

Solicitation Number: RFP #051623

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Lincoln National, 8801 Indian Hills Dr., Omaha, NE 68114 (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 Group Employee Benefits and Related Services from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires July 19, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

- B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.
- C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

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

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

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

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

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

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

- B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.
- C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

• Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

- B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.
- C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as ecommerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.
- D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:
 - 1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
 - 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.
- E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

- A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:
 - Maintenance and management of this Contract;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Business reviews to Sourcewell and Participating Entities, if applicable.
- B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. Sourcewell does not solicit insurance products and services on behalf of awarded suppliers. The solicitation, placement and servicing of insurance

remains the role of awarded suppliers and their distribution channels. Therefore, the proposed administration fee shall not be considered commissions and should not be paid to Sourcewell as commissions. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

- C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.
- D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.
- E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.
- F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. Use; Quality Control.
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.
- D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

- D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

- A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.
- B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

- A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

- C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.
- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

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

- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

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

- M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.
- O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.
- P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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

22. CANCELLATION

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

Sourcewell	Lincoln National
By: Juny Suwarty Jeremy Schwartz Title: Chief Procurement Officer 7/14/2023 3:48 PM CDT Date:	By: 3157A113C2F848C Mike Walsh Title: Sr. Account Director 7/31/2023 10:45 AM CDT Date:
Approved:	
By: Chad Coauette Title: Executive Director/CEO 7/31/2023 12:26 PM CDT Date:	

RFP 051623 - Group Employee Benefits and Related Services

Vendor Details

Company Name: Lincoln National

Does your company conduct

business under any other name? If

yes, please state:

Lincoln Financial Group

8801 Indian Hills Dr

Address:

Omaha, Nebraska 68114

Contact: Mike Walsh

Email: Mike.Walsh@lfg.com Phone: 619-244-5044

HST#:

Submission Details

 Created On:
 Tuesday April 25, 2023 12:08:37

 Submitted On:
 Monday May 15, 2023 12:38:48

Submitted By: Mike Walsh

Email: Mike.Walsh@lfg.com

Transaction #: b73b54f0-8eae-40c3-8c5e-5081b53f7e7b

Submitter's IP Address: 163.116.248.45

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")	Lincoln National	r
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Lincoln Financial Group	
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	r
4	Provide your CAGE code or Unique Entity Identifier (SAM):	35-0472300	r
5	Proposer Physical Address:	8801 Indian Hills Dr, Omaha Nebraska, USA 68114	r
6	Proposer website address (or addresses):	www.LFG.com	ŕ
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):	Mike Walsh Sr. Account Director mike.walsh@lfg.com 619-244-5044 4250 Executive Square, Ste 700 La Jolla, CA 92037	
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Walsh Sr. Account Director mike.walsh@lfg.com 619-244-5044 4250 Executive Square, Ste 700 La Jolla, CA 92037	
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
	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.	For more than 110 years, Lincoln Financial Group has been dedicated to helping Americans secure better futures for themselves and their loved ones. In 1905, a group of Fort Wayne business leaders came together to create a life insurance company based on dependability, honesty and service. Named after our nation's greatest leader, our company has excelled for over a century at turning challenges into new opportunities for growth and protection—for Americans and America. Today, as Lincoln Financial Group, we're a well-recognized family of companies steeped in our namesake's ideals. We work together with financial professionals, employers and organizations to help individuals and families confidently plan their financial futures and protect their loved ones. Family of companies At Lincoln Financial Group, we work together as a single enterprise focused on supporting, preserving and enhancing people's lifestyles and retirement outcomes. Our parent company, Lincoln National Corporation, and its affiliates operate under the marketing name of Lincoln Financial Group. Our insurance companies THE LINCOLN NATIONAL LIFE INSURANCE COMPANY (FORT WAYNE, IN) The Lincoln National Life Insurance Company is one of the oldest and largest stock insurance companies in the United States. Like Abraham Lincoln, its famous namesake, Lincoln has a commitment to integrity and excellence that began the first day it opened for business in 1905. LINCOLN LIFE & ANNUITY COMPANY OF NEW YORK (SYRACUSE, IN) Lincoln Life & Annuity Company of New York is one of the few licensed insurers in New York state. The company provides a high level of customer service that continues to broaden, introducing additional annuity, retirement planning and insurance products. Our affiliates LINCOLN FINANCIAL ADVISORS® Through more than 2,000 planners nationwide, Lincoln Financial Advisors and Sagemark Consulting offer personalized financial planning services to determine the right strategy for each client. Lincoln Financial Advisors also serves the emp
11	What are your company's expectations in the event of an award?	Our expectations are to partner with Sourcewell and provide the best employee benefits products and services to Sourcewell members.

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.	Lincoln National Corporation #187 on the 2022 Fortune 500 list by revenue, #22 by assets.1 Fourth quarter 2022 On December 31, 2022, Lincoln reported assets under management of \$282 billion, total adjusted statutory capital of approximately \$9.6 billion3 and cash and invested cash of \$960 million at the holding company.4 Key metrics for the fourth quarter 2022 include: Total average account balances of \$280 billion Adjusted operating revenues of \$4.6 billion Net income of \$6 million Adjusted income from operations of \$170 million The Lincoln National Life Insurance Company Lincoln Life & Annuity Company of New York A.M. Best A (2nd highest of 19) Moody's A1 (5th highest of 19) Moody's A1 (5th highest of 21) Standard & Poor's A+ (2nd highest of 21)
13	What is your US market share for the solutions that you are proposing?	Rank \$ millions 1
14	What is your Canadian market share for the solutions that you are proposing?	Our employee benefits is only offered in US at this time.
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?	Agents must be licensed in all states which products are distributed and sold. In partnership with our agents, Lincoln will ensure that the contracts written are bound by the terms of the Master Contract.
	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.	Agents must be licensed in all states which products are distributed and sold. In partnership with our agents, Lincoln will ensure that the contracts written are bound by the terms of the Master Contract. All agents and representatives that sell insurance products for Lincoln must hold a Life and Health insurance license in the state which the group resides. Lincoln representatives and all partnering agents must hold licenses in order to do any business.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable.

