



Purchasing Department
4400 University Drive, MS 3C1, Fairfax, VA 22030
Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>

ADDITIONAL USER CONTRACT
GMU-CM0615-26

In accordance with §6 of the *Governing Rules* it is the intent of George Mason University to access the contract listed below incorporating the Scope of Work as mutually agreed by both parties.

DATE: June 29, 2026

CONTRACT TITLE: Staffing Solutions and professional services

CONTRACT ORIGIN: Sourcewell

RFP/IFB/CONTRACT NO: 061324-IGT

CONTRACTOR: **Insight Global, LLC**
1224 Hammond Drive, Suite 1500
Atlanta, GA 30346

CONTRACT PERIOD: Date of Signature to October 24, 2028 with three (3) successive one-year renewal options. This Contract maybe renewed at GMU's discretion if Sourcewell elects to renew 061324-IGT.

SCOPE OF WORK: Contractor shall provide Staffing Solutions and professional services for the Facilities group and other departments of George Mason University in accordance with this Additional User Contract and Sourcewell contract 061324-IGT. Staffing Solutions and professional services will be provided on an "as needed" basis. George Mason University (herein after referred to as "George Mason," or "University") is a public institution of higher education and agency of the Commonwealth of Virginia.

During the term of this Contract, Contractor may issue Statements of Work ("SOW") to modify the scope of the engagement or otherwise change the work to be performed under this Contract. All SOW's must be on a form approved by George Mason prior to the start of this Contract. Any SOW that does not conform to the pre-approved SOW form shall be void even if approved by George Mason. Additionally, the SOW shall be limited to modifications to the scope of the engagement or other changes to the work to be performed under this Contract; any other terms contained in a SOW shall be void and have no effect even if approved by George Mason. Other than changes to the scope of the engagement or the work to be performed under this Contract, Contractor may not change, modify, add, supersede, or remove any term from this Contract through a SOW.

George Mason may, upon written notice, terminate any individual Statement of Work ("SOW") issued under this Contract for convenience, without terminating the Contract as a whole. Termination of a SOW shall be effective immediately after receipt of written notice. Upon termination of a SOW, George Mason shall be liable only for payment of services actually performed and accepted up to the effective date of termination, reimbursable expenses incurred prior to the effective date of termination (if applicable and in accordance with the SOW), and any non-cancellable commitments expressly authorized in the SOW. Termination of an SOW shall not affect the validity or enforceability of the Contract or any other SOWs then in effect.

CONTRACT ADMINISTRATOR: Chris Brown, Assistant Director, Maintenance Operations cbrown@gmu.edu

PRICING & PAYMENT SCHEDULE:

The pricing specified in this section represents the complete list of charges from the Contractor. George Mason shall not be liable for any additional charges.

On Demand Trade Services Pricing Schedule			
Facilities		Monday through Friday 6:00am to 2:30 pm.	
Category	Trade	Hourly Rates-Mon. to Friday	Hourly Rates-OT and Holiday
HVAC Mechanic (Journeyman)	HV Tech	\$ 85.68	\$ 128.52
HVAC Helper	Helper	\$ 72.24	\$ 108.36
Category	Trade	Hourly Rates-Mon. to Friday	Hourly Rates-OT and Holiday
Electrician (Journeyman)	Electrician	\$ 82.32	\$ 123.48
Electrician Helper	Helper	\$ 68.88	\$ 103.32
Category	Trade	Hourly Rates-Mon. to Friday	Hourly Rates-OT and Holiday
Plumber (Journeyman)	Plumber	\$ 85.68	\$ 128.52
Plumber Helper	Helper	\$ 72.24	\$ 108.36
Category	Trade	Hourly Rates-Mon. to Friday	Hourly Rates-OT and Holiday
Carpenter (Journeyman)	Carpenter	\$ 75.60	\$ 113.40
Carpenter Helper	Helper	\$ 62.16	\$ 93.24
Category	Trade	Hourly Rates-Mon. to Friday	Hourly Rates-OT and Holiday
Fire Alarm Mechanic (Journeyman)	Fire Alarm	\$ 84.00	\$ 126.00
Fire Alarm Helper	Helper	\$ 70.56	\$ 105.84

Travel and parking costs will not be reimbursed by George Mason under this Contract.

Net 30 Payment Terms. Contractor should submit invoices directly to acctpay@gmu.edu on a monthly basis to avoid delays in payment. Invoices must reference a George Mason Purchase Order number. All payments will be made Net 30 after receipt of goods, services rendered or when received at acctpay@gmu.edu, whichever is later.

CONTRACT DOCUMENTS IN ORDER OF PRECEDENCE:

- A. This signed Additional User Contract GMU-CM0615-26;
- B. Insight Global Rate Cards (attached)
- C. Sourcewell Contract, 4061324-IGT (attached).

ADDITIONAL TERMS AND CONDITIONS:

- A. **BACKGROUND CHECKS:** Prior to any of Contractor's employees, agents, or subcontractors (collectively "Personnel") performing services on any George Mason campus, Contractor shall, at its sole expense, obtain comprehensive background checks on all Personnel. Such background checks shall include, at minimum: a review

of the Personnel's records to include social security number search, local and federal criminal records (any misdemeanor convictions and/or felony convictions), the Sex Offender Registry, and the SanctionsBase+ Search or equivalent. In addition, for sensitive financial work or when operating a motor vehicle in the performance of duties for George Mason, the background investigation shall include a credit report or motor vehicle check, respectively. Contractor warrants that all such Personnel have successfully passed these background checks and are qualified to perform the contracted services. Contractor shall maintain records of all background checks and make them available to George Mason upon request. George Mason reserves the right to deny access to its premises to any Personnel based on the results of these background checks or for any other reason at George Mason's sole discretion. Contractor shall immediately remove any Personnel from George Mason's premises upon George Mason's request. Signature on this Contract confirms your compliance with this requirement.

- B. CAMPUS ACCESS AND IDENTIFICATION: Assigned personnel shall comply with all University security, escort, badging, visitor-management, and access-control requirements. Contractor shall ensure that each assigned worker displays University-issued and/or approved identification while on campus, enters only authorized areas necessary for the assignment, and returns all badges, keys, access cards, parking permits, devices, and University property immediately upon demand, reassignment, or completion of the assignment. The University may suspend or revoke access at any time.
- C. CONTRACTOR DAMAGE: Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon the premises shall obey the rules and regulations that are established by Mason and shall comply with the reasonable directions of the institution's officers. Contractor shall be responsible for the acts of its employees and agents acting within the scope of their employment while on the Premises. Accordingly, Contractor agrees to take necessary measures to prevent injury and loss to persons or property located on the Premises. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of its agents or employees. Contractor shall promptly repair, to its pre-existing condition (or otherwise, to the satisfaction of Mason), any damage that it, or its employees or agents, may cause to the Premises or equipment; on Contractor's failure to do so, Mason may repair such damage and have the option to deduct the cost thereof from amounts otherwise payable to Contractor, or Contractor shall reimburse Mason within ten (10) days of request by Mason for the cost of repair. Contractor shall perform the Services without unreasonably interfering in any way with the activities of Mason faculty, students, staff, or visitors.
- D. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The Contractor must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.
 4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- E. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.

- F. END OF ASSIGNMENT; OFFBOARDING: Upon termination, expiration, replacement, or University request, Contractor shall immediately remove the worker from the assignment and ensure return of all University badges, keys, cards, equipment, documents, and property, and cessation of all access to University facilities and systems. Contractor shall certify return or secure destruction of University Data in Contractor's or the worker's possession.
- G. EMPLOYMENT STATUS; EMPLOYER OF RECORD: Contractor is and shall remain the employer of record for all temporary personnel assigned under this Agreement. No temporary worker supplied by Contractor shall be deemed an employee of the University for payroll, tax, unemployment, workers' compensation, benefits, leave, retirement, or any other purpose. Contractor shall be solely responsible for all wages, payroll taxes, tax withholding, unemployment contributions, workers' compensation coverage, employment eligibility verification, and all other employer obligations relating to assigned personnel.
- H. INDEMNIFICATION: Supplier must indemnify, defend, save, and hold George Mason University including their agents and employees, harmless from any claims or causes of action, including attorneys' fee incurred by George Mason University, to the extent arising out of any negligent 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 Services has been used according to its specifications. Contractor understands and acknowledges that George Mason has not agreed to provide any indemnification or save harmless agreements running to Contractor.
- I. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to George Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and George Mason University shall be named as an additional insured. By requiring such minimum insurance, George Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
1. Commercial General Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
 2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
 3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than one million dollars (\$1,000,000) per occurrence; and
 4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.
- J. INDEPENDENT CONTRACTOR: The Contractor is not an employee of George Mason, but is engaged as an independent contractor. Nothing in this Contract is intended to, nor shall it create or be deemed to create any partnership, joint venture, franchise, agency or other legal association between the parties. The parties are independent contractors, and any references to a relationship other than that of independent contractors shall be of no force or effect. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, George Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind George Mason or to otherwise act on behalf of George Mason, except as George Mason may expressly authorize in writing.
- K. NO ASSIGNMENT OR SUBCONTRACTING WITHOUT APPROVAL: Contractor shall not assign this Agreement, delegate performance, or utilize subcontractors or lower-tier staffing providers to furnish temporary

personnel without the University's prior written consent. Any approved subcontractor shall be bound to the same screening, insurance, confidentiality, conduct, and access-control obligations imposed on Contractor.

