



Solicitation Number: 061324

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Infinite Computing Systems, Inc., 425 2nd Street SE, Suite 600, Cedar Rapids, IA 52401 (Supplier).

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling 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 Sourcwell if this certification changes at any time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

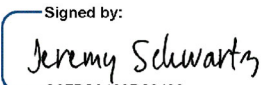
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

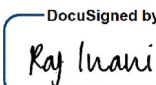
22. CANCELLATION

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

Sourcewell

Infinite Computing Systems Inc.

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/28/2024 | 9:54 AM CST

DocuSigned by:

2FE98FC5C8494F4...
By: _____
Raj Inani
Title: President
Date: 11/27/2024 | 8:18 PM PST

RFP 061324 - Staffing with Related Services and Solutions

Vendor Details

Company Name: Infinite Computing Systems Inc.

Does your company conduct business under any other name? If yes, please state: IA

Address: 425, 2nd ST SE #600
Cedar Rapids, Iowa 52401

Contact: Mahesh Chandak

Email: mchandak@infinite-usa.com

Phone: 319-730-7075

Fax: 319-297-7540

HST#: 42-1452799

Submission Details

Created On: Tuesday May 28, 2024 11:29:43

Submitted On: Wednesday June 12, 2024 11:06:09

Submitted By: Mahesh Chandak

Email: mchandak@infinite-usa.com

Transaction #: 6609e3d4-c50a-4dfe-9ee7-38c20b0cd6d6

Submitter's IP Address: 49.248.82.130

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier").	Infinite Computing Systems Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Infinite Staffing Solutions Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NA	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	47AW4	*
5	Proposer Physical Address:	425 2nd St. SE Suite 600 Cedar Rapids, IA 52401	*
6	Proposer website address (or addresses):	www.infinite-usa.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Raj Inani President 425 2nd St. SE Suite 600 Cedar Rapids, IA 52401 raj@infinite-usa.com 319-730-7080	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mohit Singh Vice President 425 2nd St. SE Suite 600 Cedar Rapids, IA 52401 mohit@infinite-usa.com 469-595-1805	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sakina Masalawala Senior Account Manager 425 2nd St. SE Suite 600 Cedar Rapids, IA 52401 smasalawala@infinite-usa.com 408-763-3520 Mahesh Chandak Senior Account Manager 425 2nd St. SE Suite 600 Cedar Rapids, IA 52401 mchandak@infinite-usa.com 319-730-7075	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<ul style="list-style-type: none"> Infinite Computing Systems Inc is a Certified Minority Business Enterprise (MBE). We are a Consulting & Staff Augmentation company, with more than 25 years industry experience, we serve clients across the globe via our HQ in Cedar Rapids, IA & offices in Dallas, TX, Mumbai, India & Bangkok, Thailand. As a Recruiting & Staffing industry expert, we are passionate about our mission to fill the greatest jobs with the most talented people. Our business philosophy is work with our clients as partners/advisors rather than Suppliers/Vendors. With core competency in Contingent Workforce Solutions, Contract Staffing, Executive Search, Global Perm Placements & Immigration Services, we have deputed 1000+ consultants within United States & more than 1000 permanent placements globally. Over the last 20 + years we have serviced more than 100 clients which includes but is not limited to State Government entities (IA, IN, ID, MI, AZ, NC, GA, FL) & Fortune 500 commercial customers.
11	What are your company's expectations in the event of an award?	<ul style="list-style-type: none"> Establishment of Clear Communication Channels Participate actively & equally in this program in a strategic/advisory role Long-Term Partnership Building
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Refer to the Document upload section for Consolidated Financial Statements for 2021, 2022, 2023
13	What is your US market share for the solutions that you are proposing?	<ul style="list-style-type: none"> More than 25 years' experience in the Staffing Industry Sales & Delivery Centers in Dallas, TX & Cedar Rapids, IA Serviced more than 100 + Direct Clients across the globe (Commercial + Government Entities) Extensive experience working in MSP/VMS Programs 100 + Recruiters & Account Managers 400 + Consultants
14	What is your Canadian market share for the solutions that you are proposing?	None
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>Service Provider</p> <p>Our sales and service force primarily consists of internal employees who are responsible for selling and delivering the company's services to clients. This includes Sales representatives, Account managers, Recruiters and Technical support staff who work directly with us. Our service force is tasked with understanding client needs, proposing tailored solutions, and ensuring the successful delivery of services. Infinite may also partner with other organizations, such as technology vendors, resellers, or consulting firms, to complement their service offerings or extend our market reach. These partnerships involve collaborating on joint sales and marketing initiatives, co-delivering integrated solutions, or referring clients to one another based on their respective areas of expertise.</p>
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<ul style="list-style-type: none"> Business Licenses Insurance Certificates MBE Targeted Small Business
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *																									
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none">• Ranked #1 amongst 40 suppliers in Healthcare/Clinical and Professional division in Q2 2023 and Q4 2023 for an enterprise level Commercial Client• Ranked #4 in Engineering out of 29 suppliers for a leading player in Medical Devices Industry• 84% submission ratio in FY 2023 against all requirements• Eligibility for Rehire for Infinite consultants- 85%• Closed 20% of all open positions for a leading client in Aerospace & Defence & are amongst the top 5 vendors every year• Supplier Management Strong Performance 25.0 / 25.0• Worker Quality Strong Performance 15.0 / 15.0	*																								
20	What percentage of your sales are to the governmental sector in the past three years	30%	*																								
21	What percentage of your sales are to the education sector in the past three years	5%	*																								
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<table><tr><td>Client</td><td>2023</td><td>2022</td><td>2021</td></tr><tr><td>State of Iowa</td><td>730,997.00</td><td>1,050,538.00</td><td>1,127,351.00</td></tr><tr><td>State of Florida</td><td>48,226.00</td><td>17,724.00</td><td></td></tr><tr><td>State of Georgia</td><td>26,880.00</td><td>71,269.00</td><td>900.00</td></tr><tr><td>State of Minnesota</td><td>654,774.00</td><td>776,150.00</td><td>823,405.00</td></tr><tr><td>State of Arizona</td><td>860,637.00</td><td>518,624.00</td><td>348,697.00</td></tr></table>	Client	2023	2022	2021	State of Iowa	730,997.00	1,050,538.00	1,127,351.00	State of Florida	48,226.00	17,724.00		State of Georgia	26,880.00	71,269.00	900.00	State of Minnesota	654,774.00	776,150.00	823,405.00	State of Arizona	860,637.00	518,624.00	348,697.00	*
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23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*																								