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	Best Place to Work for Disability Inclusion For the eight consecutive year, Lincoln Financial earned a 100% score and the honor of Best Places to Work for Disability Inclusion, according to the 2022 Disability Equality Index® (DEI).	
		The Best Employers for Women Lincoln Financial ranks #59 among 300 employers on the list, and the achievement follows its recent inclusion on this year's Forbes Best Employers in America list.	
		World's Most Ethical Companies 2022 Forbes America's Best Employers 2022 2022 Corporate Equality Index (CEI) Forbes Best Employer for Diversity 2022 Forbes Best Employers for Women 2022 Forbes America's Best Employers 2022 Forbes Best Employer for Diversity 2022 2022 Disability Equality Index® 2022 Corporate Equality Index (CEI) 2022 Lincoln Financial Group Receives 100 Percent Rating in Corporate Equality Index Lincoln Financial Group Named to Forbes America's Best Employers 2022 List 2022 Best Life Insurance Company in America 2022 Lincoln Financial Group Recognized as "Best Place to Work for LGBT Equality" in 2022 Corporate Equality Index 2022 Best Life Insurance Company in America	*
20	What percentage of your sales are to the governmental sector in the past three years	20%	*
21	What percentage of your sales are to the education sector in the past three years	10%	*
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?	Sourcewell (currently, \$4M) Self-Insured Schools of California (\$4.2M), Public Risk Innovation Solutions, and Management (11.3M)	*
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?	Not Applicable.	*

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Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Sourcewell	Ryan Donovan	218-894-5461	*
Pima County	Kelsey Braun	520-724-7466	*
County of San Diego	Elaine Pitpit	Available upon request.	*

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 *	
Sourcewell	Government	Minnesota - MN	Life, Disability, Dental and Voluntary products	10,000 employees.	\$3.2M	*
Self Insured Schools of California		California - CA	Life products	30,000 employees	\$4.2M	*
PRISM	Government	California - CA	Life, Disability, Voluntary products	20,000 employees	\$10.2M	*
Texas Schools Pool	Education	Texas - TX	Dental and Life products	20,000 employees	\$13M	*
N.A	Government	Florida - FL	Life, Disability and Voluntary products	12,000 employees	\$6M	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	Lincoln has a sales force of over 180 representatives that distribute employee benefit products to our customers in all 50 states.
27	Dealer network or other distribution methods.	Our primary distribution is through a broker and consultant market and direct to consumer. Lincoln partners with all broker distributors on a national level to supply our customers with employee benefit programs. We will also sell directly to public entity groups in partnership with their procurement and HR teams.
28	Service force.	Our service force consists of over 250 account managers in our local markets we sell business. Account management is primarily responsible for meeting and maintaining relationships and being a direct service representative for our customers. We have over 300 employees located in our home office who are there to support our sales and service teams. We have over 400 claim resources who are available for claim processing of Life, Disability. Voluntary and Dental claims.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Policy placement will be handled by broker distributors and Lincoln financial directly on behalf of Sourcewell customers.
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 certifies coals or providers.	Lincoln can support the program with a single service team. We will assign a dedicated Senior National Account Manager that will be specifically assigned to service the Sourcewell account. Her primary job responsibility will be dedicated to Sourcewell. a. Also please describe the level of account support that will be allocated to this account at your firm on a
	service goals or promises.	day-to-day basis for: i. service support There will be daily service support available for the program as a whole and individual service support for groups and individual members. This will be from all aspects of need, included but not limited to local service support, claims service, implementation and customer service.
		ii. strategic management Strategic meetings will be held necessary as fit. Ideally, we anticipate a minimum of quarterly meetings to review strategy and program management. If strategic meetings need to go up or down from quarterly, we are happy to adjust. Our goal is to provide the level of support Sourcewell, Alliant and member groups need from us. iii. sales and business growth support Sales support and business growth will be reviewed constantly. Mike Walsh will be the lead contact from Lincoln
		for business growth and support. He will work with Alliant on a daily basis to ensure sales and growth goals are hit. iv. and other relevant areas that will require resource dedication from your firm In addition to local account and support for the program and members, we feel that it's necessary to have a dedicated implementation manager who will be familiar with the intricacies of the Sourcewell block of business and on boarding. The most important aspect of bringing a new client on board is to do it quickly and efficiently. We feel if we have a dedicated implementation manager, it will help build rapport with clients and broker partners. Additionally, we will be providing the Sourcewell block with a dedicated claims team for each line of coverage. This will help ensure speedy and quick claim decisions and will enhance the customer experience.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All geographical areas of the US will be served. Employee benefits are not offered in Canada.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We cannot offer employee benefits in Canada. n
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All geographical areas of the US will be served. Employee benefits are not offered in 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?	None.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None.

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Should Lincoln Financial be chosen as the carrier for Sourcewell, one of our goals is to grow the program in new markets and expand the national footprint. We plan to help achieve this in a number of ways. We will first identify any key geographical areas Sourcewell and Alliant feel the program can grow. We will also provide recommendations on areas we feel the Sourcewell program can be a good fit for us. Once geography is figured out, we will help identify any potential co-broker opportunities for the program. Lincoln will facilitate the co-broker meetings between Sourcewell/Alliant. We will also identify any possible groups on a national basis that could be a good fit for the program. Ultimately, we want the Sourcewell program to be an option for all markets to utilize and sell business into. Lincoln has the broker resources and relationships in place to achieve this growth.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As a technology leader, Lincoln is enhancing our systems and online tools on an ongoing basis. This includes utilizing technology over various platforms from direct marketing to our customers, social media, on-line platforms and traditional media outlets.	*
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?	Our view is that Sourcewell will be a recognized name brand within the public sector market and that when Lincoln bids on public sector business the procurement departments at those groups will have familiarity with the value of Sourcewell and will put more trust into the products we are offering. Lincoln wants to partner with Sourcewell as much as possible in growing our business together. We value the relationship that Sourcewell can bring to the table in terms of recognition within the public sector on a national basis and in return, we feel we can provide the services and products Sourcewell has come to expect from their partners.	*
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.	Our products and services are not currently available through an e-procurement ordering process. However, Lincoln will regularly respond to governmental and educational customers who post needs for procurement through these means.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is available for all products Lincoln sells. Training is not mandatory but generally speaking all new customers will take our training as claims processing and administration is covered during these training sessions. Training is free of charge and always offered.	*
41	Describe any technological advances that your proposed products or services offer.	As a technology leader, Lincoln is enhancing our systems and online tools on an ongoing basis; however, we do not anticipate any immediate system upgrades that will directly impact our clients or impact the implementation of benefit plans. We provide advance notification of any planned system upgrades or outages that may impact the client.	*
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.	Lincoln has administrative operations housed in commercial facilities which create minimal direct environmental impact. Lincoln continually strives to lessen the environmental impacts of its operations housed within these facilities, and benchmarks the operation of the facilities using various metrics including those from IFMA, BOMA, Energy Star and LEED-EB. Lincoln invests in projects that reflect long-term, cost-effective improvements while at the same time minimizing environmental impact.Please see attached appendix with more details to this question.	*
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.	Dow Jones Sustainability Index (DJSI) North America	*
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.	Sourcing products and services from businesses that reflect the demographics of our markets contributes to the sustainability of our customers, our company and the communities in which we operate, work and live. A diverse and inclusive supplier base enhances our brand and reputation, aligns with our overarching commitment to diversity and inclusion and expands the breadth of our supplier talent, capabilities and perspectives. Lincoln Financial Group partners with a variety of organizations in the diversity space. Groups must have a national presence, a strong reputation in both our industry and community, high-quality membership, sponsorship opportunities (business and recruiting) and must be relevant to Lincoln's business and to our competition. Organization include but are not limited to: Association of Latino Professionals in Finance and Accounting (ALPFA), Catalyst, gettinghired.com, Human Rights Campaign (HRC), International Association of Black Actuaries (IABA), National Association of Black Accountants, Inc. (NABA), National Black MBA Association, Inc. (NBMBAA), National Sales Network (NSN), National Society of Hispanic MBAs (NSHMBA), Robert Toigo Foundation, The PhD Project, Sentinels of Freedom Women in Insurance & Financial Services (WIFS), Women's Institute for a Secure Retirement (WISER) For a full detail listing of our accreditations, please refer to the 'Equal Employment Opportunity, Non-Discrimination Provisions, and Supplier Diversity' letter in the appendix section.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Lincoln Financial Group has a very unique value proposition that no other carrier can offer. The main contact responsible for Sourcewell if Lincoln is rewarded the business will be Mike Walsh. Mike worked at Sun Life Financial from 2008-2015 and was directly involved in the Sourcewell program with Sun Life and the growth of the program up until the end of 2015. He has also been directly involved with Lincoln Financial and the Sourcewell program currently in place with Lincoln. He has worked directly with Sourcewell, Alliant Insurance and other co-brokers who participate in the Sourcewell program. Some of these relationships include Ryan Donovan, Laura Dwyer (Sourcewell Risk Management), Alliant Insurance Sourcewell repaires and the level of service Sourcewell expects from their contracted partners. Mike was directly involved and oversaw all product and contract design, underwriting decisions, service and implement process and claims management process while at Sun Life. Lincoln Financial also specializes in an LTD product designed for the Public Sector. We offer a LTD product on a voluntary basis that pays a benefit on top of any state offered pension benefit, such as, CALPERS in California or PERA in Minnesota. This value added feature can be offered with any LTD product and is a way for our public sector employees who participate in a state funded pension with disability retirement benefits better protect their income and assets. This product feature is offered in all 50 states and enrollment support and materials are made specific to each individual based on their current retirement disability benefits and employer sponsored plan.	*