- L. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit George Mason from acquiring the same or similar goods and/or services from other entities or sources.
- M. NON-SOLICITATION / NON-COMPETE: George Mason University, as a state agency of the Commonwealth of Virginia, shall not be subject to or bound by any non-solicitation or non-compete provisions. While George Mason University will agree not to actively recruit temporary personnel, all University positions are publicly posted, and contractor employees may freely apply for, be considered for, and accept employment with the University without restriction. Any provision to the contrary shall be deemed null, void, and unenforceable.
- N. PARKING: The Contractor and its employees shall adhere to the regulations of the university's Parking Services Office. Valid contractor permits must be displayed by all contractor owned and/or employee-owned vehicles while parking on campus. Purchase of parking permits, payment of parking fines, or towing fees are the responsibility of the Contractor / vehicle owner. Contact Parking Services at 703-993-2710 or visit <https://transportation.gmu.edu/parking/> for permit information.
- O. POLICY COMPLIANCE; WORKPLACE CONDUCT; TRAINING: Contractor shall ensure that all assigned personnel comply with University policies and campus rules applicable to non-employees, including safety, security, civility, anti-harassment, non-discrimination, drug-free workplace, acceptable use, confidentiality, and any department-specific onboarding rules.
- P. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any George Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by George Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>."
- Q. RESPONSIBILITY FOR PROPERTY AND ASSETS: Mason shall bear no responsibility for the loss, theft, mysterious disappearance of, or damage to, regardless of the cause, merchandise, equipment, inventory, tools, materials, supplies, and all other personal property of Contractor or its employees, subcontractors, or materialmen. Contractor shall take reasonable precautions to protect its property and assets left on the Premises.
- R. RIGHT TO REJECT, REMOVE, and REPLACE PERSONNEL: The University may reject any proposed temporary worker before assignment and may require Contractor to remove from University premises, systems, or work immediately any temporary worker whom the University determines, in its reasonable judgment, is unqualified, poses a safety or security risk, violates University policy, engages in misconduct, fails to maintain required credentials, or is otherwise unsuitable for the assignment. Contractor shall promptly provide a qualified replacement at no additional charge to the University unless the University elects to end the assignment.
- S. TOOLS, EQUIPMENT, MATERIALS and SUPPLIES: Contractor shall ensure that all temporary personnel assigned under this Contract provide, at their own expense, all ordinary hand tools customarily required to perform the job functions, duties, and tasking assigned under this Contract. The University shall furnish, as determined necessary by the University, any power tools, specialized equipment, materials, or consumable supplies required for performance of the Services. Contractor shall be responsible for ensuring that its temporary personnel use all tools and equipment in a safe and proper manner and in compliance with all applicable laws, regulations, manufacturer instructions, and University safety policies. Nothing in this provision shall be construed to obligate the University to supply personal hand tools or to assume responsibility for loss of or damage to Contractor-owned hand tools.
- T. LIMITATION OF LIABILITY: In no event will either party to this Contract be liable for incidental, consequential, punitive, indirect or special damages, including, without limitation, interruption or loss of business, profit or goodwill. In no event shall Contractor's liability to Mason exceed the limits of its Commercial General

Liability Insurance, of which George Mason University shall be named as an additional insured. whether arising from an alleged breach of this Contract, an alleged tort or any other cause of action. Notwithstanding the foregoing, this clause should apply only to the extent permitted by the Constitution and laws of the State of Virginia.

IN WITNESS WHEREOF, this Contract has been executed by an authorized representative of each party as of the date set forth beneath such party’s designated representative’s signature.

Insight Global, LLC

Signed by:


Signature ID: 82CD4C7...

Name:

Hope Wilmeth

Title:

Account Manager

Date:

6/29/2026

George Mason University

DocuSigned by:


Signature ID: A373640A...

Name:

Clifford Shore

Title:

Chief Procurement Officer

Date:

6/29/2026



Solicitation Number: 061324

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and IG True Grit Holdings, LP, 1224 Hammond Drive, Suite 1500, Atlanta, GA 30346 (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. 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. 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. In the event a Participating Entity is not a tax-exempt entity, Supplier will remit such applicable sales tax as a separate line item on the related invoice.

B. **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. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

Sourcwell'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 Sourcwell 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 Sourcwell 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 Sourcwell 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, to the extent arising out of any negligent 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 Sourcewell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds. It is intended that these clauses shall apply to Supplier only to the extent necessary to reflect the position of Supplier as a Supplier providing commercial labor support services to Participating Entity, to ensure Supplier’s obligations to Participating Entity and the United States Government as agreed herein, and to enable Participating Entity to meet its obligations under its Prime Contract, the Contract, and any applicable order(s). In additions, Supplier’s labor support services under this Contract and subsequent order(s) with Participating Entity(ies), qualify as commercial services, as defined in

FAR 2.101, and Supplier is therefore exempt from requirements related to Certified Cost and Pricing Data and Cost Accounting Standards.

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

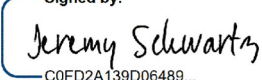
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

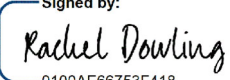
061324-IGT

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

IG True Grit Holdings, LP

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/6/2024 | 3:48 PM CST

Signed by:

By: 0100AE66753F418...
Rachel Dowling
Title: Managing Director
Date: 11/6/2024 | 2:59 PM CST

RFP 061324 - Staffing with Related Services and Solutions

Vendor Details

Company Name: IG True Grit Holdings, LP

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

Address: 1224 Hammond Dr
Dunwoody, GA 30346

Contact: Rachel Dowling

Email: Rachel.Dowling@InsightGlobal.com

Phone: 757-894-2687

Fax: 757-894-2687

HST#:

Submission Details

Created On: Wednesday May 01, 2024 10:57:19

Submitted On: Thursday June 13, 2024 13:20:11

Submitted By: Rachel Dowling

Email: Rachel.Dowling@InsightGlobal.com

Transaction #: a46f15fb-e6cf-4356-b20e-8d6f353da5fa

Submitter's IP Address: 130.41.41.34

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").	Insight Global, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Insight Global Canada, Inc. is a subsidiary of Insight Global, LLC that provides services in Canada.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	4RWP7	*
5	Proposer Physical Address:	1224 Hammond Drive, Suite 1500, Atlanta, GA 30346	*
6	Proposer website address (or addresses):	www.insightglobal.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):	Rachel Dowling – Managing Director, 1224 Hammond Dr Suite 1500, Atlanta, GA 30346 Rachel.Dowling@InsightGlobal.com 757-894-2687	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mackenzie Burros, Senior Strategic Account Executive, 100 E Pratt St., Suite 2530, Baltimore, MD 21202. Mackenzie.Burros@insightglobal.com, 443-613-3336	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jamie Levin, Strategic Account Executive, 250 Park Ave Suite 1100, New York, NY 10177, Jamie.Levin@insightglobal.com, 973-879-8235 Millie Bowman, Strategic Account Executive, 5555 Gate Pkwy Suite 220, Jacksonville, FL 3225, Millie.Bowman@insightglobal.com, 256-441-3118 Lauren Charlesworth, Senior Strategic Account Executive, 201 North Tryon St., Suite 2150, Charlotte, NC 28202, Lauren.Charlesworth@insightglobal.com, 919-637-7721 Valerie Gage, Strategic Account Executive, 800 Bellevue Way NE # 400, Bellevue, WA 98004, Valerie.Gage@insightglobal.com, 206-375-6233 Alexis Anderson, Strategic Account Executive, 401 W A St Suite 2075, San Diego, CA 92101, Alexis.Anderson@insightglobal.com, 925-719-9545 Palmer Spinelli, Strategic Account Executive, 16220 N Scottsdale Rd, Scottsdale, AZ 85254, Palmer.Spinelli@insightglobal.com, 480-299-4416 Natasha Fleury, Strategic Account Executive, 609 Granville St Suite 540, Vancouver, BC V7Y 1H4, Canada, Natasha.Fleury@insightglobal.com, 407-388-4319 Laura Downey, Strategic Account Executive, 99 Bank St, Ottawa, ON K1P 5N4, Canada, Laura.Downey@insightglobal.com, 905-716-5212 Ana Schneider, Strategic Account Executive, 33 Arch St #1120, Boston, MA 02110, Ana.Schneider@insightglobal.com, 203-313-672356 Stephanie Wisman, Managing Director, 800 Bellevue Way NE, Suite 400, Bellevue, WA 98004, Stephanie.Wisman@insightglobal.com, 425-760-2985 Kristen Szwech, Senior Relationship Manager, 1224 Hammond Drive, Suite 1500, Atlanta, GA 30346, Kristen.Szwech@insightglobal.com, 334-389-7819	*

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.	Insight Global, an international leader in staffing and talent services, is dedicated to giving people hope through the dignity of employment. Within our staffing services arm of business, we provide short-term and long-term contract, contract-to-hire, and direct placement staffing services. We relentlessly pursue opportunities for others as we connect top-tier talent from diverse backgrounds with Fortune 1000 clients across the United States, Canada, and the United Kingdom. Insight Global excels at fostering long-term, collaborative partnerships across all industries, allowing us to deliver customized solutions catering to the unique needs of our clients. Insight Global has been continuously engaged in business for 23 years. Our commitment to our people and our clients allowed us to scale to a remarkable \$4 billion in revenue, capturing a 7% IT staffing market share. This significant achievement underscores our stability and reliability in a dynamic market. The company began in 2001 as an entrepreneurial startup with the idea that staffing could be about genuine relationships and meaningful impact. By 2002, this idea propelled the company past its \$1 million milestone and into generating over \$4 million in legacy staffing services. While Insight Global was making a name for itself as an up-and-coming force to be reckoned with in the staffing industry, we also recognized the need to expand. In 2009, Insight Global Canada, Inc. was founded to provide contingent labor services in Canada with branch offices in Alberta, British Columbia, and Ontario to date. This same year, Evergreen, Insight Global's professional services division, launched to cater to the vast and ever-evolving needs of the company's 6,000+ client base. Across the next decade, this path of growth and expansion in offices and services would steadily continue to meet client needs. In 2010, the company expanded on temporary staffing services with the launch of its Direct Placement Division that now places over 11,000 permanent resources annually through its team of dedicated Account Managers, Recruiters, and a regional leadership team. 2014 saw the opening of Insight Global's division dedicated to sourcing professional skillsets under the name Insight Global Business (IGB). This led to an immediate and positive response from clients as well as Insight Global becoming a \$1 billion company. Two years later, Insight Global officially expanded its reach into the public sector with the launch of our Government Services Division in 2016, enabling the support of federal services. In October 2017, IG Government Services officially expanded to State & Local Government/EDU – offering robust solutions for the everchanging complex issues that our communities face through our ability to recruit, retain, and manage a diverse workforce. With Insight Global's support, State and Local organizations can focus on the critical mission of servicing their communities and Higher Education systems can focus on solving society's most pressing issues through academia, research, and public service; all while relying on us to provide comprehensive solutions and deliver results spanning from technical professional services to solving complex hiring needs. We take pride in developing a quality workforce that is happy, productive, and representative of the communities we live, learn, and work in. Since its inception, our SLED division has grown to support 240+ State and Local government entities, 140+ Colleges and Universities, and 25+ Health Systems. Today, we have 8 dedicated Strategic Account Executives leading our salesforce across the US. That team generated \$395mm in revenue in 2023 – delivering 3.1k placements for States/Cities/Countries/k-12, and over 2k placements for Colleges and Universities last year. Continuing to answer the needs of its clients, Insight Global added direct placement staffing of Allied Health and Nurse resources to its services offerings in 2019. As the impact of COVID-19 set in the following year, the company invested in the necessary insurance, credentialing, and compliance to also provide these skillsets through a contract staffing model. By January 2021, Insight Global Health (IGH) was officially launched to support healthcare-focused clients, starting with the employment of 200+ allied and nursing professionals within the first month. In August 2022, Insight Global continued to expand our Government Services division and officially established a Canadian Public Sector arm. To date, we have grown that footprint to support over 70 organizations including the provincial governments of Ontario, British Columbia, Alberta, and Nova Scotia, 28 post-secondary institutions, 30+ hospitals and healthcare organizations, 5+ Crown Corporations, and 5+ municipalities. We are optimistic that our performance in the

Canadian Public Sector will mirror, if not surpass, the achievements of our US Public Sector division.