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
State of Michigan	Sarah Karazim	517-258-0540	*
State of Arizona	Kim Prowell	734-237-3085	*
State of Indiana	Anna Zelko	717-678-8985	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of Iowa	Government	Iowa - IA	Staffing	NA	2908886	*
State of Florida	Government	Florida - FL	Staffing	NA	65950	*
State of Georgia	Government	Georgia - GA	Staffing	NA	99049	*
State of Minnesota	Government	Minnesota - MN	Staffing	NA	2254329	*
State of Arizona	Government	Arizona - AZ	Staffing	NA	1727958	*

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 *	
26	Sales force.	<ul style="list-style-type: none"> Infinite has sales offices & delivery centers for business development, client relationship management, and sales activities in Dallas, TX, Cedar Rapids, IA, Bangkok, Thailand & Mumbai, India We also have virtual sales and service teams capable of providing remote support, virtual consultations, and online services to clients and candidates across a broader geographic area. 	*
27	Dealer network or other distribution methods.	NA	*
28	Service force.	<ul style="list-style-type: none"> More than 25 years' experience in the Staffing Industry Sales & Delivery Centers in Dallas, TX & Cedar Rapids, IA Served more than 100 + Direct Clients across the globe (Commercial + Government Entities) Extensive experience working in MSP/VMS Programs 100 + Recruiters & Account Managers 400 + Consultants 	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	NA	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Customer Service Program Overview</p> <ul style="list-style-type: none"> Initial Client Engagement Dedicated Support Team 3. Communication Channels Response-Time Capabilities and Commitments: Aim to resolve standard inquiries within 24 hours and more complex issues within 48-72 hours, depending on the nature of the request. Service-Level Agreements (SLAs): Commit to an initial response to all client inquiries within one business day. For urgent matters, provide solutions or action plans within 24 hours. For non-urgent issues, ensure resolution within three business days. Incentives for Service Goals: Bonus, Rewards, Recognition Programs <p>Process and Procedure</p> <p>1. Inquiry Handling:</p> <ul style="list-style-type: none"> Logging Inquiries: All client inquiries are logged into a customer relationship management (CRM) system to track and manage response times and resolutions. Assignment: Inquiries are assigned to the appropriate account manager or customer service representative based on the nature of the request. <p>2. Issue Resolution:</p> <ul style="list-style-type: none"> Troubleshooting: Customer service representatives work to troubleshoot and resolve issues, escalating to higher management if necessary. Follow-Up: After resolving an issue, a follow-up is conducted to ensure the client's satisfaction and to address any additional concerns. <p>3. Reporting and Analysis:</p> <ul style="list-style-type: none"> Regular Reporting: Generate regular reports on customer service metrics, including response times, resolution times, and client satisfaction scores. Performance Review: Conduct periodic performance reviews to assess the effectiveness of the customer service program and identify opportunities for enhancement. 	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>With more than 25 years' experience in the Staffing Industry, supporting Government Entities & Commercial Customers, Infinite is well equipped with state-of-the-art Infrastructure at all our offices & a team of 100 + experienced Recruiters & Account Managers, multiple job boards, our proprietary ATS, Centralized Accounting & HR systems to provide End-End solutions in the areas of:</p> <ul style="list-style-type: none"> Professional services Public sector & educational health, Instructional & non-instructional education RPO Executive Search IT Staff Augmentation 	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Currently we do not have an entity in Canada, if we are added to the Sourcewell Program, Infinite has capability to start in Canada & mimic our US organization in 90 days' time	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Currently we do not have an entity in Canada, if we are added to the Sourcewell Program, Infinite has capability to start in Canada & mimic our US organization in 90 days' time	*