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.

Describe any performance standards or guarantees that apply to your services	Performance measures other than implementation satisfaction have a total of 2% of premium and 10% of fees
777	(as applicable) at-risk, not to exceed \$150,000 in a calendar year. The amount at-risk is spread equally among all non-implementation performance measures with penalties paid as described in the Performance Guarantee Agreement. A customer pays \$750,000 in premium and \$50,000 in fees annually. The total amount at-risk for their performance measures is (2% * \$750,000) + (10% * \$50,000) = \$20,000. Their performance measure has 5 non-implementation performance measures on it. Each standard has \$20,000/5 = \$4,000 at-risk annually.
Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Category Performance measures Implementation Satisfaction: Customer will be satisfied with the implementation experience as evidenced by a rating of neutral or better on the post-implementation survey.
	One-time guarantee with \$25,000 at-risk. Claimant Satisfaction 85% of Claimants will respond as "Satisfied" with the overall handling of their claim on a survey.
	Policy Delivery: Amendments Amended Policies will be delivered within 21 business days following receipt of all necessary information by Lincoln. Policy Delivery: New Business Policies will be delivered within 30 business days following receipt of all necessary information by Lincoln. Evidence of insurability (EOI) Timeliness of Determination Lincoln will make a determination for online submissions only on an Employee's EOI status 95% of the time within 10 business days of receipt of complete information. Service Satisfaction Customer is satisfied with the effectiveness, responsiveness, and reliability of the
	Account Manager. Account Management client satisfaction guarantee is based on survey results. Average rating of 4 or higher on a scale of 1-5 will be considered a passing score. Guarantee requires customer to respond to all surveys. Stewardship Reporting Account Manager will present reports on account performance, claim trend, and financial results at least annually. Short-term disability (STD) Acknowledgement (STD) 95% of STD claims will be acknowledged within 3 business days. Claim Coding Accuracy (Financial) (STD) 95% of STD claim financial coding fields in a Claim are accurate. Timeliness of Determination (STD) 95% of STD claims will be determined within 3 business days of receipt of complete information. Timeliness of Initial & Ongoing Payment
	(STD) 95% of checks will be processed within 1 business day of scheduled payment date. Long-term disability (LTD) Acknowledgement (LTD) 95% of LTD claims will be acknowledged within 5 business days of receipt. Claim Coding Accuracy (Financial) (LTD) 95% of LTD claim financial coding fields in a Claim are accurate. Timeliness of Determination (LTD) 95% of LTD claims will be determined within 10 business days of receipt of complete information. Timeliness of Initial & Ongoing Payment (LTD) 95% of checks will be processed within 1 business day of scheduled payment date. Life
	Timeliness of Determination (Life) 95% of Life claims will be determined within 3 business days of receipt of complete information. Leave / FMLA Acknowledgement (FMLA) 95% of FMLA acknowledgement packets are sent within 5 business days, once the request is uploaded to the claims system. Timeliness of Determination (FMLA) 95% of FMLA claims will be determined within 3 business days of receipt of complete information. Call center Claims Intake Abandonment Rate (STD, LTD, & Leave) Calls pertaining to Disability or Leave coming into Lincoln's Claims Intake Call Center will be abandoned at a rate of 5% or less. Claims Intake Average Answer Speed (STD, LTD, & Leave) 80% of calls pertaining to Disability or Leave coming into Lincoln's Claims Intake Call Center will be answered in 30 seconds or less. Intake Customer Satisfaction (STD) 85% of Claimants will respond as "Satisfied" with the handling of the beginning of their claim on a survey. Reporting Claims Reporting

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
48		Group premiums are billed on a monthly basis. Groups will have a 60 day grace period to pay premiums. Once the 60 day grace period is up, a Lincoln Financial service representative will reach out to the group letting them know their premium is due.	*
	Describe any leasing or financing options available for use by educational or governmental entities.	Not applicable.	*
	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.	Lincoln will provide monthly reporting to Sourcewell for the block of business in place with Lincoln. The assigned Sourcewell Lincoln team will respond to requests for proposals. Once the sold coverages have been confirmed, Lincoln will move forward with implementation. Lincoln will provide quarterly reporting to Sourcewell regarding the program and block of business.	*
	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?	Not applicable.	*

Table 11A: Depth and Breadth of Offered Products

Indicate below whether or not each line of coverage is included in your proposal. For each applicable line of coverage describe additional details regarding the proposed coverage offering, such as pricing or enhancements. For any line of coverage not included in your proposal, respond "N/A" or "not applicable" in the additional details column.