Seeing our purpose succeed in Canada gave us confidence to continue growing our business globally. In October 2022, Insight Global opened its first European office in London to provide staffing services directly to the UK. In 2024, we launched our global delivery center in Hyderabad, India. The company can support several other international locations through a network of trusted staffing partners, and we plan to continue opening more offices globally in South America, Ireland, and Eastern Europe.

As one of the fastest-growing staffing firms in the industry, Insight Global placed nearly 50,000 people across 16 different industries in 2023, with the top industries being technology and healthcare. With over 5,300 employees, 70 offices and four Evergreen delivery centers, our robust infrastructure reflects our capability to meet the complex demands of sophisticated, market-leading clients across various sectors. Our award-winning company culture, best-in-class consultant engagement, and unwavering commitment to our clients has earned us many accolades, including a recent acknowledgement by Staffing Industry Analysts (SIA) for being the second largest IT staffing firm in the United States.

At the core of Insight Global's operations lies a deep-rooted commitment to client trust. Account managers are dedicated to comprehending the unique needs of business leaders at every level, ensuring that services consistently exceed expectations across all stakeholder groups. Leveraging a rigorous five-step process and access to ATLIS, an internal database housing over 11 million pre-screened candidates, our 1,700+ recruiters efficiently identify top talent with niche skillsets to find our clients the perfect fit in as little as two days.

We aren't just a staffing company; we're a company that cares for others. It might sound lofty, but it's the idea that gets us up every day, determined to make it true. Insight Global is a company that people can anchor to in moments of triumph, struggle, and every time in between.

We believe in the power of culture, and we know firsthand that culture is the causation for success. In 2017, we defined a common purpose, established shared values and set a vision for the future: Everyone Matters, We Take Care of Each Other, Leadership is Here to Serve, High Character and Hard Work Above All Else and Always Know Where You Stand. These values direct all decisions within the company. It's this common focus that has produced initiatives that we are most proud of, such as the Insight Global Family Foundation, our OneWorld Health partnership, Be the Light Tour, and ESG initiatives.

Our shared value "we take care of each other" is reflected in the Insight Global Family Foundation, which was established to help our employees during personal financial hardships due to unplanned events. Since 2020, we've granted over \$2M to IG employees, consultants and their families just when they needed it the most.

Our OneWorld Health partnership allows us to build self-sustaining hospital clinics in third-world countries. Since partnering together in 2020, we have set a goal to fund 10 hospital GRIT clinics in Uganda, Nicaragua, Honduras and Kenya. As of the end of 2023, we have seven of these facilities open and operating, and have served over 100,000 patients.

We take our shared values on the road with our Be the Light Mobile Career Center by offering free access to one-on-one career counseling, interview prep, free headshots, and resume help. Our goal is to empower and equip jobseekers to harness the power of their potential and connect them directly to our customers.

We also know we have a responsibility to use our success for good, and that's why we never stop evolving to do better and be better by taking our 2025 ESG goals to heart. We're implementing an Environmental Management System, expanding Wellness Programs and Mental Health Training, and working our way to becoming carbon neutral in our scope 1 and 2 emissions. At Insight Global, our values are more than just corporate branding, we're proud to live them out in everything we do.

11	What are your company's expectations in the event of an award?	Insight Global's expectations in the event of an award would start by implementing a marketing plan for the contract. Selling a cooperative contract vehicle to a public agency requires a strategic approach that combines a thorough understanding of the agency's needs, effective communication, and a value proposition. Training will be provided to our Sales Teams in all 67 offices across the U.S. Each training will consist of key information regarding the contract, our selling strategy to current and future agencies, and the value adds of both Insight Global and Sourcewell. As our Sales Teams identify the agency's needs and pain points, they will market the agreement and Insight Global's services that align with the agency's needs. Insight Global has a division dedicated to creating marketing content to assist the field in sharing our service offerings. We will create any content that would be beneficial to train and educate Public Agencies on the Sourcewell agreement as we see fit. By employing these strategies, our Sales Teams can effectively sell a contract vehicle to a public agency, aligning the agency's needs with the benefits, building trust, and fostering a long-term partnership.	*
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.	Insight Global is a \$4B company that generates a significant amount of cash flow. Short-term working capital needs are funded through operating cash flow. As the 8th largest staffing firm in the US overall (Staffing Industry Analysts), we continue to see growth year over year, even in the most turbulent of economic climates. For example, Insight Global's revenue growth stayed flat in 2023 while our top 3 competitors' growth averaged a decline of 8% on the year. In the previous 2 years (2021 and 2022) Insight Global saw annual revenue growth percentages in the double digits, as we were able to pivot and maintain growth in the wake of economic uncertainty during and after the COVID pandemic. As a privately held company, we consider our audited financials highly confidential, and this information is not published. However, we are happy to provide our financials or other documentation upon request should we execute a mutual NDA or similar that will protect our proprietary financial information after award.	*
13	What is your US market share for the solutions that you are proposing?	Insight Global had over \$740M in revenue from non-IT staffing in 2023, which includes but is not limited to accounting, finance, engineering, and healthcare skillsets. According to forecasts by SIA, Insight Global holds about 1.2% market share of the non-IT staffing market in the US. While our non-IT staffing business is still an area of growth for us, Insight Global has maintained its place as the second largest IT staffing firm in the US for several years, with 7% market share, and is the 8th largest staffing firm in the US overall.	*
14	What is your Canadian market share for the solutions that you are proposing?	Insight Global holds about 1.5% of the overall staffing market share in Canada, as our presence there continues to build off our 5.5% market share in the IT staffing market. However, Insight Global has added 4 new physical Canadian office locations over the past 5 years and expects our non-IT staffing revenue to see significant growth, similar to our revenue growth in the IT staffing market. Using the last 3 years as an indicator, Insight Global saw significant revenue growth in our Canadian offices in 2021 and 2022, with double digit percent growth both years, almost doubling total revenue in 2021 as compared to the previous year.	*
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?	b) Our sales force is made up of internal employees who are dedicated to ensuring our clients' needs are met. Successful account management is the linchpin of Insight Global's strategy to develop a deep understanding of our clients' business. A client's account management team includes a designated Account Manager and Recruiter, supplemented by support from local leadership, and a Strategic Account Executive specializing in providing support to state and local government entities as needed. While the Account Manager is responsible for managing the health of our client relationship, our Recruiters make the support and care of our consultants a priority, decreasing the potential for negative attrition and performance issues. Strategic Account Executives provide additional support, leveraging their expertise and experience providing services to government and educational entities. Our corporate headquarters houses teams that will support onboarding, HR, and payroll functions as another layer of consultant care, in addition to the Recruiter who is the consultants' primary POC. The Account Manager and Recruiter will actively participate in the intake of each requisition, ensuring the quality and speed with which we deliver candidates. Sourcewell participating entities can expect regular status updates, and to be kept abreast of any trends or issues our recruiters are seeing while working on open positions. We will collaborate with hiring managers throughout the interview process to ensure it is as efficient and effective as possible, and coordinate receiving and providing feedback post-interview, streamlining the hiring process. These constant touchpoints and our involvement throughout the hiring process help ensure we keep top talent engaged and make sure the best candidate gets hired. To ensure we are the best partner possible, the Account Manager will hold weekly/monthly check-ins with hiring managers, quarterly business reviews with key client stakeholders, and regular reviews to measure our and our consultants' performance. We believe direct feedback from our clients is the best measure of performance, so aside from these regular touchpoints the Account Manager and the rest of the account team are always available to help address our clients' needs in real time.	*
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.	No licenses/certifications are required for the services provided in this RFP. Insight Global is licensed to do business in all 50 states and Canada. We also hold an ISO 9001:2015 certification.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

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	2024 - Forbes America's Best Midsize Employers 2024 – Best of Staffing Talent Satisfaction – Clearly Rated 2024 – Best of Staffing Talent Satisfaction – Clearly Rated 2024 - Forbes - America's Best Recruiting and Temporary Staffing Firms 2024 - Forbes – Best Executive Recruiting Firms 2024 – Best Sales Team – Comparably 2024 –Best Company Outlook- Comparably 2023 – Best Sales Team – Comparably 2023 – Best HR Team – Comparably 2023 – Best Company Outlook – Comparably 2023 – Best of Staffing Talent Satisfaction – Clearly Rated 2023 – Best Company Career Growth – Comparably

2023 – Best Company Leadership – Comparably
 2023 – Best CEOs for Diversity – Comparably
 2023 – Best CEOs for Women- Comparably
 2023- SIA Staffing 100 North America
 2023- SIA Largest Staffing Firms in the United States
 2023- SIA Global Power 150 Women in Staffing
 2023- SIA Largest IT Staffing Firms in the US
 2023- Best Companies for Women 2023 – Comparably
 2023- Best Company Culture 2023 – Comparably
 2023- Best CEOs - Comparably

2022- #49 in Fortune Best Workplaces for Women™ 2022 (Large)
 2022 - #10 Largest Staffing Firm in the U.S
 2022- #3 Largest Accounting/ Finance Staffing Firm
 2022 - #7 Largest Engineering Staffing Firm
 2022- #2 Largest IT staffing firm in the United States by Staffing Industry Analysts (SIA)
 2022- #20 in Fortune Best Workplaces in Consulting & Professional Services™ 2022 (Large)
 2022- #37 in Best Workplaces for Millennials™ 2022 (Large)
 2022- Best Career Growth - Comparably
 2022- Best Company Happiness - Comparably
 2022- Best CEOs For Women- Comparably
 2022- Best Leadership Teams - Comparably
 2022- Best CEOs for Diversity - Comparably
 2022- SIA- The Diversity, Equity and Inclusion Influencers
 2022 - Best of Staffing Talent Satisfaction - Clearly Rated
 2022 - Best of Staffing Client Satisfaction - Clearly Rated
 2022- Forbes America's Best Professional Recruiting Firms
 2022 - Forbes America's Best Temp Staffing Firms
 2022 - Forbes America's Best Executive Recruiting Firms
 2022 - Forbes America's Best Mid- Size Employers 2022
 2022 - SIA staffing 100 North America
 2022 - Best Operations Team 2022- Comparably
 2022 - Best HR Team - Comparably
 2022 - Best Sales Team - Comparably
 2022 - Best Places to Work in Atlanta - Comparably
 2022 - Best Company Outlook - Comparably

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2021 - Best of Staffing Client Diamond Award - ClearlyRated

2021 - Staffing 100 North America List - SIA

2021 - #22 in Great Places to Work's Best Workplaces in Consulting & Professional Services (Large)

2021 - Best Sales Team 2021 - Comparably

2021 - Best HR Team 2021 - Comparably

2021 - Best Places to Work in Atlanta 2021 - Comparably

2021 - Best Company Outlook 2021 - Comparably

2021 - #3 Largest IT Staffing Firm - SIA

2021 - #4 Largest Accounting/Finance Staffing Firm - SIA

2021 - #10 Largest Engineering Staffing Firm - SIA

2021- #9 Largest Direct Placement Staffing Firm - SIA

2021 - #9 Largest Staffing Firm in the U.S. - SIA

2021 - #17 Largest Global Staffing Firm - SIA

2020 - 5-time recipient for Best of Staffing - Clearly Rated

2020 - 4-time recipient for Best Workplace for Women - Fortune and Great Place to Work

