that matter, and then the discipline to track them. A representative sample of internal metrics we have found to be good indicators for a successful partnership are the following:</p> <ul style="list-style-type: none"> • Customer Utilization ("spend" - breaking down by segment: State & Local Government, K- 12 Education, Higher Education, Federal Government) • Technology Category penetration New members brought into contract • # of opportunities • Customer Satisfaction survey responses • Repeat customers • Customer % that grows As Sourcewell knows from the quarterly reports Abacus' Program Management team sends, we can track many, many more internal metrics than this. And to make certain the internal metrics we track match up with Sourcewell's vision for success, we intend to meet upon award to set mutually agreed upon metrics/key performance indicators for the next five years.
62	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Abacus is proposing the general administrative fee of 1.5%. At Abacus, we think simplicity and continuity is a good thing. Sourcewell and Abacus will both experience record growth on the contract at this administrative fee, and we expect even greater results on the next contract as our partnership grows.</p>

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

Line Item	Question	Response *
63	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Abacus' Facility Management Services cover multiple activities in order to ensure proper functionality of the environment by integrating place, technology, and process. Our services include safety and security services comprising of firefighting services, central security patrolling, central security control room, and high-quality security trained professionals. Besides these, our services also include safety and security deliverables, time to time inspections and identification of vulnerabilities, development of policies and methods for protecting information. In order to cater the commercial building facilities management services, Abacus uses the latest products and techniques, along with various other technical equipment.</p> <p>We also offer reliable and eminent housekeeping services by means of world-class cleaning materials, and the latest technology with the help of the specialized team. Abacus looks after waste and garbage management by harmless residential waste. Our FM services not only cater to enterprises, but also are involved in offering residential property management, which includes maintenance, construction and remodels of buildings, repairs to problems, security, cleaning, and other day-to-day operational management.</p> <p>We also provide effective and powerful training programs, which can be customized as per the client's needs and requirements. Moreover, Abacus helps by developing teams and provide tangible benefits. Besides all these, we also organize fun-based activities and learning to ensure knowledge integration in real life.</p> <p>Abacus' Facilities Management services are conceptualized to ensure quality ministraton to its clients with effective upkeep of buildings, plants, and pieces of machinery. Our in-house professionals deliver top-notch services for our clients that provide integrated cost-effective solutions. Our services involve the maintenance, repairment, and replacement of devices, equipment, machinery, building infrastructure, and supporting utilities, pertaining to industrial, commercial, and residential installations.</p> <ul style="list-style-type: none"> • Electrical System Abacus provides electrical system maintenance and operations by well-trained engineers. Beginning from checking and installation to repair and maintenance in specific areas. Abacus includes the maintenance of electrical motors, power tools, transportation, commercial and powerhouse equipment. • Fire Safety System Abacus offers the best in total fire protection systems in the industry. It serves from courtesy reminders to full disclosures on all repair requirements. It tests and inspects the fire protection systems and completes any repairs required to keep you, your assets, and your building safe. • HVAC (Heating, ventilation, and air conditioning) Heating, ventilation, and air conditioning (HVAC) is a technology that includes indoor and vehicular environmental comfort and provides an acceptable indoor air quality. Abacus offers regular HVAC maintenance services to ensure trouble-free operations and a peaking performance. • DG Operation and Maintenance Abacus serves Diesel generator maintenance services, and preventive maintenance services for diesel engine generators. With its capable offering, it also plays a critical role in maximizing the reliability of these standby systems. • Lifts and Elevators Abacus offers freight lift services, lift installations, elevator maintenance, and modification services, maintenance services and industrial goods lift maintenance services for all its residential and commercial clients. • CCTV Abacus offers CCTV services that involve installation, repair, and maintenance services for their industrial, commercial, and residential clients. • Gate Barrier System Abacus provides cost-effective automatic gate barrier systems at the best prices, to their residential and commercial clients. It also includes automatic gate entry solutions and automatic boom barriers for added security. • Access Control System Abacus offers both biometric and proximity access control systems for its clients. It operates from providing setup services to repairment services, in addition to providing complete maintenance services for its valuable clients. • Backup Power Supply Abacus provides backup power supply services, uninterrupted power supply services, and maintenance services to their commercial and residential clients. • Water and Fire Pumps Abacus offers complete water and fire pump inspections. It ranges from their installations to maintenance services for their commercial and residential clients. • Sanitary and Plumbing System Abacus offers sanitary and plumbing services from their residential, commercials, and industrial clients. It offers quality maintenance with grading maintainability parameters for its sanitary systems. • Parking Management Abacus – Facility Management services offer building management services that include the maintenance of space and infrastructure for their clients. It ensures the integration of people, systems, places, processes, and technology together as one. • Concierge Services Abacus offers round-the-clock concierge services to its clients which include informational requests, setting dinner reservations, making telephone calls, and researching travel arrangements. • Security Abacus offers a wide range of security management services which include residential security services, corporate security services, building security services, and home security services. • Housekeeping Abacus offers comprehensive housekeeping services that include formal and informal daily rounds, duty and task list training, security, and compliance training, and much more. Abacus also offers commercial housekeeping services, residential cleaning services, and building housekeeping services for its valued clients. • Waste Management Abacus offers a complete range of waste management services for its residential and corporate clients. This includes garbage collection, recycling, roll-off container rentals, biodegradable waste, and organic waste disposal. • Pest Control Services Abacus provides professional pest control services which include the treatment of bed bugs, cockroaches, house mosquitoes, termites, honeybees, and removal of rats with fumigation services. • Landscaping and Horticulture Abacus provides a full range of landscaping and horticulture services to its commercial and residential clients. This includes landscape architecture services, gardening services, horticultural maintenance services, and irrigation services. • Facade Cleaning Abacus provides comprehensive façade cleaning services to its commercial and residential clients. This serves the cleaning of glass fronts, windows, frames, winter gardens, glass surfaces, and facades by using high-pressure cleaning equipment.
64	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Abacus' offered Facility Management Services will cover multiple activities in order to ensure proper functionality of the environment by integrating place, technology, and process. Our services include safety and security services comprising of firefighting services, central security patrolling, central security control room, and high-quality security trained professionals. Besides these, our services also include safety and security deliverables, time to time inspections and identification of vulnerabilities, development of policies and methods for protecting information. In order to cater the commercial building facilities management services, Abacus uses the latest products and techniques, along with various other technical equipment. Particularly, we are offering the following services to Sourcewell program.</p> <ul style="list-style-type: none"> • Electrical System • Fire Safety System • HVAC (Heating, ventilation, and air conditioning) • DG Operation and Maintenance • Lifts and Elevators • CCTV • Gate Barrier System • Access Control System • Backup Power Supply • Water and Fire Pumps • Sanitary and Plumbing System • Parking Management • Concierge Services • Security • Housekeeping • Waste Management • Pest Control Services • Landscaping and Horticulture • Facade Cleaning