Line Item	Line of Coverage	Offered *	Standard Discount Available *	Details of program offering, price, enhancements *
52	Basic Life	G YesC No	© Yes ○ No	Standard Sourcewell discounting will be made available for new prospective clients. Lincoln will enhance the product, pricing or contract we take over when there is availability to do so.
	Basic Accidental Death and Dismemberment	G YesC No		Standard Sourcewell discounting will be made available for new prospective clients. Lincoln will enhance the product, pricing or contract we take over when there is availability to do so.
54	Voluntary Life - Employee	G YesC No	© Yes ○ No	Standard Sourcewell discounting will be made available for new prospective clients. Lincoln will enhance the product, pricing or contract we take over when there is availability to do so.
	Voluntary Accidental Death and Dismemberment - Employee	G YesC No	© Yes ○ No	Standard Sourcewell discounting will be made available for new prospective clients. Lincoln will enhance the product, pricing or contract we take over when there is availability to do so.
56	Voluntary Life - Spouse	© Yes ○ No	© Yes C No	Standard Sourcewell discounting will be made available for new prospective clients. Lincoln will enhance the product, pricing or contract we take over when there is availability to do so.
	Voluntary Accidental Death and Dismemberment - Spouse	© Yes ○ No	© Yes ○ No	Standard Sourcewell discounting will be made available for new prospective clients. Lincoln will enhance the product, pricing or contract we take over when there is availability to do so.
58	Voluntary Life - Child	YesNo	© Yes ○ No	Standard Sourcewell discounting will be made available for new prospective clients. Lincoln will enhance the product, pricing or contract we take over when there is availability to do so.

Table 11B: Depth and Breadth of Offered Products

Indicate below whether or not each line of coverage is included in your proposal. For each applicable line of coverage describe additional details regarding the proposed coverage offering, such as pricing or enhancements. For any line of coverage not included in your proposal, respond "N/A" or "not applicable" in the additional details column.

Line Item	Line of Coverage	Offered *	Standard Discount Available *	Details of program offering, price, enhancements *
59	Short Term Disability	© Yes ○ No	G Yes ○ No	Standard Sourcewell discounting will be made available for new prospective clients. Lincoln will enhance the product, pricing or contract we take over when there is availability to do so.
60	Long Term Disability	© Yes ○ No	© Yes ○ No	Standard Sourcewell discounting will be made available for new prospective clients. Lincoln will enhance the product, pricing or contract we take over when there is availability to do so.
	Voluntary Incremental Long Term Disability (e.g. You may elect any level of coverage, in increments of \$100 between \$500 and \$5,000 per month, provided you don't insure more than 60% of your monthly income.)	© Yes	G Yes ○ No	This plan option is currently available through the Lincoln Financial Group offer with Sourcewell.
	Allow for 70% all sources integration on Long Term Disability. (e.g. The normal maximum is 60%, but if an employee is receiving income from another source (PERA or Social Security Disability), the maximum benefit increases to 70% when all sources of income are considered.)	© Yes ○ No	G Yes ○ No	This plan option is currently available through the Lincoln Financial Group offer with Sourcewell.

63	Dental	© Yes ○ No	G Yes C No	Lincoln PPO network enhancements has extended our provider reach to 117,337 unique providers and 543,545 access points across the country with providers located in every state. In addition to our PPO network, Lincoln also offers the following plans: DHMO, Maximum Allowable Charge, Indemnity, Voluntary, In Network only and ASO. Our expertise in the dental market allows Lincoln to find a solution for any group.
				As part of the Sourcewell program, Lincoln will enhance the benefit offering with an emphasis on wellness and including the following benefits at no additional cost: 2 additional cleanings, Adult Fluoride and Oral Cancer Screenings. In addition, our Dental plans come with a free Epic Hearing Service Plan which provides access to high-quality services and hearing aids at discounted rates.
				Our Dental product also comes with one of the two features at no cost: 1. Maximum Rollover, benefit allows employees to use their unused maximum from a prior year and apply it to the following. Or 2. Max Rewards which doesn't count Type 1 procedures towards the annual calendar year maximum. These two features will be free of charge for the Sourcewell program.
				All of our Dental members are eligible to download our Dental application for their smartphone. This application is free of charge and allows easy access to Dental ID cards, Network Providers, Claims, and details about plan designs that are in place.
				As a standard financial feature, Lincoln will offer on a standard basis either a 24 month rate guarantee with an third year rate cap or a 12 month rate guarantee with a second year rate cap.
64	Vision	© Yes	r Yes r No	As part of the Sourcewell Vision program, members will have access to a fully insured Vision program with a wide range of benefits for protecting vision health. Additionally, Sourcewell members will add a valued offering with easy administration to their benefits portfolio when other lines of products are offered through Sourcewell and Lincoln.
				As a Sourcewell offering, groups will benefit from annual eye exams, benefits for eyeglasses (including retailers like Warby Parker, Walmart, CVS, Target and Costco), benefits for contact lenses, choice of in or out of network care with benefit and reimbursement options and user friendly member services. Our vision plan through Sourcewell will not require an ID card nor are claim forms necessary, Lincoln makes the claim process and visiting the Vision provider easy for Sourcewell members.
				Rates will be guaranteed for a minimum of 24 months with a 36 month option available.
65	EAP	© Yes ○ No	a Yes C No	Lincoln will match the current EAP in place with clients. When available, Lincoln will offer an enhanced version of our EAP called EAP Plus. This program is sometimes offered at an additional cost but when applicable, Lincoln will include at no cost.
66	Accident	© Yes ○ No	G Yes C No	Lincoln's Accident program for Sourcewell will pay employees cash payments if they suffer a covered accidental injury. Our versatile modular design allows Sourcewell members and their employees to tailor the right solutions to align with the core benefits. Lincoln allows more choices and a greater flexibility with our enhanced product offering.
				Groups are underwritten on a group platform, not individual, which allows the product offerings to fit more seamlessly with the other group products. Lincoln also allows groups to choose to administer their plans on a list bill or self bill basis.
				The Sourcewell program for Accident will include a Health Assessment Benefit option, full guarantee issue on an annual basis, portability, spouse and child coverage. Our Health Assessment Benefit option allows employees to get reimbursed for annual tests they are probably getting already: Blood testing, bone marrow test, CEA, Chest X-Ray, Pap smear, Breast Ultrasound, to name a few. This benefit option will be a standard offering for Sourcewell groups.
				In addition, all Sourcewell member groups will get Worksite Travel Accident Assistance free of charge as an added benefit.
67	Critical Illness	© Yes	G Yes ○ No	Lincoln's Critical Illness and Cancer program for Sourcewell pays a lump-sum cash payment upon diagnosis of covered illnesses or events. Our straightforward and flexible design for Sourcewell members allows for coverage of separate conditions and simplifies administration.
				Groups are underwritten on a group platform, not individual, which allows the product offerings to fit more seamlessly with the other group products. Lincoln also allows groups to choose to administer their plans on a list bill or self bill basis.
				The Sourcewell program for Critical Illness and Cancer include flat or incremental benefit offerings, portability, attained age or issue age pricing, spouse and child coverage and five additional riders including: Health Assessment Benefit, Supplemental Conditions, Accidental Injury, Occupational Disease and Recovery Assistance.
				All Sourcewell groups with Critical Illness and Accident will get our Health Advocate service free of charge. Health Advocate makes navigating your health care coverage easier and more understandable. Get unlimited confidential support from an experienced Personal Health Advocate who will answer questions, research treatment options, coordinate benefits, resolve billing and claims issues, and much more. This personal, detailed care will help solve problems and alleviate your concerns about coverage.