34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will serve all Sourcewell participating entities through the proposed contract	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Infinite's comprehensive marketing strategy ensures the contract opportunity will be effectively promoted to attract the best candidates and partners & ensure a successful engagement.</p> <ul style="list-style-type: none">• Defining the target audience• Craft a Compelling Value Proposition• Create High-Quality Marketing Materials• Leverage Digital Marketing Channels• Engage with Industry Networks and Communities• Implement a Referral Program• Monitor and Adjust the Strategy <p>Execution Plan and Timeline</p> <ol style="list-style-type: none">1. Week 1-2: Preparation<ul style="list-style-type: none">o Define the target audience and craft the value proposition.o Create marketing materials (landing page, brochures, video content).2. Week 3-4: Launch<ul style="list-style-type: none">o Launch digital marketing campaigns (SEO, social media, email).o Distribute press releases and engage with professional associations.3. Month 2-3: Engagement<ul style="list-style-type: none">o Participate in online forums and host webinars.o Attending industry events and distribute printed materials.4. Month 3-4: Optimization<ul style="list-style-type: none">o Monitor analytics and gather feedback.o Make necessary adjustments to the marketing strategy.o Implement the referral program.	*

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>*1. Social Media Marketing</p> <ul style="list-style-type: none"> Infinite will use social media platforms (LinkedIn & Facebook) to run targeted ad campaigns based on demographics, interests, and behavior. This ensures the marketing message reaches the most relevant audience. Optimize social media posts with relevant hashtags, geotags, and keywords to increase discoverability and engagement. <p>2. Search Engine Optimization (SEO)</p> <ul style="list-style-type: none"> With the help of Infinite's digital marketing team, we will conduct keyword research to identify terms and phrases potential candidates are searching for. Optimize website content, including the landing page, blog posts, and job descriptions, to rank higher in search engine results. Create valuable content (articles, blog posts, infographics) related to the contract opportunity and industry trends. This content can attract organic traffic and establish authority in the field. Ensure the website is technically optimized for search engines, including fast load times, mobile-friendliness, and proper use of meta tags and schema markup. Optimize social media posts with relevant hashtags, geotags, and keywords to increase discoverability and engagement. <p>3. Email Marketing</p> <ul style="list-style-type: none"> Segmentation: Segment the email list based on criteria such as industry, job role, and past engagement to send personalized and relevant messages. Automated Campaigns: Set up automated email campaigns to nurture leads over time, providing them with useful information and reminders about the contract opportunity. <p>4. Data Analytics and Insights</p> <ul style="list-style-type: none"> Website Analytics: Use tools like Google Analytics to track website traffic, user behavior, and conversion rates. Analyze this data to understand how visitors interact with the site and identify areas for improvement. Application Tracking System (ATS): Use an ATS to manage applications efficiently, track candidate progress, and gather data on the effectiveness of different recruitment channels. <p>5. Customer Relationship Management (CRM)</p> <ul style="list-style-type: none"> Lead Management: Utilize a CRM system to manage and nurture leads, keeping track of interactions and follow-ups to ensure no potential candidate is overlooked. Personalization: Leverage CRM data to personalize communication, ensuring messages are relevant and tailored to the individual's interests and needs. <p>6. Chatbots and AI</p> <ul style="list-style-type: none"> 24/7 Engagement: Implement chatbots on the website to answer common questions and guide potential candidates through the application process, providing instant support and improving user experience. AI-Powered Insights: Use AI tools to analyze large datasets, identifying patterns and trends that can inform marketing strategies and improve targeting. <p>7. Video Marketing</p> <ul style="list-style-type: none"> Interactive Videos: Create interactive videos that allow viewers to engage with the content, such as clicking on links or answering questions, to increase engagement and interest. Live Streaming: Host live Q&A sessions or webinars to discuss the contract opportunity, providing a platform for real-time interaction with potential candidates.
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38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Infinite's understanding is that Sourcewell, as a cooperative purchasing organization, plays a significant role in promoting contracts arising out of an RFP (Request for Proposal). The role involves facilitating the procurement process, offering a streamlined and compliant purchasing method for its members, and enhancing the visibility and credibility of the contracts it awards.</p> <p>Infinite will integrate a Sourcewell-Awarded Contract into the Sales Process by:</p> <p>Educate the Sales Team: Ensure the sales team understands the benefits and specifics of the Sourcewell-awarded contract, including compliance advantages, streamlined processes, and the value it offers to potential clients.</p> <p>Integration with CRM: Integrate contract details into the Customer Relationship Management (CRM) system to ensure the sales team can easily reference and leverage the contract in their sales efforts.</p> <p>Regular Communication: Maintain regular communication with Sourcewell to stay updated on any changes or new opportunities related to the contract.</p> <p>Joint Marketing Efforts: Collaborate with Sourcewell on joint marketing efforts, such as co-branded materials, joint events, and shared promotional activities, to maximize reach and impact.</p> <p>Highlight Sourcewell Affiliation: Emphasize the Sourcewell affiliation in marketing materials, including brochures, website content, and presentations, to leverage the credibility and recognition associated with Sourcewell.</p> <p>Content Marketing: Develop content that explains the benefits of using Sourcewell contracts, such as blog posts, case studies, and white papers, to educate potential clients and generate leads.</p> <p>Leverage Sourcewell's Network: Utilize Sourcewell's member network to identify and reach out to potential clients who can benefit from the awarded contract.</p> <p>Webinars and Workshops: Host informational webinars and workshops for potential clients to explain how to use the Sourcewell-awarded contract effectively.</p> <p>Dedicated Support: Provide dedicated support to assist clients in understanding the procurement process through Sourcewell, ensuring a smooth and efficient experience.</p> <p>Monitor Sales Data: Track the performance of the Sourcewell-awarded contract through sales data and CRM metrics to understand its impact on the sales process.</p> <p>Gather Feedback: Collect feedback from clients using the contract to identify areas for improvement and ensure high satisfaction levels.</p>	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<ul style="list-style-type: none"> • Our e-procurement system is a web-based portal called C.O.A.T.S that allows users to browse, select, and order products and services online. The system integrates seamlessly with major ERP's & CRM's (Enterprise Resource Planning & Customer Relationship Management) and procurement software systems. • By providing a robust and user-friendly e-procurement system, we enable governmental and educational customers to achieve greater efficiency, cost savings, and control in their procurement processes. 	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe the types of tools and technologies your company uses for staffing management.	Infinite leverages a variety of tools and technologies to manage staffing effectively. These tools cover aspects like recruitment, onboarding, performance management, scheduling, and employee engagement. All our proprietary applications support integration & customization. Here's an overview of the primary tools and technologies we use for staffing management: ATS, HRMS, Onboarding Software, Performance Management Tools, Scheduling and Workforce Management Software, Employee Engagement and Communication Tools, Learning Management System (LMS), Analytics and Reporting Tools, Compensation Management Software, Employee Self-Service Portals
41	Describe how your company complies with legal and regulatory requirements.	<ul style="list-style-type: none"> • Dedicated Compliance Team • Regular Training and Education • Robust Policies and Procedures • Internal Audits and Monitoring • Legal Advisory and External Consultants • Data Protection and Privacy • Ethics and Whistleblower Programs • Licensing and Certifications • Health and Safety Compliance • Environmental Compliance • Reporting and Documentation • Continuous Improvement
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Employee Green Initiatives: We have established programs encouraging employees to adopt sustainable practices, such as telecommuting, carpooling, and using public transportation. Additionally, we provide incentives for using electric vehicles.</p> <p>Sustainable IT Practices: Our IT department follows green IT practices, such as virtualizing servers to reduce energy consumption and implementing energy-efficient cooling systems in delivery centers.</p> <p>Community Environmental Programs: We actively participate in and sponsor community programs aimed at environmental conservation, education, and sustainability.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NA
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Infinite is a Minority Business Entity (MBE) & Small Business Entity (SBE). Please refer to the attached certifications in the document upload section.
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<ul style="list-style-type: none"> • State of the art Infrastructure • Technology & Automation Adoption • Infinite proprietary HRMS & ATS Software • Centralized Accounting Systems • More than 25 years' experience in working as a supplier • Sales & Delivery Centers in Dallas, TX & Cedar Rapids, IA • Extensive experience working in MSP/VMS Programs • 100 + Recruiters & Account Managers • 400 + Consultants