2020 - 3-time recipient for Best CEO - Comparably

2020 - 3-time recipient for Best Company Culture - Comparably

2020 - 3-time recipient for Best Company for Professional Development - Comparably

2020 - 2-time recipient of Best Workplaces for Millennials - Fortune and Great Place to Work

2020 - #60 in Great Place to Work's Best Workplaces for Parents 2020

2020 - #20 in Fortune Best Workplaces for Women 2020 (Large)

2020 - #32 in Fortune Best Workplaces for Millennials 2020 (Large)

2020 - #27 in Great Places to Work's Best Workplaces in Chicago 2020 (Large)

2020 - #19 in Great Places to Work's Best Workplaces in Consulting & Professional Services (Large)

2020 - Top 25 Happiest Company - Comparably

2020 - Best Company for Women - Comparably

2020 - Best Company Compensation - Comparably

2020 - Best Company Happiness - Comparably

2020 - Best Leadership Team - Comparably

2020 - Best CEOs for Women - Comparably

2019 - Best Workplaces for Women- Fortune and Great Place to Work

2019 - Best Workplaces for Millennials - Fortune and Great Place to Work

2019 - Best Workplaces in Consulting and Professional Services - Fortune and Great Place to Work

		2019 - Best Workplaces in Texas - Fortune and Great Place to Work 2019 - Best of Staffing Client Awards - ClearlyRated 2019 - Best Company for Leadership - Comparably 2019 - Best Company for Professional Development - Comparably 2019 - Best CEO for Diversity - Comparably 2019 - Best CEO for Women - Comparably 2019 - Best Company Outlook – Comparably	
20	What percentage of your sales are to the governmental sector in the past three years	2023: 16.25% (\$650M) 2022: 15.89% (\$635.7M) 2021: 16.4% (\$566.7M)	*
21	What percentage of your sales are to the education sector in the past three years	2023: 2.71% (\$108.5M) 2022: 2.3% (\$93.7M) 2021: 1.8% (\$61.6M)	*
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?	Please see response in the Additional Uploads in Documents section.	*
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?	Insight Global holds one GSA Contract, GSA Schedule GS-35F-0247Y. Revenue from this contract for the last 3 calendar years is below: 2023: \$7,421,366 2022: \$9,350,904 2021: \$6,553,486 Grand Total: \$21,325,756	*

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 *	
University of Central Florida	Jonathan Varnell, Chief Facilities Officer	407-823-5242 jonathan.varnell@ucf.edu	*
Chelsea Soldier Home/Commonwealth of MA	Shereda Grossett, Chief Nursing Officer	857-225-5919 shereda.grosset@state.ma.us	*
City of Richmond Department of Procurement Services	Rene M. Almaraz, Director	804-761-1719 rene.almaraz@rva.gov	*

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 *	
University of California	Education	California - CA	Professional Staffing Services	660 placements	\$51,376,744	*
State of Kansas	Government	Kansas - KS	Professional Staffing Services	967 placements	\$42,107,596	*
State of Illinois	Government	Illinois - IL	Professional Staffing Services	304 placements	\$39,975,621	*
State of Colorado	Government	Colorado - CO	Professional Staffing Services	204 placements	\$32,212,734	*
State of Massachusetts	Government	Massachusetts - MA	Professional Staffing Services	506 placements	\$28,608,676	*