68	Cancer	© Yes ○ No	© Yes ○ No	*Cancer is bundled together under one product with Critical Illness making the product offering simpler to enroll and easier to administer. Lincoln's Critical Illness and Cancer program for Sourcewell pays a lump-sum cash payment upon diagnosis of covered illnesses or events. Our straightforward and flexible design for Sourcewell members allows for coverage of separate conditions and simplifies administration. Groups are underwritten on a group platform, not individual, which allows the product offerings to fit more seamlessly with the other group products. Lincoln also allows groups to choose to administer their plans on a list bill or self bill basis. The Sourcewell program for Critical Illness and Cancer include flat or incremental benefit offerings, portability, attained age or issue age pricing, spouse and child coverage and five additional riders including: Health Assessment Benefit, Supplemental Conditions, Accidental Injury, Occupational Disease and Recovery Assistance. All Sourcewell groups with Critical Illness and Accident will get our Health Advocate service free of charge. Health Advocate makes navigating your health care coverage easier and more understandable. Get unlimited confidential support from an experienced Personal Health Advocate who will answer questions, research treatment options, coordinate benefits, resolve billing and claims issues, and much more. This personal, detailed care will help solve problems and alleviate your concerns about coverage.
69	Gap	G Yes	G Yes C No	Lincoln's Hospital Indemnity program for Sourcewell pays a specified lump-sum and/or daily amount when an insured person is admitted or confined to a hospital or other facility for a covered Injury or Sickness. Other included benefits can pay lump-sum or daily amounts for stays in Intensive Care Unit, Emergency Room, Rehabilitation Units, etc. In addition to paying benefits for a confinement or specific injuries, a hospital indemnity plan can also pay benefits for ongoing assistance, as well as benefits that help support recovery. Multiple benefits can be used for the same confinement as a result of a single covered event. Benefits do not coordinate with any other coverage and is not dependent upon the actual cost of care. Benefits are paid directly to the insured to be used in any way they choose. Some examples include, medical plan gaps such as copays or deductibles, and/or living expenses such as mortgage, rent, utilities and groceries. This product will be offered through the employer and typically purchased by the employee with premiums paid through payroll deduction. There is no tie to medical coverage and benefits are paid without regard to medical plan benefits. Two options are offered for the accidental Injury: • On and off-the-job (24 Hour) – Benefits offered for all accidental injuries • Off-the-job" (Non-Occupational) – Excludes work-related accidents The difference being whether work related (on-the-job) accidents and injuries are included in the plan. If included and those injuries occur on the job, it may result in a benefit being payable.
70	Other	© Yes	© Yes ○ No	Lincoln WellnessPATH® is a broad spectrum of our research-based, financial wellness solutions delivered via an interactive online financial wellness tool. Our new online tool is a personalized, interactive solution to help employees set financial goals, prioritize and meet their financial obligations. After completing a short quiz, participants receive a wellness score and actionable steps in four main areas — saving, spending, debt and protection. Features include the ability to aggregate financial accounts, leverage resources and educational tools, establish a budget, monitor cash flow and set goals. WellnessPATH is offered to all customers of Lincoln Financial at no additional cost when a Sourcewell customer.

Table 11C: Depth and Breadth of Offered Products

Indicate below whether or not each contract provision or enhancement is available as part of the coverages included in your proposal. For each applicable contract provision or enhancement identify the attached line(s) of coverage. For any contract provision or enhancement that is not available as part of the coverages included in your proposal, respond "N/A" or "not applicable" in the attached lines of coverage column.

Line Item	Provision/Enhancement	Included *	Extra Cost *	Line of Coverage benefit is attached to and/or details of program offering, price, enhancements *			
71	Able to match all basic plan components for existing groups and new groups	© Yes ○ No	C Yes	There are not currently any deviations to the current plans that will adversely affect the Sourcewell program. Our intent is to match to the in force contract benefits using our standard and contractual language provisions. Lincoln Financial will be including an EAP service free of charge with any LTD product sold. EAP is administered through ComPsych and includes four face to face consultations per year.			
72	Accelerated Death Benefit	 Yes No	○ Yes No	Life			
73	Business Travel	© Yes ○ No	○ Yes No	Life			
74	Child Care Benefit	© Yes	○ Yes	Life			
75	COLA	© Yes ○ No	○ Yes ⓒ No	Disability			
76	Coma Benefit	© Yes	C Yes ⓒ No	Disability, Accident			
77	Common Carrier	© Yes ○ No	C Yes ⓒ No	Life			
78	Conversion to Individual Policy after Termination	© Yes © No	C Yes ■ No	Life			
79	Dependent Education Benefit	€ Yes ○ No	C Yes ■ No	Life and Disability			
80	Disappearance	© Yes © No	C Yes ⓒ No	Life			
81	Drug/Alcohol Limitation	© Yes ○ No	C Yes ⓒ No	Disability			
82	Felonious Assault	YesNo	C Yes € No	Life			
83	Employees can elect spouse and child life without having any employee voluntary life election		∩ Yes	Life			
84	No salary tie on the employee voluntary life election	© Yes C No	∩ Yes • No	Life			

Table 11D: Depth and Breadth of Offered Products

Indicate below whether or not each contract provision or enhancement is available as part of the coverages included in your proposal. For each applicable contract provision or enhancement identify the attached line(s) of coverage. For any contract provision or enhancement that is not available as part of the coverages included in your proposal, respond "N/A" or "not applicable" in the attached lines of coverage column.