Table 9: Performance Standards or Guarantees

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

Line Item	Question	Response *
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46	Describe any performance standards or guarantees that apply to your services.	<p>Performance Standards</p> <ol style="list-style-type: none"> 1. Quality Assurance <ul style="list-style-type: none"> o Service Excellence: We commit to delivering services that meet the highest standards of quality. This includes thorough quality checks and continuous improvement practices to ensure the reliability and excellence of our offerings. o Compliance: All services are performed in compliance with relevant industry standards, regulations, and best practices to ensure legal and regulatory adherence. 2. Timeliness <ul style="list-style-type: none"> o On-Time Delivery: We guarantee that all services will be delivered within the agreed-upon timeframes. This includes meeting project deadlines, responding promptly to requests, and ensuring timely resolution of issues. o Response Time: We establish clear response timeframes for customer inquiries and support requests. Typically, initial responses are provided within a few hours, and resolution times are based on the complexity of the issue. o Satisfaction Guarantee: We are committed to ensuring customer satisfaction. If clients are not satisfied with any aspect of our service, we work diligently to address and resolve their concerns. 3. Performance Metrics <ul style="list-style-type: none"> o Service Level Agreements (SLAs): We establish SLAs with clearly defined performance metrics, such as uptime, response times, and resolution times. These metrics are regularly monitored and reported to ensure compliance. o Key Performance Indicators (KPIs): Specific KPIs are set to measure the effectiveness and efficiency of our services. These KPIs include customer satisfaction scores, service delivery times, and issue resolution rates. <p>Guarantees</p> <ol style="list-style-type: none"> 1. Two weeks replacement <ul style="list-style-type: none"> o Satisfaction Guarantee: If clients are not satisfied with our candidates within the first two weeks, we offer a free replacement guarantee. This ensures that clients can confidently try our services with minimal risk. 2. Performance Guarantees <ul style="list-style-type: none"> o Uptime Guarantee: For services that involve system availability, such as cloud-based solutions or IT infrastructure, we offer an uptime guarantee of 99.9%. This ensures that clients experience minimal downtime and reliable service availability. o Resolution Time Guarantee: We guarantee that critical issues will be resolved within a specified time frame, typically within 24 hours, to minimize disruption and maintain operational continuity. 3. Confidentiality and Data Security <ul style="list-style-type: none"> o Data Protection: We guarantee the confidentiality and security of client data. This includes compliance with data protection regulations (e.g., GDPR, CCPA) and implementation of robust security measures to protect against data breaches. o Non-Disclosure Agreements (NDAs): We sign NDAs to ensure that all client information is kept confidential and used solely for the purposes of delivering our services. 4. Service Continuity <ul style="list-style-type: none"> o Business Continuity Plans: We have established business continuity and disaster recovery plans to ensure uninterrupted service delivery in the event of unforeseen circumstances. o Redundancy and Backup: Our systems are designed with redundancy and backup capabilities to ensure continuous operation and data integrity. <p>Continuous Improvement</p> <ol style="list-style-type: none"> 1. Feedback Mechanisms <ul style="list-style-type: none"> o Regular Surveys: We conduct regular client satisfaction surveys to gather feedback on our performance and identify areas for improvement. o Client Reviews and Audits: Periodic reviews and audits of our services are conducted to ensure compliance with performance standards and identify opportunities for enhancement. 2. Training and Development <ul style="list-style-type: none"> o Employee Training: Continuous training and development programs are in place for our staff to ensure they possess the necessary skills and knowledge to deliver high-quality services. o Process Improvement: We implement ongoing process improvement initiatives, leveraging client feedback and industry best practices to enhance service delivery.
47	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).	<p>Service Standards</p> <ol style="list-style-type: none"> 1. Quality of Service <ul style="list-style-type: none"> o Quality Assurance: We have rigorous quality assurance processes in place to ensure that all services meet the highest standards of excellence. This includes regular audits, inspections, and adherence to industry best practices. 2. Responsiveness <ul style="list-style-type: none"> o Response Time: We guarantee prompt responses to client inquiries and support requests. Standard response times are outlined in our Service Level Agreements (SLAs), typically within 1-2 hours for critical issues and within 24 hours for non-critical issues. o Availability: Our customer support is available 24/7, ensuring that clients can reach us anytime for assistance.