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.	Insight Global's staffing salesforce is comprised of direct employees. In the United States, this includes over 1,700 Recruiters and 1,700 Account Managers across 35 states. Over 40 Recruiters and 130 Account Managers make up our Canadian salesforce. About 270 Directors of Operations and Sales Managers oversee these offices and provide local account leadership. National leadership includes over 50 Regional Managers, 20 Managing Directors and 20 Vice Presidents. Within our Government Services Division, Insight Global has 10 Strategic Account Executives and 2 Managing Directors dedicated to state & local government and public education accounts across the United States and Canada. Strategic Account Executives are responsible for building relationships with senior client representatives, including procurement, HR and business team leads to provide additional support, transparency, and client service. Strategic Account Executives also coordinate with our professional services division to tailor customer solutions for large projects. Evergreen, Insight Global's professional services division, consists of 220 Data Analysts, Project Managers, Project Coordinators, Solution Architects, Service Delivery Managers, and Directors dedicated to providing enhanced services and customizing solutions for clients across the globe.	*
27	Dealer network or other distribution methods.	N/A to the services provided in this proposal.	*
28	Service force.	Insight Global defines its service force as IG consultants recruited for client positions and working on client sites. Insight Global has over 30,000 active consultants on our payroll at any given time. ATLIS, Insight Global's proprietary database, contains more than 11 million prescreened candidates. Customized to each local market and categorized by skill set, it is refreshed and maintained daily by recruiters proactively searching for and pre-qualifying talent using our 5-step screening process. Access to this deep pool of qualified resources actively looking for new opportunities allows us to provide our clients with a "just-in-time" workforce tailored to their individual requirements. Additionally, we form genuine, long-lasting relationships with our consultants, meaning our clients get access to over 300,000 vetted and talented Insight Global alumni who have worked with us in the past. This ensures that we are providing our clients with qualified, trustworthy candidates from the start.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	After the receipt of a requisition, Insight Global will aim to provide resumes of qualified candidates within 24-72 hours. First, we always conduct an intake meeting to ensure we have a thorough understanding of our client's needs, expectations, and timelines. We also establish clear communication channels to provide regular status updates and feedback, as well as resolve any issues or challenges that may arise. We follow a rigorous and transparent recruitment process that ensures we hire the best talent for each position. Our recruiters use a variety of tools and strategies to identify the best candidates for each role including: - Posting openings to dozens of leading job sites such as GitHub, Stack Overflow, Dice, LinkedIn, and appropriate local or state job sites, - Using our proprietary internal database housing over 11M qualified candidates and extensive filters ensuring the best fit for any opening regardless of education, experience, job duties and more, - Responsibly harnessing artificial intelligence and machine learning to enhance the identification of suitable, open roles for candidates, in accordance with applicable laws, regulations and our established principles that address the risk of bias and disparate impacts on protected classes, - Leveraging our inbound recruiting strategy to generate a steady pipeline of qualified candidates from various sources, and - Utilizing our network of referrals, alumni, and industry partners to identify and attract potential candidates who may not be actively seeking opportunities but are interested in working on challenging and rewarding projects. Depending on the volume and the timeline, Insight Global is also able to implement our proven surge recruiting model, where we assemble agile teams of dedicated recruiters and account managers that work exclusively on the project until completion.	*
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.	Insight Global operates on a "1/24" alert. We pride ourselves on responding to any inquires, issues or concerns within 1 hour, and we ensure that we have a solution for or update our client/consultant within 24 hours. Our Account Managers make themselves available to our clients 24/7 should issues arise. Leadership at the local and national level is also available for escalation purposes. In each office, a Director of Operations or Sales Manager(s) supervises operations and ensures that each client is fully satisfied with our services. The Director of Operations or Sales Manager accompanies Account Managers on meetings to better understand each customer's needs, ensures compliance with service levels and contract agreements, and assists with managing any large-scale projects or deployments. Each office holds an 8:00AM all-hands meeting every morning where we review and prioritize client requirements. Our Director of Operations and Sales Managers are held accountable by Regional Managers, Vice Presidents and Presidents who oversee their respective offices. Sourcewell participating entities will also have a Strategic Account Executive dedicated to understanding their organizational requirements across the country and serve as an escalation point as needed.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Insight Global is capable of providing services across the United States. With over 3,000 Recruiters and Account Managers in physical office locations across 35 states, we have the expertise to provide services to Sourcewell participating entities throughout the country. Additionally, we have a full-service digital office that has dedicated Account Managers and Recruiters focused on providing services in locations where we do not have a physical office presence. For a full list of locations, please visit www.insightglobal.com/locations. This coverage grants us the opportunity to provide the services our clients need and gives Sourcewell participating entities the confidence to work with us. Sourcewell participating entities will receive account support from members of our Government Services Division. This division supports 35 states, 48 municipalities, and 150 universities. Within State and Local government, we have placed over 9000 resources in the past two years within Information Technology, Engineering, Accounting, Healthcare, and other professional services. Within Higher Education, Insight Global has placed over 2,000 resources across 50 job categories at Public and Private Institutions, Technical Institutes, Community and Junior Colleges, Research Universities, and University Health Systems.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Insight Global is capable of providing services across all Canadian provinces through our subsidiary, Insight Global Canada, Inc. With over 170 Recruiters and Account Managers, 5 offices in Alberta, British Columbia and Ontario, and local teams in Manitoba, Nova Scotia and Saskatchewan, we have the expertise to provide services to Sourcewell participating entities throughout the country. Additionally, we have a full-service digital office that has dedicated Account Managers and Recruiters focused on providing services in locations where we do not have a physical office presence. For a full list of locations, please visit www.insightglobal.com/locations. Insight Global is heavily investing its support and presence in our Canadian markets. Over the past 2 years, the company has grown its public sector presence across 49 Canadian government entities ranging from Provincial Governments, Municipalities, Academic Institutions and Universities, School Boards and School Districts, and Hospital Systems. Given the growth of demand in this sector, Insight Global has scaled our internal Canadian Public Sector team to a Managing Director, two Strategic Account Executives, and 55 dedicated Account Managers.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None; Insight Global can provide services across all areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Insight Global has a nationwide presence and participates in multiple contracts and cooperative purchasing agreements at one time. Insight Global allows the purchaser to decide which contract to use and does not promote one over another. It is possible that any entity would decide to use another contract or cooperative agreement, however, Insight Global would not influence the usage of one over another. Upon award, Insight Global will present Sourcewell as an option to procure services in addition to the contracts the company currently participates in.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Insight Global can perform our services to any participating entities in Hawaii, Alaska and U.S. Territories. In the event that a participating entity is requesting our services in Guam, we would partner with a third party to act as the EOR. Insight Global will comply with all applicable local, state or federal laws and regulations.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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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.	Selling a cooperative contract vehicle to a public agency requires a strategic approach that combines a thorough understanding of the agency's needs, effective communication, and a value proposition. Training will be provided to our Sales Teams in all 67 offices across the U.S. Each training will consist of key information regarding the contract, our selling strategy to current and future agencies, and the value adds of both Insight Global and Sourcewell. As our Sales Teams identify the agency's needs and pain points, they will market the agreement and Insight Global's services that align with the agency's needs. Insight Global has a division dedicated to creating marketing content to assist the field in sharing our service offerings. We will create any content that would be beneficial to train and educate Public Agencies on the Sourcewell agreement as we see fit. By employing these strategies, our Sales Teams can effectively sell a contract vehicle to a public agency, aligning the agency's needs with the benefits, building trust, and fostering a long-term partnership. A 90-Day Plan to market the contract internally at Insight Global for adoption across our 70+ offices would include: Day 1: Award of Contract Day 2-10: Insight Global will notify our Executive Leadership team of the award and the Executive Team will endorse/sponsor the Master Agreement as a go-to strategy for public agencies moving forward. The Insight Global Portfolio Management team will complete an audit of current Public Agency customers to determine a priority list of customers to reach out to and notify about the new Master Agreement with Sourcewell. Day 5-10: Insight Global will reach out to Sourcewell to set up an introduction call between the Insight Global Government Services Executive Leadership Team and Sourcewell. Day 10-30: Insight Global and Sourcewell will host our first meeting together to meet the teams and walk through our strategy of implementation. This call will cover introductions, areas of support, and include a Sourcewell training for Insight Global leadership on the Master Agreement and Market strategy. Insight Global will present our priority list of customers that we will be marketing this new agreement to as well as current customers that we may have the opportunity to transition to the Sourcewell agreement. Day 30-60: Insight Global's Government Services Team will roll out national trainings to all 70 Offices and Sales Teams. These trainings will include Executive Leadership and Sourcewell Representatives as available. These trainings will include an introduction to the Master Agreement, marketing strategy to sell the agreement to our Public Agency Customers and a Q&A for our sales teams to ask any questions they may have regarding cooperative agreements or the Master Agreement. Day 60-90: Insight Global Leadership will continue to follow-up and join meetings with our Sales Teams to educate and empower the use of the Master Agreement to our Public Agency customers nationally. A 90-Day Plan to market the contract externally and publicly for existing customers and potential new public sector customers would include: Day 1: Contract award Day 2-10: Insight Global will reach out to Sourcewell to set up a meeting between Insight Global Executive Leadership, Insight Global Marketing and Sourcewell. This meeting will cover introductions and walk through the implementation plan laid out below. Day 10-30: Insight Global will confirm with Sourcewell our marketing plan strategy and lay out key dates for completion. Day 30-60: This time period will be dedicated to co-branding material. Insight Global will work with our internal marketing team and Sourcewell to create a co-branded press release and co-branded marketing materials. The Press Release will be published on Insight Global's webpage within this timeframe. Insight Global's IT and Marketing teams will also work with Sourcewell to create a dedicated landing page on our website outlining the Sourcewell partnership. Day 60-90: During the final month of the 90-day marketing plan, Insight Global will commit to completing all marketing materials. Insight Global will finalize all marketing materials for distribution to our current and potential Public Agency customers and go-live on all website marketing techniques. Insight Global will commit to participate alongside Sourcewell at National, Regional, and supplier-specific tradeshows whenever applicable. We will also commit to ongoing marketing strategy and promotion of the Master Agreement throughout its term.
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37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	At Insight Global, we leverage marketing automation, CRM platforms, machine learning, A/B testing, and other tools both to track marketing performance and to provide data-backed insights that drive our targeted marketing efforts. This includes email campaigns, paid ads, social media content, website optimization, and more. Additionally, our Account Managers and Recruiters post openings to dozens of leading job sites such as GitHub, Stack Overflow, Dice, LinkedIn, and appropriate local or state job sites.	*
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?	Insight Global expects Sourcewell to promote this contract to applicable clients by publishing award details on its website and social media platforms in addition to acting as a facilitator between interested parties and approved vendors to expand its footprint. In correlation to that, Insight Global Strategic Account Executives will train and manage applicable leaders and our salesforce to actively present and sell this contract to any/all applicable customers in the State & Local Government/EDU sector and we will continue to keep Sourcewell apprised of any new clients that are interested in participating.	*
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.	Insight Global does not operate through an e-procurement ordering process or system. Our typical method of engaging with customers is through direct communication and partnership unless they have a specific e-procurement system or Managed Service Provider that we are required to work through. Our communication standards and process are below. The most common difficulties stem from poor communication between supplier (Insight Global) and the management teams of each resource skillset and coordination of responsibilities, duties, expectations, etc. Insight Global will insure open communication with setting realistic expectations up front. In order to measure the quality of services provided, we hold monthly or quarterly meetings with customers to discuss our performance, identify gaps, and figure out ways to improve or better serve our client. We believe direct feedback from our clients is the best measure of performance. As a part of this process, we utilize an internal CRM tool that we use to measure the quality of services we provide to our customers. This tool tracks: submittal ratios, fill ratios, loss ratios, washed ratios, and retention ratios. The tool also sends out automated reminders for customer service initiatives and expected requirements based on history and timing with specific clients. Insight Global's dedicated Account team will be available 24/7 for client support. Insight Global prides itself in being proactive with regards to service issues. With the implementation of a 1-hour response/24 hour resolution policy, our company practices immediate customer service and resolution. Insight Global will go to all necessary lengths to address any problem immediately and take all actions to resolve the situation. We will also implement processes to ensure that the service issue does not occur again. Account leadership documents all services issues and addresses them in each office's 8:00 AM daily, hands-on meeting. Measuring Success: Insight Global will calculate our success on the following criteria: Responsiveness: our metrics will follow every requisition that is released to Insight Global and ensure we are responding with a qualified candidate within 48-72 hours Fill Ratio: we will look to the number of total requisitions released to Insight Global and the total number of successful placements made Client Satisfaction: this is a top priority. We will be providing each customer with a premium service and we want to ensure that the client is happy with that service. If something arises that needs our attention, we will quickly address the issue to ensure client satisfaction remains high. Employee Satisfaction: this is equally important. A happy employee is going to provide a better experience to the customer. We will do as much as we can to ensure our contractors have what they need to be successful. Insight Global will continuously monitor our success throughout the duration of our relationship with each customer. Our dedicated team of stakeholders will ensure that we continue to provide our customers with a premium service, and we look forward to working together as a business partner to this program	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe the types of tools and technologies your company uses for staffing management.	As with most organizations, Insight Global is continuously evaluating potential uses of generative artificial intelligence ("AI") within its internal operations and service delivery. As an emerging technology, AI can transform work processes and significantly increase productivity at Insight Global. One tool within Insight Global's arsenal is the HOPE product, which we believe will enhance our talent-sourcing capabilities for our customers. HOPE evaluates candidates in our internal database and ranks them based on their suitability for specific customer roles. It was trained using two decades of service data, enabling our recruiters to pinpoint the ideal candidates precisely when our customers require them. Insight Global is committed to providing a safe and secure environment for all its employees, partners and customers to responsibly use tools incorporating generative AI. Accordingly, Insight Global has developed a list of Insight Global AI Principles that reflect our values and when considering uses of AI, Insight Global weighs whether the proposed use is reflective of those values. Imbedded therein is the principle of fairness, which among other things is intended to address the risk of introducing bias via the output of AI tools. Insight Global audits its AI tools to determine any potential disparate impact on protected classes and does not deploy products that violate its AI Principles or AI laws and regulations.	*
41	Describe how your company complies with legal and regulatory requirements.	Insight Global's legal team works with a network of well-recognized and duly licensed attorneys in each jurisdiction where it operates to ensure that all required licenses and certifications are obtained and maintained in accordance with local laws and regulations. In addition, Insight Global retains outside counsel networks to provide regulatory and legal updates as soon as they become available to ensure that Insight Global stays in compliance with local laws and regulations. Our Chief Legal Officer and in-house counsel team maintain current CLE requirements, bar licenses, and also subscribe to quarterly update services with external labor and employment counsel. Additionally, several members of the in-house counsel team work closely with the Human Resources team and specialize in labor and employment law and litigation, with an emphasis on staying abreast of policy changes and legal trends in labor and employment. External counsel provides updates and developments in the areas relevant to recruitment, hiring practices, and employment law in addition to all other legal and regulatory requirements impacting the services provided.	*

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.	Insight Global recognizes a shared responsibility to protect our planet and we are committed to conducting business in an environmentally responsible manner. Our shared value, "We Take Care of Each Other," extends to the communities in which we operate and our global community at large. Insight Global is committed to improving our environmental impacts. We are constantly looking at ways we can be better environmental stewards and seek to embed ethical and sustainable practices in every area of our business. In 2019, Insight Global formed a Sustainability Council, as well as a Sustainability Team with Ambassadors from each of our 70 offices and across our corporate operational teams. This council has rolled out several initiatives, and has more planned for the future, to help IG reduce any impact on the environment as much as possible. We have since completed our first GHG Emissions Calculation and ESG reporting. With this measurement, we are able to look into more ways to improve our environmental impacts. A few of these efforts include: Carbon Neutrality: Insight Global is committed to tracking and disclosing Scope 1, 2, and 3 GHG emissions, and we will be implementing an Environmental Management System to track our emissions accurately and robustly. As a service-based business, our environmental footprint is relatively low. Currently, 75% of our offices are either LEED Certified, Energy Star Certified, or otherwise sustainably operated. Our facilities team is committed to sustainability as a top factor when relocating or choosing a new office location to get us to 100% in the future. Digital Transformation: Insight Global is committed to a Digital Transformation away from all physical assets that will enable us to be a fully paperless operation by 2025. We have created electronic forms for our core operations and implemented the automation of employee paperwork to a new online, paperless process. Engagement: Insight Global published our first annual ESG report in 2022 to provide visibility into our best practices around environmental, social, governance. We are committed to integrating environmental and DEIB measuring into our Supplier Code of Conduct Policy and to increase engagement with our value-chain around environmental and social issues. Insight Global is committed to a safe and healthy working environment and has equipped all our offices with centralized recycling stations, which has not only made it more convenient for each of our 70 offices nationwide to recycle, but also more aware of environmental impacts. Insight Global's Sustainability Council is also committed to promoting environmental awareness. We have implemented a Sustainability Calendar to raise awareness quarterly and organize service opportunities for our employees. The same passion that we have for providing our world class customer services goes into how we think about environmental responsibility. While we are proud of the progress we have made, we know we can still do better, and we strive to improve every day.
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.	We began rudimentary tracking and reporting on our emissions in 2019. Last year, we prioritized understanding the climate impacts of all areas of our business. To that end, we conducted an exhaustive inventory of all areas of our operations and were able to utilize this to fully account for our 2022 carbon emissions, recalculate a complete 2019 baseline, and disclose both publicly in 2023. We've already completed 2 of our 3 2025 goals including implementing a Carbon Accounting Platform and tracking and disclosing Scope 1, 2, and 3 emissions to the Carbon Disclosure Project (CDP). We're working hard on our goal to become 100% Carbon Neutral in our Scope 1 and 2 emissions and we're taking the necessary steps to reduce as well as offset or remove our emissions from energy consumption.
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.	Neither Insight Global nor any of its affiliates are certified WMBE, SBE, or Veteran Owned businesses. However, Insight Global has a consolidated list of roughly 50 Tier 1 subcontractors that have been fully vetted through a formal RFP process. Certificates are held on file and the supplier's status is documented in our system, allowing us and customer to track diversity spend. Insight Global will give small, HUBZone, small disadvantaged, women-owned, and other diverse business concerns every opportunity to compete for future subcontracting engagements. To better capture the effectiveness of our Supplier Diversity spend initiatives, Insight Global is in the process of establishing a formal Supplier Diversity Program that would further record and monitor our diversity spend to meet specific goals. However, even prior to the launch of this program, we are proud to share that in 2023, our total spend through subcontracting was over \$253M, 70% of which was through certified diverse subcontractors.
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?	Insight Global Size & Scale Insight Global is an international staffing and services company headquartered in Atlanta, GA and extending globally with 70+ regional offices in the United States, Canada and the United Kingdom. Onshore, nearshore, or offshore, we can place consultants all around the world with our expertise in visa management and international recruiting. We support international locations through our network of trusted staffing partners and can provide some of our managed services offerings in Mexico, India, and Ireland. To meet increasing

demand, we are meeting customers where they are to further drive their business initiatives. We make hiring internationally easy and pride ourselves in streamlined and nimble processes that accommodate your unique global talent needs. With active consultants working for customers in 28 countries and counting and the ability to recruit in over 150 countries worldwide, we'll find you the right talent, fast.