Line Item	Provision/Enhancement	Included *	Extra Cost *	Line of Coverage benefit is attached to and/or details of program offering, price, enhancements *
85	Funeral Assistance	F YesC No	∩ Yes No	Life/EAP
86	Grief Healing Services	YesNo	∩ Yes No	Life/EAP
87	Helmet Benefit	YesNo	∩ Yes No	Life
88	Hemiplegia	© Yes	C Yes ⓒ No	Life
89	Layoff/Leave of Absence Coverage	© Yes ○ No	∩ Yes ເ No	All product lines
90	Legal Services	YesNo	C Yes ⓒ No	Disability/EAP
91	Disability Continuation	YesNo	∩ Yes ເ No	Disability/Life
92	Loss of one limb	YesNo	○ Yes No	Life
93	Loss of Sight (One Eye)	YesNo	∩ Yes No	Life
94	Loss of speech	YesNo	C Yes ⓒ No	Life
95	Loss of hearing	YesNo	C Yes ⓒ No	Life
96	Mental/Nervous Limitation	YesNo	∩ Yes No	Disability
97	Online Reporting	YesNo	∩ Yes No	All product lines

Table 11E: Depth and Breadth of Offered Products

Indicate below whether or not each contract provision or enhancement is available as part of the coverages included in your proposal. For each applicable contract provision or enhancement identify the attached line(s) of coverage. For any contract provision or enhancement that is not available as part of the coverages included in your proposal, respond "N/A" or "not applicable" in the attached lines of coverage column.

Line Item	Provision/Enhancement	Included *	Extra Cost *	Line of Coverage benefit is attached to and/or details of program offering, price, enhancements *
98	Paraplegia	F Yes○ No	∩ Yes No	Life, Accident
99	Pension Contribution Benefit		∩ Yes No	Life, Disability
100	Portability	F Yes○ No	∩ Yes No	Life, Disability, Supplemental Health
101	Quadriplegia	YesNo	∩ Yes No	Life
102	Rehabilitation Services	© Yes ○ No	∩ Yes No	Disability
103	Relocation Expense Benefit		C Yes	Disability
104	Return to Work Incentive		∩ Yes No	Disability
105	Seat Belt/Air Bag Benefit		C Yes No	Life, Supplemental Health
106	Survivor Benefit	YesNo	C Yes ■ No	Disability, Supplemental Health
107	Travel Assistance	© Yes ○ No	C Yes No	Life
108	Will Preparation	F Yes○ No	C Yes ■ No	Life

Table 11F: Depth and Breadth of Offered Products - Law Enforcement/Public Safety

Indicate below whether or not each contract provision or enhancement is available as part of the coverages included in your proposal. For each applicable contract provision or enhancement identify the attached line(s) of coverage. For any contract provision or enhancement that is not available as part of the coverages included in your proposal, respond "N/A" or "not applicable" in the attached lines of coverage column.

Line Item	Provision/Enhancement	Included *	Coverage Offered to Paid Employees?	Coverage Offered to Volunteer Employees?	Coverage Offered for On the Job Coverage?	Coverage Offered for Off the Job Coverage?	Details of program offering, price, enhancements	
109	Accident Medical Expense	© Yes ○ No	© Yes ○ No	∩ Yes No	© Yes ○ No	© Yes ○ No	Included with our Sourcewell proposed benefit solutions at no additional cost.	
110	Accidental Death and Dismemberment	G YesC No	© Yes	○ Yes No	© Yes ○ No	© Yes © No	Included with our Sourcewell proposed benefit solutions at no additional cost.	
111	Bereavement	© Yes ○ No	© Yes ○ No	∩ Yes No	© Yes ○ No	© Yes ○ No	Included with our Sourcewell proposed benefit solutions at no additional cost.	
112	Bulletproof Vest	○ Yes No	C Yes ⓒ No	C Yes ⓒ No	○ Yes No	C Yes ⓒ No	Not an available benefit offer.	
113	Bomb Scare	○ Yes No	C Yes	C Yes € No	C Yes	⊂ Yes	Not an available benefit offer.	
114	Burial & Cremation	© Yes ○ No	© Yes ○ No	C Yes € No	YesNo	© Yes ○ No	Included with our Sourcewell proposed benefit solutions at no additional cost.	
115	Felonious Assault & Violent Crime	© Yes ○ No	© Yes ○ No	○ Yes No	YesNo	© Yes ○ No	Included with our Sourcewell proposed benefit solutions at no additional cost.	
116	Child Care Benefit	r Yesr No	© Yes ○ No	C Yes € No	YesNo	© Yes ○ No	Included with our Sourcewell proposed benefit solutions at no additional cost.	
117	Child Survivor Benefit	6 Yes○ No	© Yes ○ No	○ Yes ○ No	6 Yes○ No	© Yes ○ No	Included with our Sourcewell proposed benefit solutions at no additional cost.	
118	College Education	© Yes ○ No	© Yes ○ No	C Yes ⊙ No	6 Yes○ No	© Yes ○ No	Included with our Sourcewell proposed benefit solutions at no additional cost.	
119	Home Alteration/Vehicle Modification	© Yes ○ No	© Yes ○ No	C Yes ⊙ No	6 Yes○ No	⊚ Yes ⊝ No	Included with our Sourcewell proposed benefit solutions at no additional cost.	
120	Owned/Leased Aircraft	© Yes ○ No	© Yes ○ No	C Yes ← No	YesNo	© Yes ○ No	Must be negotiated on a group by group basis.	
121	Pilot	Yes No	© Yes ○ No	C Yes ⓒ No	6 Yes○ No		Must be negotiated on a group by group basis.	
122	Coma	✓ Yes✓ No	€ Yes € No	C Yes ← No		✓ Yes✓ No	Included with our Sourcewell proposed benefit solutions at no additional cost.	
123	Bum	G YesC No	© Yes ○ No	○ Yes	FYes○ No	© Yes ○ No	Included with our Sourcewell proposed benefit solutions at no additional cost.	
124	COBRA	r Yesr No	© Yes ○ No	C Yes ← No	F Yes○ No	© Yes ○ No	Included with Dental.	
125	HIV	G YesC No	C Yes ● No	YesNo	∩ Yes ∩ No	ົ Yes ົ No	Included with supplemental health at no additional cost.	
126	Hepatitis	© Yes ○ No	C Yes € No	✓ Yes✓ No	YesNo	© Yes ○ No	Included with supplemental health at no additional cost.	
127	Medical	G YesC No	∩ Yes No	YesNo	FYes○ No	© Yes ○ No	Included with supplemental health at no additional cost.	
128	Evacuation/Repatriation	F YesC No	∩ Yes	YesNo	YesNo	Yes No	Included with our Sourcewell proposed benefit solutions at no additional cost.	
129	Rehabilitation	✓ Yes✓ No	∩ Yes No	YesNo	YesNo	YesNo	Included with our Sourcewell proposed benefit solutions at no additional cost.	

Table 11G: Depth and Breadth of Offered Products - Municipal Workers/Special Districts

Indicate below whether or not each contract provision or enhancement is available as part of the coverages included in your proposal. For each applicable contract provision or enhancement identify the attached line(s) of coverage. For any contract provision or enhancement that is not available as part of the coverages included in your proposal, respond "N/A" or "not applicable" in the attached lines of coverage column.