		<p>3. Timeliness</p> <ul style="list-style-type: none"> o Project Deadlines: We commit to meeting all project deadlines as agreed upon with clients. Detailed project plans and timelines are provided and adhered to. o Service Delivery Time: Standard service delivery times are established for different types of services, ensuring predictability and reliability. <p>Service Guarantees</p> <ul style="list-style-type: none"> o Satisfaction Guarantee: If clients are not satisfied with our candidates within the first two weeks, we offer a free replacement guarantee. This ensures that clients can confidently try our services with minimal risk. o Service Credits: For any failure to meet SLA commitments, we offer service credits as compensation, demonstrating our commitment to accountability and client satisfaction. <p>2. Performance Guarantees</p> <ul style="list-style-type: none"> o Uptime Guarantee: For services that depend on system availability, such as cloud-based solutions, we guarantee a 99.9% uptime, ensuring minimal disruption and high availability. o Issue Resolution Guarantee: We guarantee that all critical issues will be addressed and resolved within the specified SLA timeframes. <p>3. Data Security and Confidentiality</p> <ul style="list-style-type: none"> o Data Protection: We guarantee the highest level of data protection, complying with data security regulations such as GDPR and CCPA. Measures include encryption, access controls, and regular security audits. o Non-Disclosure: We sign NDAs to ensure that all client data and information are kept confidential and secure. <p>Metrics and Key Performance Indicators (KPIs)</p> <p>1. Customer Satisfaction</p> <ul style="list-style-type: none"> o Net Promoter Score (NPS): We regularly measure our NPS to gauge client satisfaction and loyalty. A high NPS indicates a strong likelihood of clients recommending our services. o Customer Satisfaction Score (CSAT): After each service interaction, we collect CSAT ratings to assess client satisfaction with our support and services. <p>2. Service Efficiency</p> <ul style="list-style-type: none"> o First Contact Resolution (FCR): We track the percentage of issues resolved on the first contact to ensure efficiency and effectiveness in our support processes. o Average Resolution Time: Monitoring the average time taken to resolve issues helps us ensure that we are meeting our resolution time commitments. <p>3. Operational Performance</p> <ul style="list-style-type: none"> o Service Uptime: For cloud-based and IT services, we track system uptime to ensure compliance with our 99.9% uptime guarantee. o Incident Response Time: We measure the time taken to respond to incidents and support requests, ensuring prompt attention to client needs. <p>4. Compliance and Quality</p> <ul style="list-style-type: none"> o Compliance Rate: We monitor compliance with industry standards and regulatory requirements to ensure that our services consistently meet legal and quality benchmarks. o Quality Audits: Regular internal and external audits are conducted to verify adherence to quality standards and identify areas for improvement. <p>Policies Supporting Service Standards</p> <p>1. Service Level Agreements (SLAs)</p> <ul style="list-style-type: none"> o Defined Expectations: Our SLAs clearly define the expectations and commitments for service delivery, including response and resolution times, uptime guarantees, and performance metrics. o Regular Reviews: SLAs are regularly reviewed and updated in collaboration with clients to ensure they continue to meet evolving needs and expectations. <p>2. Continuous Improvement</p> <ul style="list-style-type: none"> o Feedback Mechanisms: We have robust feedback mechanisms in place, including client surveys, reviews, and suggestion programs, to continuously gather insights for improvement. o Process Optimization: Regular analysis of performance data and feedback is used to optimize processes and implement improvements in service delivery. <p>3. Training and Development</p> <ul style="list-style-type: none"> o Employee Training: Ongoing training and professional development programs ensure that our staff are equipped with the latest skills and knowledge to deliver high-quality services. o Knowledge Management: A comprehensive knowledge management system supports staff with access to up-to-date information and best practices. 	*
48	Describe your recruitment and vetting process.	Please refer to the document titled "Infinite- Recruitment & Vetting Process" in the document upload section	