Service Differentiators

Technology Enablement: Insight Global uses technology at every layer of the recruiting process. Once a recruiter has identified a candidate from public job boards or from our network of candidates, they are trained to spend time going through progressions in our systems to ensure we don't miss jobs they are a strong fit for. The first step is to leverage our ReqCatalog, an ElasticSearch based search engine that contains all active openings from Insight Global customers. This includes VMS automation by VMS Sync (a Bullhorn Tool) with power-search and saved search capabilities. This ensures your openings are not missed when a recruiter from across the country speaks to the candidate perfect for your job, even if they are not local to the Tesla support team. These tools also have saved search capabilities, so our recruiters and active candidates are notified when new job openings come available for top candidates they've spoken with, fresh in their pipeline. For our qualified openings, Insight Global invests in public advertisement and marketing automation of those roles which allows our customers' jobs to have the best exposure and visibility to the candidate population at large.

Talent Pipeline Scale: Our divisional breakdown, including Technology, Finance, Engineering, Business, Healthcare, and Government Services, allows our teams to become SMEs in their markets and disciplines. Within these divisions, we have task forces that allow us to identify niche talent and hiring opportunities across the country and partner those teams with recruiters that have backgrounds in those orgs. For example, NextGen, an Insight Global program designed to impact IT, Engineering, & Government Services Account Managers and Recruiters and their ability to fill roles in specialized technology verticals, aims to increase opportunity for consultant sourcing through optimized recruiting efforts and a candidate-first mindset. This results in an increased fill ratio and improved consultant engagement experience. NextGen educates IT, Engineering, and Government Services Account Managers and Recruiters on technology, markets, recruiting landscape and best practices in recruiting IT skillsets. This group consists of 70 of our best Professional Recruiters in the company, who are exposed to continuous education and training in a variety of areas. We also have dedicated technology Training and Recruiting teams partnering with our National Accounts Program. This ensures we have a team of National Recruiters that are aligned with accounts and skill sets prevalent in the IT industry.

Diversity, Equity, Inclusion & Belonging: Our mission is to educate our customers on creating more equitable and inclusive workforces through diverse practices. We are able to do this through our talent solutions and our training solutions. Our training solutions are designed to assist our customers in creating an equitable and inclusive workforce. Our curriculum is for organizations in all stages of DEIB adoption, to meet you where you are and grow together. Our talent solutions are created to help our customers diversify their workforce. We strive to be intentional by providing strategic direction and unique performance measurements, ensuring a quality candidate pool. Our training solutions help our customers identify where the company currently stands in their DEIB acumen, personal understanding of DEIB topics, reception of the organization's current DEIB implementations (if any), and psychological safety. After conducting research, we administer learning experiences focused on equipping your teams to purposefully create an environment that is attractive to the diverse talent you look to bring into your organization. Then, we build off the foundational layers to create a sustainable working environment and achieve the benefits of diversity and belonging. We cover topics including, but not limited to, psychological safety, dimensions of diversity, defining equity, inclusion & belonging, unconscious bias in hiring & onboarding, inclusive leadership, allyship & advocacy, and inclusive communication.

Consultant Engagement Process

Our leaders in Consultant Engagement are charged with creating the best consultant experience, creating a loyal consultant base that results in successful assignments for our customers, and managing to key KPIs such as NPS, new hire back-out, and negative attrition of our consultants while on assignment. One of the key areas that we have invested in is automated communication platforms and custom NLP driven sentiment analysis tools. These tools allow us to understand if and when our consultants may be at risk of leaving and remediate issues if so. It educates our consultants on the resources available to them, lets them know of upcoming jobs when their assignment is ending, and manages our onboarding process. The combination of technology enablement and leadership focus on the consultant has allowed Insight Global to achieve our highest marks ever in Consultant NPS in 2023 at 62% compared to an industry average of 30%.

Consultant Compensation & Benefits

Insight Global offers our consultants competitive medical, dental and vision benefits starting on Day 31. Outside of our standard benefit offerings, we believe our consultant care is a

	differentiator of ours. We have a variety of different enhanced benefits outlined below, that truly make Insight Global a special place to work for: IG Family Foundation: Assists our consultants in times of unexpected, acute financial hardships. Each case is chosen through an application process and can receive up to \$10K in financial assistance with no expectation of repayment. Since launching in 2020, the IGFF has provided over 500 grants to our employees and their families, just when they needed support the most. Light the Night College Scholarship Program: Support for the children of IG consultants when the household income is \$100,000 or less. Employee Assistance Program: Health Advocate offers 24/7 free resources for our consultants and their families' financial and mental wellness needs Shared Values We believe in the power of culture, and we know firsthand that culture is the causation for success. In 2017, we defined a common purpose, established shared values and set a vision for the future: Everybody Matters: At Insight Global, everyone is seen, heard, and actively developed. The company fosters a diversity of thought, recognizing that everyone contributes to collective success. We Take Care of Each Other: This value extends beyond professional growth. Insight Global believes in caring for the whole person, both personally and professionally. It's about creating a supportive environment where employees thrive. Leadership is Here to Serve: Insight Global's leaders lead by example, standing alongside their teams. They prioritize service and collaboration, ensuring a cohesive and motivated workforce. High Character and Hard Work Above All Else: The company emphasizes daily discipline and process-focused work. Employees are encouraged to embrace discomfort, knowing that growth lies outside their comfort zones. Always Know Where You Stand: Insight Global encourages self-awareness and courage. Employees are empowered to seek feedback, fostering a culture of continuous improvement. These values direct all decisions within the company. It's this common focus that has produced initiatives that we are most proud of and what makes Insight Global who we are. Social Impact We believe it is our responsibility to have a positive impact on the world and deliver on that responsibility by developing our people to be the best versions of themselves, so they can care for our customers and consultants. This purpose drives everything we do including our outreach programs like the Insight Global Family Foundation, our OneWorld Health Partnership, and our Be the Light Mobile Career Center. Our shared value "We take care of each other" is reflected in the Insight Global Family Foundation which was established to help our employees during personal financial hardships due to unplanned events. Since 2020, we've granted over \$2M. Partnering with OneWorld Health allows us to build self-sustaining hospital clinics in third-world countries. So far, we've built six clinics, and served over 74,000 people, and we're just getting started. We take our shared values on the road with our Be the Light Mobile Career Center by offering free access to one-on-one career counseling, interview prep, free headshots, and resume help. Our goal is to empower and equip jobseekers to harness the power of their potential and connect them directly to our customers. We also know we have a responsibility to use our success for good, and that's why we never stop evolving to do better and be better by taking our 2025 ESG goals to heart. We're implementing an Environmental Management System, expanding Wellness Programs and Mental Health Training, and working our way to becoming carbon neutral in our scope 1 and 2 emissions. At Insight Global, our values are more than just corporate branding, we're proud to live them out in everything we do.
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Table 9: Performance Standards or Guarantees

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

Line Item	Question	Response *
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46	Describe any performance standards or guarantees that apply to your services.	Replacement Guarantee for Direct Hires: All direct placements, or agency placed full time employees, are protected by a sliding scale replacement guarantee that outlines Insight Global's plan if a candidate is terminated or resigns within 90 days. Should a candidate resign, or be terminated, within 90 days since their first day of employment, our first action is to re-recruit and provide a backfill candidate ASAP at no additional cost. If no backfill is identified, then we offer credit in the amount outlined in the sliding scale below, to be used towards future placements. If both options are not available, then Insight Global would offer a refund following the sliding scale below. To clarify, 'Length of Candidate Employment' refers to how many calendar days the candidate has been on site since the first day of employment, and 'Refund Due' describes the percentage of the placement fee that Insight Global would pay back. Length of Candidate Employment / Refund Due Back to Client 0-30 days / 90% of Placement Fee 31-60 days / 60% of Placement Fee 61-90 days / 30% of Placement Fee Replacement Guarantee for Contract Employees: Insight Global offers a replacement candidate at no additional cost should the candidate resign or be terminated at any point throughout the duration of contract employee engagement. Since Insight Global would be the employer of record of contract employee, we also offer to take on termination responsibilities including termination discussion with the candidate, return equipment (laptop, badge, etc.), and offboarding.
47	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).	We feel that SLAs are most effective when developed in partnership between our client and our account team supporting them. Our Account Manager(s) will partner with client stakeholders to find out what performance metrics are most conducive to driving the results our client wants to see. SLAs that we have developed and adhered to before include but are not limited to the below: Response Time: Insight Global to respond to requests for consultants within 24-48 hours of receipt unless otherwise specified Pre-Assignment Requirement: Insight Global ensures all pre-assignment requirements, per the client's policies and procedures are complete before working on assignment. On-boarding: Candidates receive pre-assignment orientation and complete HR onboarding prior to first day on site. Screening Process: Insight Global guarantees that each consultant submitted will undergo our five step screening process including: technical phone screen with one of our Recruiters, in office or virtual face-to-face interview with an Insight Global representative, managerial reference checks (2-3), final screen with the Account Manager dedicated to this account, and background check. Background Check and additional screening as required by the client. Regular Business Reviews: Insight Global will meet with hiring managers and stakeholders on a regular cadence of the client's choice (monthly, quarterly, etc.) for business reviews and provide all agreed upon reporting