Line Item	Provision/Enhancement	Included *	Coverage Offered to Paid Employees?	Coverage Offered to Volunteer Employees?	for On the Job	Coverage Offered for Off the Job Coverage?	Details of program offering, price, enhancements	
130	Accident Medical Expense	G YesC No	G YesC No	○ Yes ⓒ No	G YesC No	YesNo	Included with our Sourcewell proposed benefit solutions at no additional cost.	
131	Accidental Death and Dismemberment	C YesC No	G YesC No	C Yes	✓ Yes✓ No		Included with our Sourcewell proposed benefit solutions at no additional cost.	
132	COBRA	YesNo	G YesC No	○ Yes ○ No	YesNo	YesNo	Included with our Sourcewell proposed benefit solutions at no additional cost.	
133	Coma	YesNo	G YesC No	○ Yes ○ No	YesNo	YesNo	Included with our Sourcewell proposed benefit solutions at no additional cost.	
134	Home Alteration/Vehicle Modification	YesNo	G YesC No	○ Yes ○ No	YesNo	YesNo	Included with our Sourcewell proposed benefit solutions at no additional cost.	
135	Medical Evacuation/Repatriation	G YesC No	G YesC No	○ Yes ○ No	F YesC No	F YesC No	Included with our Sourcewell proposed benefit solutions at no additional cost.	
136	Rehabilitation	G YesC No	r Yes ∩ No	○ Yes ⓒ No	F YesC No	F Yes○ No	Included with our Sourcewell proposed benefit solutions at no additional cost.	
137	Child Care Center Benefit	YesNo	G YesC No	○ Yes ○ No	YesNo	F YesC No	Included with our Sourcewell proposed benefit solutions at no additional cost.	
138	Child Survivor Benefit	YesNo	G YesC No	○ Yes ⓒ No	YesNo	F Yes○ No	Included with our Sourcewell proposed benefit solutions at no additional cost.	
139	College Education Benefit	G YesC No	YesNo	C Yes ⊙ No	© Yes ○ No	© Yes ○ No	Included with our Sourcewell proposed benefit solutions at no additional cost.	

Table 11H: Depth and Breadth of Offered Products - Schools (Employees and Volunteers)

Indicate below whether or not each contract provision or enhancement is available as part of the coverages included in your proposal. For each applicable contract provision or enhancement identify the attached line(s) of coverage. For any contract provision or enhancement that is not available as part of the coverages included in your proposal, respond "N/A" or "not applicable" in the attached lines of coverage column.

Line Item	Provision/Enhancement	Included *	Coverage Offered to Paid Employees?	Coverage Offered to Volunteer Employees?	Coverage Offered for On the Job Coverage?	Coverage Offered for Off the Job Coverage?	Details of program offering, price, enhancements	
140	Accident Medical Expense	YesNo	YesNo	○ Yes No	F Yes○ No	F Yes○ No	Included with our Sourcewell proposed benefit solutions at no additional cost.	
141	Accidental Death and Dismemberment	YesNo	F Yes○ No	C Yes	F YesC No	YesNo	Included with our Sourcewell proposed benefit solutions at no additional cost.	
142	Crisis Death	G YesC No	© Yes ○ No	∩ Yes No	© Yes ○ No	ົ Yes ℂ No	Included with our Sourcewell proposed benefit solutions at no additional cost.	
143	Bereavement and Trauma	G YesC No	© Yes ○ No	∩ Yes ⊙ No	G YesC No	YesNo	Included with our Sourcewell proposed benefit solutions at no additional cost.	
144	Bomb Scare		C Yes C No	∩ Yes ெ No	C Yes ⓒ No	C Yes ⓒ No	N/A - Lincoln does not offer a bomb scare benefit.	
145	Catastrophic Benefit	G YesC No	G YesC No	∩ Yes	YesNo	YesNo	Included with our Sourcewell proposed benefit solutions at no additional cost.	
146	COBRA	G YesC No	G YesC No	∩ Yes ெ No	© Yes ○ No	YesNo	Included with our Sourcewell proposed benefit solutions at no additional cost.	
147	Coma	© Yes	G YesC No	⊂ Yes	YesNo	YesNo	Included with our Sourcewell proposed benefit solutions at no additional cost.	
148	Home Alteration/Vehicle Modification	G YesC No	G YesC No	∩ Yes No	YesNo	YesNo	Included with our Sourcewell proposed benefit solutions at no additional cost.	
149	Medical Evacuation/Repatriation	G YesC No	G YesC No	⊂ Yes	YesNo	YesNo	Included with our Sourcewell proposed benefit solutions at no additional cost.	
150	Rehabilitation	 Yes No	G YesC No	∩ Yes ■ No	F YesC No	YesNo	Included with our Sourcewell proposed benefit solutions at no additional cost.	
151	Child Care Benefit	G YesC No	G YesC No	⊂ Yes ∈ No	YesNo	YesNo	Included with our Sourcewell proposed benefit solutions at no additional cost.	
152	College Education Benefit	e Yes○ No	G YesC No	○ Yes No	YesNo	YesNo	Included with our Sourcewell proposed benefit solutions at no additional cost.	
153	Child Survivor Benefit	YesNo	r Yesr No	∩ Yes • No	YesNo	YesNo	Included with our Sourcewell proposed benefit solutions at no additional cost.	
154	Coverage to/from activity or event	6 Yes○ No	⊚ Yes ⊝ No	∩ Yes • No	© Yes ○ No	© Yes ○ No	Included with our Sourcewell proposed benefit solutions at no additional cost.	
155	Overnight stays related to the activity	G YesC No	∩ Yes ∩ No	∩ Yes ெ No	G YesC No	YesNo	Included with our Sourcewell proposed benefit solutions at no additional cost.	

Table 11I: Depth and Breadth of Offered Products - Emergency Services (Fire, Police, EMS, etc.)

Indicate below whether or not each contract provision or enhancement is available as part of the coverages included in your proposal. For each applicable contract provision or enhancement identify the attached line(s) of coverage. For any contract provision or enhancement that is not available as part of the coverages included in your proposal, respond "N/A" or "not applicable" in the attached lines of coverage column.