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	Describe your payment terms and accepted payment methods.	Electronic Payments Network-ACH Invoicing terms: 30 days from onboarding 30 days payment from raising of invoice	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Deferred Payment Lease: This option allows entities to acquire equipment or services immediately but defer payments until a later date. Customized Payment Plans: Tailored payment plans designed to meet the specific budgetary constraints and cash flow requirements of educational and governmental entities.	*
51	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	In case of a client & supplier relationship, we generally adhere to the standard transaction documents that belong to the Client such as MSA's, NDA's, Order forms, SOW etc. In case we are a part of the program & the Client requests for our standard or customized templates, we will do the needful accordingly.	*
52	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?	Yes, we will accept P- Cards.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please refer to the attached document "Infinite Computing Systems Price" List for detailed pricing data in the document upload section	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Please refer to the attached document "Infinite Computing Systems Price" List for detailed pricing data in the document upload section	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Please refer to the attached document "Infinite Computing Systems Price" List for detailed pricing data in the document upload section	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Infinite does support facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options at Cost plus 10% margin	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	NA	*
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	NA	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	NA	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NA	*

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
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62	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.</p>	<p>To ensure compliance with the proposed Contract with Sourcewell, we plan to implement a robust self-audit process or program. This process will encompass various measures aimed at verifying pricing accuracy, reporting all sales under the Contract quarterly, and remitting the appropriate administrative fee to Sourcewell. Here's a detailed description of our self-audit process:</p> <p>1. Pricing Verification</p> <p>Process:</p> <ul style="list-style-type: none"> Regularly review and update pricing structures to ensure alignment with the agreed-upon terms outlined in the Contract with Sourcewell. Conduct internal audits to verify that the pricing offered to participating entities through Sourcewell accurately reflects the contracted rates. Implement controls and checks within our sales and billing systems to ensure that pricing discrepancies are promptly identified and rectified. <p>Documentation:</p> <ul style="list-style-type: none"> Maintain detailed records of pricing agreements, including contract terms, discounts, and special pricing arrangements for participating entities. Document any pricing adjustments or exceptions granted, along with the rationale for such changes. <p>2. Quarterly Sales Reporting</p> <p>Process:</p> <ul style="list-style-type: none"> Establish a standardized process for capturing and documenting all sales transactions made under the Contract with Sourcewell. Implement sales tracking systems to record sales data accurately, including the volume of products or services sold, pricing details, and customer information. Conduct quarterly reviews to compile and verify sales data for reporting purposes, ensuring completeness and accuracy. <p>Documentation:</p> <ul style="list-style-type: none"> Maintain comprehensive sales records and reports for each quarter, detailing the sales volume, revenue generated, and applicable pricing for each participating entity. Document any exceptions or discrepancies identified during the sales reporting process, along with corrective actions taken to address them. <p>3. Administrative Fee Remittance</p> <p>Process:</p> <ul style="list-style-type: none"> Calculate the appropriate administrative fee owed to Sourcewell based on the terms outlined in the Contract. Implement automated billing and invoicing systems to generate invoices for the administrative fee at the end of each quarter. Conduct regular reconciliations to ensure that administrative fees are accurately calculated and remitted to Sourcewell within the specified timeframe. <p>Documentation:</p> <ul style="list-style-type: none"> Maintain records of all administrative fee calculations, invoices, and payment receipts. Document the remittance process, including dates of invoicing, payment, and confirmation of receipt by Sourcewell. <p>Reporting Quarterly Sales to Sourcewell</p> <p>Process:</p> <ul style="list-style-type: none"> Compile the quarterly sales data and related documentation in accordance with the reporting requirements specified in the Contract template provided by Sourcewell. Prepare and submit comprehensive sales reports to Sourcewell within the designated timeframe, ensuring compliance with all reporting guidelines and formats specified. <p>Documentation:</p> <ul style="list-style-type: none"> Maintain copies of all quarterly sales reports submitted to Sourcewell, along with any supporting documentation or evidence of compliance. Document any communication or correspondence with Sourcewell regarding sales reporting, including acknowledgments of receipt and any follow-up actions required.
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63	<p>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>	<p>Here are a few examples of internal metrics we would track:</p> <ol style="list-style-type: none"> 1. Sales Performance: <ul style="list-style-type: none"> o Total Sales Volume: Measure the total revenue generated from sales made under the contract over a specific period, such as quarterly or annually. o Sales Growth Rate: Track the percentage increase or decrease in sales volume compared to previous periods to gauge the effectiveness of our sales efforts. o Customer Acquisition Rate: Monitor the rate at which we acquire new customers or entities participating in the contract, indicating our ability to expand our market reach. 2. Customer Satisfaction and Retention: <ul style="list-style-type: none"> o Customer Satisfaction Score (CSAT): Survey participating entities to assess their satisfaction levels with our products, services, and overall experience under the contract. o Customer Retention Rate: Measure the percentage of participating entities that renew or extend their contracts with us after the initial term, indicating the strength of our relationships and the value we provide. 3. Compliance and Performance Metrics: <ul style="list-style-type: none"> o Contract Compliance Rate: Track our adherence to the terms, conditions, and pricing agreements outlined in the contract with Sourcewell to ensure compliance with contractual obligations. o Service Level Agreement (SLA) Performance: Monitor our performance against agreed-upon service level commitments, such as response times, resolution times, and uptime guarantees, to assess service quality and reliability. 4. Financial Performance: <ul style="list-style-type: none"> o Profit Margin: Analyze the profit margin on sales made under the contract to evaluate the financial viability and profitability of our operations. o Cost-to-Serve: Calculate the cost incurred to deliver products or services under the contract relative to the revenue generated, identifying opportunities for cost optimization and efficiency improvements. 5. Operational Efficiency: <ul style="list-style-type: none"> o Order Fulfillment Cycle Time: Measure the time it takes to process and fulfill orders from participating entities, aiming for shorter cycle times to improve responsiveness and customer satisfaction. o Inventory Turnover Rate: Assess the efficiency of our inventory management by tracking how quickly we sell and replace inventory related to the contract, optimizing inventory levels to meet demand while minimizing carrying costs. 6. Quality and Performance Metrics: <ul style="list-style-type: none"> o Product or Service Defect Rate: Monitor the incidence of defects or errors in products or services delivered under the contract, striving to reduce defects and ensure high-quality deliverables. o Customer Complaint Resolution Time: Track the time taken to address and resolve customer complaints or issues related to products, services, or contract fulfillment, aiming for prompt and effective resolution. 	*
64	<p>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>	<p>2%- 5% based on the volume of the contract</p>	*