48	Describe your recruitment and vetting process.	With over 1,700 skill-set specific recruiters, we have the resources and expertise to deliver quality talent on even the most challenging positions. First, we always conduct an intake meeting to ensure we have a thorough understanding of our customers' needs, expectations, and timelines. We also establish clear communication channels to provide regular status updates and feedback, as well as resolve any issues or challenges that may arise. We follow a rigorous and transparent recruitment process that ensures we hire the best talent for each position. Our recruiting model can be broken down into four arenas: Search, Source, Screen, Sell. Effectively this is where we find our candidates, how we attract them to our customers' job openings, how we screen them to ensure they are a quality match for the jobs at hand, and then how we own the offer, acceptance and onboarding process. Search: Insight Global leverages public job boards and candidate networks as well as our internal, proprietary Applicant Tracking System (ATS). Our 1,700 Recruiters have access to tools such as LinkedIn Recruiter, Dice, Indeed, ZipRecruiter, Monster, CareerBuilder, Nexxt, eFinancial Careers, Clearance Jobs, etc. We invest over \$6M annually in access to these candidate networks and recruiter licenses giving us access to over 150M candidates in North America. Our ATS houses 11M of these candidates, which allows our recruiters to search for candidates based on skills, previous work experience, and previous work history with Insight Global. We have interviewed 75% of the 11M over the last 23 years and submitted almost 1M to customers. This database also contains over 300,000 Consultant Alumni (those who have worked for us in the past). Our recruiters' workflow is as follows: - Consultants Rolling Off Contract (~4,000 every month) - Candidates in our Active Pipeline and that we have Submitted to Customers (30,000 every month) - Candidates in our internal network - Candidates on public job boards Source: Our Recruiters use a number of tactics to attract top talent into our pipeline. We break them down into two strategies: Inbound Recruiting and Outbound Recruiting. Inbound Recruiting is the practice of bringing candidates to us via advertising and job postings. We leverage the following platforms to advertise our jobs: LinkedIn, ZipRecruiter, Dice, Clearance Jobs, Indeed, Monster, and our www.jobs.insightglobal.com website. Through these channels, we receive over 10,000 applicants to our jobs weekly. We leverage tools embedded within these platforms to include screening questions to ensure recruiters are seeing candidates eligible for simple job requirements (location, rate, availability, etc.). Our Recruiters practice Outbound Recruiting when searching through public databases, calling, emailing, and texting top candidates. Screen: Insight Global has a five-step screening process once we identify a candidate is the right fit for the opening on paper and the candidate wants to apply. After an initial phone screen (step 1), our recruiters meet with each candidate face-to-face (or via video using systems such as WebEx, Zoom or Microsoft Teams) to qualify hard and soft skills (step 2), and verify managerial references (step 3). The dedicated customer Account Manager will screen the candidate to ensure they exceed customer expectations and is a culture fit for the organization (step 4). The final step before making a hiring decision is performing a Criminal Background Check (step 5). For highly technical openings, we will conduct the final screen with our SMEs in the appropriate industry. We have developed teams of SME Recruiters in a number of disciplines based on customer needs. Sell: Once we identify great candidates, the selling aspect of our recruiting model consists of matching quality candidates to our 15,000+ job openings and ensuring our customers' openings are communicated clearly to the candidates. First, our Recruiters leverage matching tools that we have created such as our ReqCatalog to quickly and efficiently search through all openings for qualified candidates. When we work with customers on their job openings, those positions are in front of every recruiter and every candidate we work with. When working with customers, we aim to present 2-4 quality candidates through these measures, and when working with each quality candidate we look to submit them to 2-4 jobs openings based on their preferences. The second part of the selling aspect of our service is to help our customers and candidates make informed hiring and onboarding decisions, ensuring it is a seamless and easy process once the match is made.
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	Describe your payment terms and accepted payment methods.	Insight Global proposes Net30 payment terms and accepts payment via ACH or check.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Not applicable to the services included in this proposal.	*
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.	Please find below attachments in Document Upload Section: Employment Agreement (EA) - This is an agreement between Insight Global and the Consultant only and as such, we will not be able to honor any changes Sourcewell requests outside of adding specific holidays or PTO/bonus language. Blank Invoice Sample SOW Additionally, the Sourcewell contract will be utilized upon contract negotiation and execution.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, we cannot accept p-cards or credit cards at this time.	*

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 Sourcewell 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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Insight Global proposes a bill rate fee structure with an average discount across each job title proposed. Please reference attached rate card that provides average discount. The average discount is based off average rates Insight Global has provided to clients of all industries. Please note that the average rates are representative of Insight Global's total clientele.	*
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.	Insight Global is proposing a 7.5% discount on average for all bill rates provided to Sourcewell participating entities.	*

55	Describe any quantity or volume discounts or rebate programs that you offer.	Insight Global is happy to enter into discussions surrounding cost savings with Sourcwell participating entities following the award of the cooperative contract. It is important for us to understand the total volume of spend that will be managed in our program to best provide Sourcwell and it's member organizations with cost savings initiatives. With our top customers across the United States, Insight Global has provided cost savings in various forms from rebates and volume discounts to incentives for long term engagements. We look forward to working with you to come to a mutual agreement as to what form of cost savings provides the best value and partnership. Insight Global is constantly working to provide our clientele with real-time savings. Our Account Managers will work directly with Sourcwell participating entities and any applicable users and/or procurement to have these conversations whenever a potential savings opportunity arises due to reduction in market rates. An example of a current volume rebate Insight Global provides to one of our top customers is below. The offer we would provide through this cooperative would be dependent upon the conclusion of our conversations. Total Quarterly Invoice Spend // Quarterly Credit Percent Applied to Quarterly Spend \$0 thru \$10.0M // 0.025 \$10M+ thru \$12.5M // 0.03 \$12.5M+ thru \$15M // 0.04 \$15M+// 0.05	*
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.	Insight Global will provide all services within our proposal and subsequent service agreement as outlined within the executed agreement. If a Sourcwell entity's request requires a custom solution or skillsets outside the scope of this RFP or what is included in our service agreement, we will source those services directly depending on the scope. Insight Global will negotiate those requests on a case-by-case basis, with the discounted pricing list offered for services in scope of this RFP as a baseline to develop a mutually beneficial service offering and associated pricing.	*
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.	Contractor expenses are charged as they occur in accordance with Insight Global's governing agreement with the client. When an expense occurs, the expense is submitted through our internal system eRecruit, or via the client's system, to include all applicable receipts and details about the expense. Once the expense is approved by the applicable client manager, Insight Global will reimburse the expense to the individual who incurred it through our payroll. If there were missing receipts or details, or any discrepancies, the expense would be rejected and sent back to the beginning of the process for adjustments and new approvals before being paid out. Once an expense is approved and reimbursed to the individual, Insight Global would then bill the expense to the client on the next invoice in accordance with the terms of the governing agreement.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Not applicable to our services; Insight Global does not manufacture or ship products.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not applicable to our services; Insight Global does not manufacture or ship products.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable to our services; Insight Global does not manufacture or ship products.	*

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.	Please reference attached rate card that provides average discount.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Ensuring our customers' satisfaction is always a top priority for Insight Global, and having transparency on where we stand in the performance of our services against our executed contract requirements is critical. With that principal in mind, Insight Global has multiple lines of defense to ensure compliance with all requirements and service commitments outlined in our contract in addition to our corporate functions including, but not limited to, Operations Risk Management, Compliance, and Internal Audit. Via self-audit, we monitor our performance against contract requirements to identify areas of improvement or highlight to our account team where things are going well. After contract execution our operations risk team will conduct a thorough assessment, preparing a contract adherence guide which will serve to give our account team a better understanding of all requirements, objectives, and expectations included in our Sourcewell contract. Throughout the engagement, regular self-audits will be performed in addition to any ad hoc audits requested by Sourcewell. This ongoing oversight not only gives us an opportunity to verify adherence to all terms, but also provides us with insights that help us track trends that could enable our account team to be a better partner to Sourcewell. Based on trends and insights found in our audits, Insight Global will be able to expedite resolution of any issues, mitigate risk of non-compliance, and make recommendations for process improvements that will benefit Sourcewell participating entities. With ongoing monitoring of contract compliance, we will ensure particular focus is put on adherence to all pricing, reporting and remittance requirements with Sourcewell. Designated resources on our account management team will partner with our corporate teams to cross-check requirements from beginning to end, including but not limited to: Rate card adherence: recruiters will consult the pricing in our contract to ensure all candidates are submitted at the correct rate Quarterly reporting: account management team will partner with our billing team to ensure sales under the contract are accurate and provided to Sourcewell in a timely manner Administrative fee: fee requirements will be communicated to account management team, and they will partner with our pricing and invoicing team to ensure proper calculation and payment of fees Insight Global is committed to ensuring contract compliance, while exceeding the service expectations of all entities that engage us through the Sourcewell cooperative agreement.