Line Item	Provision	Enhancement	Included *	Coverage Offered to Paid Employees?	Coverage Offered to Volunteer Employees?	Coverage Offered for On the Job Coverage?	Coverage Offered for Off the Job Coverage?	Details of program offering, price, enhancements
156	Permanent Impairment for heart		⊚ Yes ⊜ No	YesNo	∩ Yes No	YesNo	⊚ Yes ⊜ No	Included with our Sourcewell proposed benefit solutions at no additional cost.
157		No age reduction or benefit reduction due to age	€ Yes € No	© Yes	∩ Yes ເ No	€ Yes € No	© Yes ○ No	Included with our Sourcewell proposed benefit solutions at no additional cost.
158		No qualification periods	© Yes ○ No	€ Yes ⊖ No	∩ Yes	YesNo	YesNo	Included with our Sourcewell proposed benefit solutions at no additional cost.
159	Permanent Impairment for Illness		← Yes ← No	© Yes ○ No	○ Yes ○ No	☐ Yes ☐ No	● Yes ○ No	Included with our Sourcewell proposed benefit solutions at no additional cost.
160		No qualification periods	G YesC No	© Yes ○ No	∩ Yes ெ No	G YesC No	⊚ Yes ⊜ No	Included with our Sourcewell proposed benefit solutions at no additional cost.
161		Pay based on impairment rating regardless of ability to work (e.g. not tied to disability)	© Yes © No	© Yes	○ Yes ⓒ No	© Yes ○ No	© Yes © No	Included with our Sourcewell proposed benefit solutions at no additional cost.
162	Family Expense Benefit		© Yes ○ No	YesNo	○ Yes No	© Yes ○ No	⊚ Yes ⊜ No	Included with our Sourcewell proposed benefit solutions at no additional cost.
163		Reimbursement without daily maximum		© Yes ○ No	∩ Yes ເ No		© Yes ○ No	Included with our Sourcewell proposed benefit solutions at no additional cost.
164		Including loss of income	⊚ Yes ⊝ No	© Yes ○ No	○ Yes No	© Yes ○ No	⊚ Yes ⊜ No	Included with our Sourcewell proposed benefit solutions at no additional cost.
165	Disability			€ Yes € No	∩ Yes ເ No	Yes No		Included with our Sourcewell proposed benefit solutions at no additional cost.
166		Lifetime benefit available for total disability due to Injury for volunteers/part-time employees; up to a 5-year benefit period for full-time employees	 Yes No	© Yes	C Yes ♠ No	● Yes ○ No	• Yes • No	Included with our Sourcewell proposed benefit solutions at no additional cost.
167		Lifetime benefit available for total disability due to Injury for volunteers/part-time employees; up to a 5-year benefit period for full-time employees	€ Yes ○ No	© Yes	○ Yes No	© Yes ○ No	© Yes ○ No	Included with our Sourcewell proposed benefit solutions at no additional cost.
168		Benefit up to Age 67 or 5 years, whichever is greater, for total disability due to Illness for volunteers/part-time employees; up to a 5-year benefit period?	€ Yes ○ No	© Yes ○ No	← Yes	© Yes ○ No	© Yes ∩ No	Included with our Sourcewell proposed benefit solutions at no additional cost.
169		Partial disability from injury or illness pays up to 100% limit of total disability benefit amount and up to Age 67 or 5 years, whichever is greater, for volunteers/part-time employees.	© Yes ○ No	© Yes ○ No	C Yes	© Yes ○ No	© Yes ○ No	Included with our Sourcewell proposed benefit solutions at no additional cost.
170	First Responder Assistance Program (FRAP)		○ Yes No	○ Yes No	○ Yes ○ No	○ Yes	∩ Yes • No	Lincoln does not offer a benefit specific to first responders.
171		Not just for PTSD, all needs whether personal or vocational in nature	େ Yes ೧ No	© Yes ○ No	⊂ Yes ⊙ No	© Yes ○ No	⊙ Yes ⊙ No	Included with our Sourcewell proposed benefit solutions at no additional cost.
172		Available to family members living in member's/employee's residence	© Yes ○ No	© Yes ○ No	∩ Yes ⊚ No	Yes No	⊚ Yes ⊜ No	Included with our Sourcewell proposed benefit solutions at no additional cost.
173		Included with our A&H offering	∩ Yes No	∩ Yes No	⊂ Yes ເ No	∩ Yes ເ No	∩ Yes No	N/A
174	24-Hour AD&D Policy		YesNo	YesNo	∩ Yes ເ No	YesNo	© Yes ○ No	Included with our Sourcewell proposed benefit solutions at no additional cost.
175		FRAP can be included as well	C Yes ■ No	C Yes	∩ Yes	C Yes	∩ Yes No	Lincoln does not offer a benefit specific to first eresponders only.
176		Option to include an additional Line of Duty Injury Death Benefit	€ Yes € No	YesNo	∩ Yes • No	YesNo	© Yes ○ No	Included with our Sourcewell proposed benefit solutions at no additional cost.

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
178	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.	Lincoln will work directly with Alliant Insurance Services so that all members receive the proper pricing. Additionally, we will work together to track and manage all new business sales including reporting for those sales on a quarterly basis. Lincoln will also send Sourcewell monthly statements with sales details and administration fee details for each policy holder.	*
179	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.	We will provide a full review of claims annually. We feel a bi-annual review of claims data will be needed to effectively monitor pool performance and offer any recommendations for pool improvement. Claims data will be provided in an excel document with key identifiers to show claims activity. This data will be available at the individual group level.	*
180	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. Sourcewell does not solicit insurance products and services on behalf of awarded suppliers. The solicitation, placement and servicing of insurance remains the role of awarded suppliers and their distribution channels. Therefore, the proposed administration fee shall not be considered commissions and should not be paid to Sourcewell as commissions. 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.)	Sourcewell will be compensated 2% of all premium received - Insurance licensing will not be required and the fee will not be considered a commission.	*

Table 14: Exceptions to Terms, Conditions, or Specifications Form

Line Item 181. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the Exceptions to Terms, Conditions, or Specifications Form immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

Documents

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

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Pricing Pricing.pdf Wednesday May 10, 2023 14:09:09
 - Financial Strength and Stability LFG Financial Strength Employer Flyer.PDF Wednesday May 10, 2023 14:15:16
 - Marketing Plan/Samples Enrollment Marketing.zip Monday May 15, 2023 12:30:14
 - WMBE/MBE/SBE or Related Certificates CORPORATE SOCIAL RESPONSIBILITY REPORT.PDF Wednesday May 10, 2023 14:20:12
 - Warranty Information SAMPLE PERFORMANCE GUARANTEE.pdf Monday May 15, 2023 12:33:11
 - Standard Transaction Document Samples Master Application_SAMPLE.pdf Wednesday May 10, 2023 14:26:58
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

- Michael Walsh, Senior Account Director, Lincoln Financial Group

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- Michael Walsh, Senior Account Director, Lincoln Financial Group

- Michael Walsh, Michae

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Group_Employee_Benefits_RFP_051623 Mon May 1 2023 07:57 AM	N	2
Addendum_3_Group_Employee_Benefits_RFP_051623 Thu April 27 2023 08:10 AM	IV	1
Addendum_2_Group_Employee_Benefits_RFP_051623 Thu April 6 2023 12:12 PM	IVI	1
Addendum_1_Group_Employee_Benefits_RFP_051623 Thu March 30 2023 03:46 PM	M	1