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

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

Line Item	Category or Type	Offered *	Comments
65	Janitorial, custodial, housekeeping, cleaning, and sanitizing services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Abacus offers comprehensive Janitorial, custodial, and housekeeping services that include formal and informal daily rounds, duty and task list training, security, and compliance training, and much more. Abacus also offers commercial housekeeping services, residential cleaning services, and building housekeeping services for its valued clients.
66	Landscaping, groundskeeping, lawn mowing, snow removal or snow plowing, and grounds maintenance services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Abacus provides a full range of landscaping and horticulture services to its commercial and residential clients. This includes landscape architecture services, gardening services, horticultural maintenance services, and irrigation services.
67	Maintenance, management, and operations of facilities, systems, components, and surfaced areas (horizontal and vertical facilities)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Abacus provides system maintenance and operations by well-trained engineers. Beginning from checking and installation to repair and maintenance in specific areas. Abacus includes the maintenance of electrical motors, power tools, transportation, commercial and powerhouse equipment. In addition, we provide facility support on Fire Safety System HVAC (Heating, ventilation, and air conditioning) DG Operation and Maintenance Lifts and Elevators CCTV Gate Barrier System Access Control System Backup Power Supply Water and Fire Pumps Sanitary and Plumbing System
68	Management, administration, labor, personnel, tools, equipment, supplies, and technology related to or incidental to offering solutions described in Line Numbers 65 - 67 in Table 14B	<input checked="" type="radio"/> Yes <input type="radio"/> No	Abacus' Facilities Management services are conceptualized to ensure quality ministrition to its clients with effective upkeep of buildings, plants, and pieces of machinery. Our in-house professionals deliver top-notch services for our clients that provide integrated cost-effective solutions. Our services involve the maintenance, repairment, and replacement of devices, equipment, machinery, building infrastructure, and supporting utilities, pertaining to industrial, commercial, and residential installations.