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

Line Item	Question	Response *
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Staff Augmentation/ Contingent Workforce Solutions</p> <ul style="list-style-type: none"> • Temporary Staffing: We provide temporary staffing solutions to address short-term staffing needs, such as seasonal fluctuations, special projects, or employee absences. • Flexibility: Our temporary staffing solutions offer flexibility, allowing clients to scale their workforce up or down as needed without the long-term commitment of permanent hires. • Permanent Placements/ Direct Hire: We offer direct hire services for clients seeking to fill permanent positions within their organization. Our rigorous screening and vetting process ensures that candidates presented for direct hire placements meet the client's specific criteria and expectations. • Contingent Workforce <p>RPO Services: Whether it's full-service RPO for end-to-end recruitment support, project-based RPO for short-term initiatives, or recruitment consulting for strategic guidance, organizations can leverage our RPO services to enhance their recruitment capabilities, attract top talent, and drive business success.</p> <p>Executive Search: Executive Search Services offer organizations a strategic approach to recruiting top-level executives and senior leaders, ensuring that they have the talent and expertise needed to drive business success and achieve their strategic objectives. By partnering with us, organizations can access specialized expertise, extensive networks, and proven recruitment methodologies to identify, attract, and select the best candidates for key leadership roles.</p> <p>Market Mapping:</p> <ul style="list-style-type: none"> • Market Insights: Infinite provides organizations with valuable insights into market dynamics, competitor landscape, and strategic opportunities, helping them make informed decisions and stay ahead of the competition. • Talent Intelligence: Market mapping services help organizations identify and assess top talent within their industry or market segment, enabling them to attract, retain, and develop key individuals to support business growth and innovation. • Strategic Planning: Market mapping supports strategic planning processes by providing data-driven insights, market intelligence, and competitive analysis to inform decision-making and resource allocation. • Competitive Advantage: Market mapping enables organizations to identify and capitalize on market gaps, emerging trends, and untapped opportunities, giving them a competitive advantage in the marketplace. <p>SOW based engagements: SOW (Statement of Work) Based Engagements refer to contractual agreements between Infinite and a client that outline the scope, deliverables, timelines, and other key terms of a specific project or engagement. These engagements are typically used for project-based work where the scope and objectives are clearly defined, allowing both parties to agree on the specific outcomes to be delivered and the associated terms and conditions.</p> <p>Managed Solutions:</p> <ul style="list-style-type: none"> • End-to-End Services: Managed Solutions encompass a wide range of services, including IT infrastructure management, application development and maintenance, business process outsourcing (BPO), and managed security services. • Customized Solutions: Managed service providers (MSPs) tailor their offerings to meet the specific requirements and objectives of each client, providing a customized solution that aligns with their business goals and operational needs. <p>T & M based projects:</p> <p>Time and Materials (T&M) based projects offer a flexible and adaptable approach to project delivery, allowing clients to pay for services based on actual time spent and materials used.</p> <ul style="list-style-type: none"> • Application Development Services • 24/7 Application Support Services • Microsoft ERP & CRM Implementation • Microsoft Azure Cloud • Business Intelligence & Data visualization services using Power BI • Microsoft 0365 Licenses & Implementation
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategory of Solutions has been answered in detail in Q.65, please refer to the response in Q. 65