63	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	There are many key performance indicators (KPIs) that Insight Global chooses to establish internally. Here are some examples of KPIs that Insight Global actively tracks: Number of placements: This KPI measures the number of successful placements Insight Global makes over a given period of time. Time to fill: This KPI measures the amount of time it takes Insight Global to fill an open position. A shorter time to fill indicates that Insight Global is able to identify and place candidates quickly and efficiently. Candidate satisfaction: This KPI measures how satisfied candidates are with the services provided by Insight Global. This is assessed through surveys or other forms of feedback. Client satisfaction: This KPI measures how satisfied clients are with Insight Global's services. This is also assessed through surveys or other forms of feedback. Retention rate: This KPI measures the percentage of placed candidates who remain with their new employer for a certain period of time. A high retention rate indicates that Insight Global is successful at matching candidates with the right job opportunities. Revenue: This KPI measures the total amount of money Insight Global generates through its services. To determine these KPIs, Insight Global gathers data from various sources, such as its internal systems and records, client and candidate surveys, and industry benchmarks. Insight Global then analyzes this data to identify trends and patterns and uses these insights to set targets and goals for improving its performance. Insight Global will calculate our success on the following criteria: Responsiveness: our metrics will follow every requisition that is released to Insight Global and ensure we are responding with a qualified candidate within 48-72 hours. Fill Ratio: we will look to the number of total requisitions released to Insight Global and the total number of successful placements made. Client Satisfaction: this is a top priority. We are providing UBC with a premium service and we want to ensure that the client is happy with that service. If something arises that needs our attention, we will quickly address the issue to ensure client satisfaction remains high. Employee Satisfaction: this is equally important. A happy employee is going to provide a better experience to our clients. We will do as much as we can to ensure our contractors have what they need to be successful. Insight Global will continuously monitor our success throughout the duration of our relationship with each candidate. Our dedicated team of stakeholders will ensure that we continue to provide a premium service, and we look forward to working together as a business partner to this program.
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64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Insight Global would like to propose a 1% administrative fee for this contract. Given our total employee size, presence in both the US/Canada and international, our ability to support a wide range of industry domains from technology to engineering to healthcare to corporate functions, we feel that we are an excellent candidate suited to drive growth for both Sourcewell and its partners. Additionally, Insight Global holds 6 different cooperative agreements across the US and Canada, we would like to propose the same administrative fee to position Sourcewell as a competitive agreement across our portfolio.	*
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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.	Insight Global, an international leader in staffing and talent services, is dedicated to giving people hope through the dignity of employment. We relentlessly pursue opportunities for others as we connect top-tier talent from diverse backgrounds with Fortune 1000 clients across the United States, Canada, and the United Kingdom. Insight Global's service offerings cover 3 main categories: temporary staffing/staff augmentation services, professional services, and consulting services. Within our staffing services arm of business, we provide short-term and long-term contract, contract-to-hire, and direct placement staffing services. Our staffing team handles it all—remote and work-from-home positions, hybrid settings, and those needed on-site. Our divisional breakdown including Technology, Finance, Engineering, Business, Healthcare, and Government Services also allows our teams to become SMEs (Subject Matter Experts) in their markets and disciplines. In addition to staff augmentation, Insight Global's Executive Search division is a premier provider of retained search services with a proven track record of shaping our clients' executive leadership teams. This division continuously seeks to understand each client's goals, and the personality characteristics and skillsets their executives need to possess to be successful. Our network of executive level relationships allows us to understand and adapt to the ever-evolving needs of our clients. Insight Global excels at fostering long-term, collaborative partnerships across all industries, allowing us to deliver customized solutions catering to the unique needs of our clients. In our professional services arm, we have full capabilities to build and manage teams providing end-to-end business management services. We can help design processes, create customized solutions, build teams from scratch, and manage them daily through Evergreen, Insight Global's professional services division. Evergreen is made up of Project Managers, Engineers and Analysts devoted to creating turn-key solutions for customers within the Government, Defense, Utility, Engineering, Automotive and Commercial space. This team manages people, processes, and performance, delivering streamlined solutions for our clients' evolving needs. Evergreen provides expert teams and expert solutions that consistently deliver on a diverse range of needs, including Talent Optimization and Management, End User Services through Operational Support Services, or Applied Engineering Solutions. Our professional services division also manages RPO engagements. Insight Global identifies Recruitment Process Outsourcing (RPO) as when a company transfers all parts of its permanent recruitment to an external provider – which means Insight Global can act as an extension of a company's HR and Talent Acquisition function. Given the intense competition our clients feel in bringing new talent into their organizations, it is now more important than ever to have a partner who can help establish a talented, reliable, and efficient workforce. Insight Global understands the unique challenges our clients face related to recruiting FTE talent, especially while our clients must remain focused on supporting core business functions. To best support our clients and their talent needs, IG created our RPO Solutions to help our clients achieve a scaled FTE workforce. IG has the recruiting experience and operational maturity necessary to source candidates who have the right technical skillset to support any business or technical function. With IG's RPO Solutions, our clients can efficiently scale their workforce and meet their FTE hiring goals. In all RPO Programs, Insight Global will: - Create an exclusive Talent Solution Partnership to support our clients' large-scale direct hiring needs. - Align an RPO Recruiting team who will operate as an extension of our clients'

TA / HR team to fill all in-scope requirements.

- Reduce operational burden on client's TA / HR / Hiring Managers.
- Enable scalability to meet fluctuations in demand.
- Assume responsibility for enhancing the candidate's experience and our clients' overall brand recognition.
- Create streamlined and efficient recruitment, interviewing and onboarding processes.
- Provide reporting and analytics based on clients' unique needs.

Within our consulting arm, we have services for Cultural and Leadership and Diversity, Equity, Inclusion and Belonging. We offer personalized workshops and consulting based on business needs. Compass is Insight Global's culture consulting service. As culture experts, Compass helps you connect to each other, to your purpose, and to the results that matter most. We conduct workshops for leaders, fostering connection within your company to create a vision and an action plan to realize that vision from the top down. From there, you are prepared to go all in to implement a full-scale culture change within your organization. Insight Global provides a framework for fostering those values and creating a culture that you can be proud of. We're performance minded and believe that Compass isn't about culture for culture's sake. Meaningful change starts when new ways of working lead to better business results, and through this process, your organization will adopt trusted solutions to continuously create better business results. Core practice offerings include Leadership Training, Culture Workshops and Transformation, Manager Training, and Culture Activation to clarify expectations, purpose, and values for the future. Everything we do at Compass starts and ends with connection. When we are connected to each other and our purpose, anything is possible.

Fostering a culture where Diversity, Equity, Inclusion, and Belonging (DEIB) is not only emphasized, but celebrated, is an essential step in empowering the unique voices of your team. Insight Global's DEIB consulting team offers solutions to seamlessly integrate DEIB with your business through custom workshops for your organization, offsite leadership training, and consulting and change management. Our DEIB experts provide training and consulting across every aspect of DEIB, including unconscious bias, defining DEIB, dimensions of diversity, and inclusive communication. We also offer education in promoting allyship and advocacy in the workplace and hiring and onboarding with DEIB values in mind. People who feel valued return value. In fact, teams built on intentional inclusivity boast a 35% higher productivity rate and 25%-35% more profitability. Our mission is to use our DEIB solutions to educate and assist our clients in creating a more equitable and inclusive workforce. Our curriculum is designed to meet organizations where they are, in any stage of DEIB, and grow together. Our solutions help identify an organization's current DEIB acumen, understanding of DEIB principles and practices, reception of current DEIB initiatives (if any), and efforts to ensure psychological safety. After conducting research, we administer learning experiences focused on equipping your teams to purposefully create an environment that attracts diverse talent to enhance your organization. Then, we build off the foundational layers to create a sustainable working environment and achieve the benefits of diversity and belonging. We cover topics, including but not limited to, psychological safety, dimensions of diversity, defining equity, inclusion, & belonging, unconscious bias in hiring & onboarding, inclusive leadership, allyship & advocacy, and inclusive communication.

Our focus on building strong client relationships and maintaining a rapid response time generates unmatched client satisfaction and delivery no matter the services our clients utilize. With our support, Sourcewell participating entities will be able to focus on growing and maintaining their core businesses while we work to exceed the expectations of all stakeholders.

66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategory titles that best describe our services include: Administrative staffing Healthcare staffing Finance and Accounting staffing Creative and Marketing Staffing Engineering Staffing Legal Staffing Industrial Staffing Hospitality Staffing Retail Staffing Customer Service Staffing Sales Staffing Human Resources Staffing Education Staffing Construction Staffing Logisitics and Transportation Staffing Event Staffing Nonprofit Staffing Government Staffing Remote and Virtual Staffing Temporary Staffing Permanent Placement Staffing Executive Search and Recruitment Seasonal Staffing Consulting and Advisory Staffing Diversity and Inclusion Staffing Training and Development Staffing Cultural Staffing Cultural Consulting Services Diversity, Equity, Inclusion and Belonging Services Professional Services
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Table 148: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments	
67	Professional services, such as accounting and finance, executive search, procurement, clerical, administrative, and legal and compliance	☒ Yes ☐ No	Insight Global is capable of sourcing candidates with the skillsets listed.	*
68	Public sector and education health, such as nursing, occupational therapy, speech language pathology, social work, pharmaceuticals, dental, and support roles	☒ Yes ☐ No	Insight Global is capable of sourcing candidates with the skillsets listed.	*
69	Instructional and non-instructional education, such as teaching, interpreting, paraprofessionals, special and alternative education, custodial, food & nutrition, and education administration	☒ Yes ☐ No	Insight Global is capable of sourcing candidates with the skillsets listed.	*
70	Skilled trade and general labor, such as construction, electricians, HVAC technicians, machinists, technicians, welders, mechanics, groundskeepers, painters, custodians, security guards and traffic management	☒ Yes ☐ No	Insight Global is capable of sourcing candidates with the skillsets listed.	*
71	Managed service program and vendor managed solutions, such as procurement, coordination, technology, and management of staffing services provided by various vendors	☒ Yes ☐ No	Insight Global's affiliate company, Monument Consulting, is a global managed service provider (MSP) capable of providing these services.	*
72	Recruitment process outsourcing, such as sourcing, screening, and hiring candidates	☒ Yes ☐ No		
73	Employer of Record (EOR) services	☒ Yes ☐ No		
74	Other related services or solutions that support the staffing process	☒ Yes ☐ No		

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcwell 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 Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing.zip - Wednesday June 12, 2024 13:17:12
- Financial Strength and Stability (optional)
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Requested Exceptions](#) - Contract_Template_RFP_061324_Staffing_Services_Solutions_IG Redlines.docx - Wednesday June 12, 2024 11:51:56
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Wednesday June 12, 2024 13:18:41
- [Upload Additional Document](#) - Question 22 Supporting Documentation_Insight Global.pdf - Wednesday June 12, 2024 11:52:58

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. - Mackenzie Burros, Senior Strategic Account Executive, Insight Global, LLC

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	☒	11
Addendum_11_Staffing_Related_Services_Solutions_RFP_061324 Tue June 4 2024 07:49 PM	☒	2
Addendum_10_Staffing_Related_Services_Solutions_RFP_061324 Thu May 30 2024 02:00 PM	☒	1
Addendum_9_Staffing_Related_Services_Solutions_RFP_061324 Wed May 29 2024 04:12 PM	☒	1
Addendum_8_Staffing_Related_Services_Solutions_RFP_061324 Fri May 24 2024 02:56 PM	☒	4
Addendum_7_Staffing_Related_Services_Solutions_RFP_061324 Mon May 20 2024 06:26 PM	☒	10
Addendum_6_Staffing_Related_Services_Solutions_RFP_061324 Fri May 10 2024 03:25 PM	☒	1
Addendum_5_Staffing_Related_Services_Solutions_RFP_061324 Wed May 8 2024 04:17 PM	☒	5
Addendum_4_Staffing_Related_Services_Solutions_RFP_061324 Tue May 7 2024 02:33 PM	☒	2
Addendum_3_Staffing_Related_Services_Solutions_RFP_061324 Thu May 2 2024 04:45 PM	☒	4
Addendum_2_Staffing_Related_Services_Solutions_RFP_061324 Tue April 30 2024 04:26 PM	☒	2
Addendum_1_Staffing_Related_Services_Solutions_RFP_061324 Mon April 29 2024 03:31 PM	☒	3

**AMENDMENT #1
TO
CONTRACT # 061324-IGT**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **IG True Grit Holdings, LP** ("Supplier").

Sourcewell awarded a contract to the Supplier to provide Staffing with Related Services and Solutions to Sourcewell and its Participating Entities, effective November 6, 2024, through October 24, 2028 ("Contract").

This amendment corrects a scrivener's error in the name of the contract holder.

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

The parties wish to correct a scrivener's error by changing the name of the contract holder to Insight Global LLC, which is listed in the Proposal Line Item #1.

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

Sourcewell

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

Date: 5/7/2025 | 12:01 PM CDT

**IG True Grit Holdings, LP
Now Insight Global LLC**

Signed by:
By: Rachel Dowling
0100AE66753F418...
Rachel Dowling, Managing Director

Date: 5/7/2025 | 8:43 AM CDT