Table 15: Industry Specific Questions

Line Item	Question	Response *
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<p>69</p>	<p>Describe your staffing recruitment, selection, and retention capabilities for participating entities at various stages of facilities maintenance or management services outsourcing (initial implementation, provider transition, hybrid service model, etc.)</p>	<p>Abacus understands the value of placing the right professional at the right time. Through our 16 years of experience, we continually recruit and retain competent and reliable staff ensuring we are able to accommodate the positions our clients require. We plan to implement a proactive recruitment strategy with a detailed, qualifying process to help provide Sourcewell with efficient, professional facility staffing service.</p> <p>Through our proactive recruitment approach, we are continuously seeking out the best professionals within the industry to bring forth to our clients. Abacus' proactive pipeline streamlines sourcing efforts and enables us to pinpoint the most requested, in-demand skill sets in each of our markets. Abacus' recruiters are industry experts who tailor their sourcing efforts into a more concentrated pool of qualified candidates. Our recruiters pipeline the top candidates into a proprietary database which allows us to fill the client requirements within 24 to 48-hour timeframe.</p> <p>To locate qualified candidates for Sourcewell, Abacus will assign a dedicated recruiting team led by highly experienced recruitment lead who will use sophisticated search algorithms to select the best suited contact tracers. Other sourcing channels will include:</p> <ul style="list-style-type: none"> • Electronic Job Boards: Leveraging our long-standing, strong relationships with major online job boards including LinkedIn, Monster, CareerBuilder, and other Social Media tools, e.g., Twitter, Facebook, Google+, etc. • Local Employment Agencies: Specializing in an array of recruiting and staffing services, our team understands the value of associations with industry-specific organizations. Meeting many of our client's needs means that we understand the industry-related education and designations indicating the proficiencies. • Proprietary Resume Database: Comprising of more than 1M resumes on different skills with 10000+ resumes local in the State. • Abacus Website: Abacus posts positions on our website to ensure visibility for new and returning candidates. • Referrals: Soliciting referrals from current candidates and other sources • Job Fairs/Networking Events: Actively participating in trade associations, networking events, civic and professional groups/clubs as well as participating in and hosting job fairs. • Digital Advertising: Leveraging targeted digital advertising platforms to reach hard-to-find candidates with unique experience and skillsets. <p>Screening As part of the Standard Operating Procedure (SOP), our recruiters conduct pre-screen interviews with all candidates. These pre-screen interviews consist of both technical and professional inquiries and discussion that is relative to the candidate's previous work experience, academic credentials, and professional certifications, in addition to details related to client opportunities that may be aligned to their skills and professional expectations, preferences, and aspirations. To move forward with an applicant's candidacy, in addition to skillset alignment, the candidate must also demonstrate a commitment to accept the engagement if it is offered, and a commitment to stay on the engagement for the duration of the contract. Successful resource placements begin with targeted talent acquisition based on a well-rounded understanding of who our clients are in addition to their resource needs. Abacus considers the culture of each client organization when assessing and evaluating candidates for the best fit. From relaxed, collaborative work environments to autonomous, employee empowered departments, Abacus clients receive qualified candidates who integrate quickly into their work cultures.</p> <p>The Abacus account management team will work with Sourcewell stakeholders, hiring managers, and procurement teams to thoroughly understand the resource needs, special requirements, and performance expectations.</p> <p>Testing and Assessment Through an online assessment tool, eSkill, Abacus performs a number of different job-related testing and assessments for all new hires. Abacus performs hard skill assessments to validate each candidate's competence for the positions at Sourcewell. Our account teams have access to more than 450 skill assessments selected based on specific job profiles.</p> <p>Reference Checks Abacus talent sources complete a minimum of three (3) professional reference checks for each candidate prior to resume presentation to our clients. The references must be current or former managers, supervisors, or team leaders to whom the candidate reported organizationally in the performance of their job duties. The results of the reference checks are recorded in the candidate's JobDiva applicant record.