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

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

Line Item	Category or Type	Offered *	Comments	
67	Professional services, such as accounting and finance, executive search, procurement, clerical, administrative, and legal and compliance	<input checked="" type="radio"/> Yes <input type="radio"/> No	Infinite Computing Systems has extensive experience in supporting roles in the professional services space, please refer to "Infinite Computing Systems Price List" for more information	*
68	Public sector and education health, such as nursing, occupational therapy, speech language pathology, social work, pharmaceuticals, dental, and support roles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Infinite Computing Systems has extensive experience in supporting roles in the professional services space, please refer to "Infinite Computing Systems Price List" for more information	*
69	Instructional and non-instructional education, such as teaching, interpreting, paraprofessionals, special and alternative education, custodial, food & nutrition, and education administration	<input checked="" type="radio"/> Yes <input type="radio"/> No	Infinite Computing Systems has extensive experience in supporting roles in the professional services space, please refer to "Infinite Computing Systems Price List" for more information	*
70	Skilled trade and general labor, such as construction, electricians, HVAC technicians, machinists, technicians, welders, mechanics, groundskeepers, painters, custodians, security guards and traffic management	<input type="radio"/> Yes <input checked="" type="radio"/> No	Infinite Computing Systems do not hold expertise in Skilled trade and general labor requirements	*
71	Managed service program and vendor managed solutions, such as procurement, coordination, technology, and management of staffing services provided by various vendors	<input checked="" type="radio"/> Yes <input type="radio"/> No	Infinite Computing Systems has extensive experience in working with MSP/VMS programs & can also work as an MSP providing services such as procurement, coordination, technology, and management	*
72	Recruitment process outsourcing, such as sourcing, screening, and hiring candidates	<input checked="" type="radio"/> Yes <input type="radio"/> No	Infinite provides various types of RPO services which vary in scope, scale, and specialization, allowing organizations to choose the solutions that best align with their unique needs, priorities, and objectives. Whether it's full-service RPO for end-to-end recruitment support, project-based RPO for short-term initiatives, or recruitment consulting for strategic guidance, organizations can leverage our RPO services to enhance their recruitment capabilities, attract top talent, and drive business success. <ul style="list-style-type: none"> • Full-Service RPO • Partial RPO • Project-Based RPO • On-Demand RPO 	
73	Employer of Record (EOR) services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Infinite assumes responsibility for all employment-related tasks, including payroll processing, benefits administration, tax withholding, and compliance with labor laws and regulations. While Infinite becomes the official employer, the client organization maintains operational control over the employees, directing their work activities, setting their schedules, and managing their performance.	
74	Other related services or solutions that support the staffing process	<input checked="" type="radio"/> Yes <input type="radio"/> No		

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Infinite Computing Systems Price List.xlsx - Wednesday June 12, 2024 08:50:00
 - [Financial Strength and Stability](#) - Infinite Computing Systems Financial Statements.zip - Wednesday June 12, 2024 08:44:13
 - [Marketing Plan/Samples](#) - Infinite Computing Systems_Marketing Plan.docx - Wednesday June 12, 2024 10:20:49
 - [WMBE/MBE/SBE or Related Certificates](#) - Infinite Computing Systems- Certificates.zip - Wednesday June 12, 2024 08:45:49
 - [Warranty Information](#) - Infinite Computing Systems_Warranty Information.docx - Wednesday June 12, 2024 10:35:10
 - [Requested Exceptions](#) - Infinite Computing Systems Exceptions Acknowledgement.pdf - Wednesday June 12, 2024 10:55:52
 - [Standard Transaction Document Samples](#) - Infinite Computing Systems_Standard Transaction Templates.zip - Wednesday June 12, 2024 10:54:42
 - [Upload Additional Document](#) - Infinite Computing Systems- Recruitment & Vetting Process.pptx - Wednesday June 12, 2024 10:58:04

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_Staffing_Related_Services_Solutions_RFP_061324 Thu June 6 2024 02:31 PM	<input checked="" type="checkbox"/>	11
Addendum_11_Staffing_Related_Services_Solutions_RFP_061324 Tue June 4 2024 07:49 PM	<input checked="" type="checkbox"/>	2
Addendum_10_Staffing_Related_Services_Solutions_RFP_061324 Thu May 30 2024 02:00 PM	<input checked="" type="checkbox"/>	1
Addendum_9_Staffing_Related_Services_Solutions_RFP_061324 Wed May 29 2024 04:12 PM	<input checked="" type="checkbox"/>	1
Addendum_8_Staffing_Related_Services_Solutions_RFP_061324 Fri May 24 2024 02:56 PM	<input checked="" type="checkbox"/>	4
Addendum_7_Staffing_Related_Services_Solutions_RFP_061324 Mon May 20 2024 06:26 PM	<input checked="" type="checkbox"/>	10
Addendum_6_Staffing_Related_Services_Solutions_RFP_061324 Fri May 10 2024 03:25 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Staffing_Related_Services_Solutions_RFP_061324 Wed May 8 2024 04:17 PM	<input checked="" type="checkbox"/>	5
Addendum_4_Staffing_Related_Services_Solutions_RFP_061324 Tue May 7 2024 02:33 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Staffing_Related_Services_Solutions_RFP_061324 Thu May 2 2024 04:45 PM	<input checked="" type="checkbox"/>	4
Addendum_2_Staffing_Related_Services_Solutions_RFP_061324 Tue April 30 2024 04:26 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Staffing_Related_Services_Solutions_RFP_061324 Mon April 29 2024 03:31 PM	<input checked="" type="checkbox"/>	3

AMENDMENT # 1
TO
CONTRACT # 061324-ICS

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Infinite Computing Systems, Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Staffing with Related Services and Solutions to Sourcewell and its Participating Entities, effective November 28, 2024, through October 24, 2028 (Contract).

The parties wish to amend the Proposal to ensure compliance with Sourcewell’s Procurement Policy and standard government procurement practices.

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

Line item 64 of “Table 13: Audit and Administrative Fee” of the Proposal is deleted in its entirety and replaced with the following: “A fixed fee of 2% based on the volume of sales under this Contract.”

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

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Operating Officer

Date: 3/5/2025 | 2:18 PM CST

Infinite Computing Systems, Inc.

DocuSigned by:
By: Raj Inani
2FE98FC5C8494F4...
Raj Inani, President

Date: 3/5/2025 | 10:30 AM PST