</p> <p>BGV screening Abacus conducts standard, minimum background checks on all associates prior to hire. In addition, we conduct customized background checks in compliance with specific client requirements, based upon industry and individual client needs. The following standard background checks are conducted by our third-party partnered agency, and/or a client designated service provider:</p> <ul style="list-style-type: none"> • Social Security Number trace • A criminal background check (Local, State, and National) for the past seven (7) years • Terrorist database • Sex offender database • Credit check, if required for the position • Employment history verification for previous 3 employers or past 7-year period • Validation of highest academic credential achieved • Any other client-designated background check parameter <p>Abacus also validates professional certifications required for the position directly with the certifying authority using the name of the associate and the certification ID number.</p> <p>Drug Testing When requested, Abacus orders from a 5 to 10-panel urine drug screen as specified by the client. Individuals who test positive are terminated from Abacus employment and not considered for future employment for a period of six (6) months. Abacus requires a signed statement verifying that all areas of the application, including education, are true and correct as part of our standard procedures. In addition, Abacus can manage educational and credential/ professional license verification upon client request at an additional fee.</p> <p>Employee Onboarding All Abacus employees undergo a thorough onboarding process prior to the start of any assignment. Our on-boarding process will outline the Sourcewell's policies and procedures and further iterate your expectations. Our focus is on seamlessly integrating our employees into the Sourcewell's culture and equipping them with the information, guidance, and support to become independently productive as soon as possible.</p> <p>The following is an overview of a typical orientation process which will be customized to meet Sourcewell needs:</p> <ul style="list-style-type: none"> • Summary information about Sourcewell • Assignment of work schedule • Overview of key Sourcewell workplace policies • Assignment information • Name of department and supervisor • Security policies and processes • Appropriate attire • Criminal/credit check policies • Hourly pay rate • Instructions for emergencies • Code of conduct • Timesheet completion and payroll information • Security requirements • Electronic communications policy • Explanation of benefits • Abacus office location and hours • Lunch and breaks • Review of EEO and ADA guidelines • Parking • Workplace policies • Performance goals • Safety policies and procedures • Quality expectations • Any applicable Sourcewell literature <p>Retention Abacus believes that our employees are our greatest asset. As a result, we prioritize retention by fostering an environment where all our employees can advance professionally. Abacus realizes it is more than great compensation and benefits that keep employees satisfied. A professional culture, regular communication, training opportunities, and other elements also enable us to retain qualified personnel.</p> <p>Abacus retains and motivates our personnel by offering attractive benefits packages, maintaining competitive salaries, supplementing training, and advanced education, and recognizing outstanding employee achievements. All personnel assigned to the Sourcewell contract will be offered a competitive benefits package that includes medical, dental, vision, long-term disability, personal leave, paid holiday leave, and 401K matching contributions.</p> <p>In today's competitive market, "post a job and wait" strategies for recruiting talent do not work. When Sourcewell select Abacus as its staffing provider, the strategy we develop for the Sourcewell will employ a variety of techniques proven to deliver candidates with the specialized skill sets you need.</p>
<p>70</p>	<p>Describe your process for development of participating entity statements of work, service levels, quality control plans, and performance standards (as applicable).</p>	<p>Abacus' project development process provides input and support to the development of SOW, SLA, QC Plan. This phase is iterative in nature and comprises a two-way process. Abacus proposes requirements (driven by continuous improvement and refinement objectives) to the industry and receives and processes feedback:</p> <ul style="list-style-type: none"> • Change Management-Abacus' representatives participate in meetings with Sourcewell member as change order requirements are discussed, refined, prioritized, and documented. Our team reviews and analyzes the requirements to ensure they are clearly defined, technically feasible, and can be implemented within the requested timeframe. • Change Order Analysis and Estimation- Abacus gathers up technical inputs from various internal teams to draft the SOW. We analyze the release package to resolve issues, answer questions, verify the scope has not changed, assess impacts to the current program, prepare level-of-effort estimates, and create draft schedules. This process may occur multiple times until a final, negotiated release package is approved by the Sourcewell and Abacus. • SOW Change Management-Abacus' Customer Relations team notifies Sourcewell that the SOW is approved, and development of the new release begins. The negotiated release package, including the approved change orders, is used throughout design and development.

71	Describe technology and software applications used for recordkeeping and reporting, and identify the ability to integrate with participating entity technology or software applications, as applicable.	<p>Our time entry system is formulated with the use of JobDiva software. This software allows our team to input record and secure all time entry information. JobDiva offers the flexibility to log time, multiple projects and tasks. The assignments can be created to track the level of details desired, and it configurable to meet a wide variety of client-defined requirements. JobDiva allows for a group timesheet functionality that allows authorized vendor personnel to log time from their timesheet monitor on behalf of their personnel.</p> <p>The tool tracks and displays status throughout the timesheet or expense processing cycle. The application has a function called "Timesheet Monitor" where selected users have access to view and administer timesheet status. The clients may be given this functionality and suppliers can view timesheets in all statuses for their employees. They can view a summary and then drill down to see additional details.</p> <p>The JobDiva application offers flexible approval workflow allowing client users to approve invoices based on client-specific thresholds. Once an employee submits a timesheet, the designated managers receive a system notification alerting them that a timesheet is pending their approval. Managers can approve or reject the timesheet. If the manager rejects the timesheet, they may add any appropriate comments detailing why the timesheet was rejected. This rejection will send a system notification to the contractor that includes any comments entered by the manager, alerting them that a timesheet adjustment is necessary.</p> <p>When a manager approves a timesheet and/or expense, the approval is date and time stamped. The approver is determined at "on-boarding" and the tool tracks changes to approvers.</p>
72	Describe any procedures related to supplier-provided equipment, products, and supplies, and the ability to meet participating entity requirements (cost, inventory, sustainability, etc.).	If necessary, we agree to provide equipment, products, and supplies to the participating entity at an additional cost.
73	Describe any procedures related to participating entity-provided or supplier-acquired equipment, products, and supplies.	We agree to the use of participating entity-provided equipment, products, and supplies.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
NA	NA	NA

Documents

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

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

- [Pricing](#) - Abacus Hourly Rates - RFP #062421 - Facilities Maintenance Services.xlsx - Thursday June 24, 2021 14:43:06
- [Financial Strength and Stability](#) - Financial Capability.pdf - Thursday June 24, 2021 14:45:27
- Marketing Plan/Samples (optional)
- [WMBE/MBE/SBE or Related Certificates](#) - Abacus MWBE.pdf - Thursday June 24, 2021 14:48:37
- Performance Standards or Guarantee Information (optional)
- Standard Transaction Document Samples (optional)
- [Upload Additional Document](#) - Abacus Proposal Response to RFP 062421 - Facilities Maintenance Services-signed.pdf - Thursday June 24, 2021 14:48:49

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Facilities Maintenance Services_RFP_062421 Thu June 17 2021 05:05 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Facilities Maintenance Services_RFP_062421 Wed June 9 2021 04:23 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Facilities Maintenance Services_RFP_062421 Wed June 2 2021 08:48 AM	<input checked="" type="checkbox"/>	1