

# Solicitation Number: RFP #051623

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Reliance Standard Life Insurance Company**, 1700 Market Street, Suite 1200, Philadelphia, PA 19103 (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 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 parties acknowledge that not all of Supplier's products and services are available outside of the United States.

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 governmentowned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

### 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

 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
 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, in reference to Table 13, Question 180 of Supplier's Proposal, the negotiated administrative fee Supplier will pay to Sourcewell on all Equipment, Products, and Services provided to Participating Entities, is a flat perpetual two percent (2%) for any business sold and in force under this 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. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

# 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the

end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

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

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

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

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

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

# **11. INDEMNITY AND HOLD HARMLESS**

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

# **12. GOVERNMENT DATA PRACTICES**

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

### 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

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

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

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

2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

### 14. GOVERNING LAW, JURISDICTION, AND VENUE

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

### **15. FORCE MAJEURE**

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

### **16. SEVERABILITY**

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

# **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

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.
 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

Reliance Standard Life Insurance Company

DocuSigned by: Jeremy Schwartz -C0FD2A139D06489.. Bv:

Jeremy Schwartz Title: Chief Procurement Officer

8/15/2023 | 2:40 PM CDT Date: By: OFB4C63912A5418...

JoAnne Doyle Title: VP of Sales

8/16/2023 | 5:53 AM PDT Date:

Approved:

DocuSigned by: -48BAF71B0894454 By:

Chad Coauette Title: Executive Director/CEO

8/16/2023 | 8:48 AM CDT Date:

Date.

# **RFP 051623 - Group Employee Benefits and Related Services**

### **Vendor Details**

Company Name:	Reliance Matrix
Does your company conduct business under any other name? If yes, please state:	Reliance Standard Life Insurance Company
Address:	3601 Minnesota Drive Suite #910 Bloomington, Minnesota 55435
Contact:	Kevin Dreier
Email:	kevin.dreier@rsli.com
Phone:	612-483-3511
HST#:	36 0883760

### **Submission Details**

Created On:	Friday March 31, 2023 13:00:15
Submitted On:	Tuesday May 16, 2023 12:05:01
Submitted By:	Kevin Dreier
Email:	kevin.dreier@rsli.com
Transaction #:	3cf6446a-df63-4668-8088-fb28e15567ec
Submitter's IP Address:	38.98.204.4

### 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 *	
	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Reliance Standard Life Insurance Company	*
	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Matrix - We have rebranded to Reliance Matrix as Matrix is the administrator of our FMLA	*
	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	EIN #36 0883760	*
5	Proposer Physical Address:	3601 Minnesota Drive, Suite #910 Bloomington, MN 55435	*
6	Proposer website address (or addresses):	www.reliancestandard.com	*
	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):	Kevin Dreier Senior Sales Consultant	*
	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kevin Dreier Senior Sales Consultant Reliance Standard Life Insurance Company 3601 Minnesota Drive, Suite #910 Bloomington, MN 55435 (952) 252-2912 kevin.dreier@rsli.com	*
	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 *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Reliance Standard is part of the Tokio Marine Group of Companies in the United States and worldwide. We are A++ rated by AM Best - We are the 6th largest insurer worldwide - only carrier to be upgraded by AM Best during Covid -	*
11	What are your company's expectations in the event of an award?	We want to grow with you and partner to become the most efficient and user-friendly vendor for employee benefits including life, disability, dental, vision, limited medical, critical illness, hospital indemnity, and accident coverage. Superior technology to administer, first class coverage with strong contractual language, and extended rate guarantees	*
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.	One of only a few carriers to be A++ rated by AM Best - 6th largest insurer worldwide - coverage in all 50 states - one of only a few that can insure state mandated plans in all mandated states - the largest FMLA administrator in the United States.	*
13	What is your US market share for the solutions that you are proposing?	We are a top 10 provider of life and disability in the United States	*
14	What is your Canadian market share for the solutions that you are proposing?	We can cover Canadians with certain percent of total lives guidelines	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Never	*
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?	We are a United States insurance carrier for all ancillary benefits	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We are filed and approved in all 50 states for all lines of ancillary coverage	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

### Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
	Describe any relevant industry awards or recognition that your company has received in the past five years	A++ AM Best Rated. One of the top absence management carriers. Top 10 life and disability carrier. Full ancillary line carrier: Life, short-tyerm and long-term disability, dental, vision, ASO disability, FMLA, ADA, State Mandated Benefits, critical illness, accident, hospital indemnity, business travel accident	*
	What percentage of your sales are to the governmental sector in the past three years	This is one of the top four fastest industries in sold cases and premium. We also have blocks of business in this sector.	*
	What percentage of your sales are to the education sector in the past three years	education and public entities are one of the fastest growing sectors in growth.	*
	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?	We have blocks of business in this sector that were all brought to us through agents and agencies.	*
		We sell all lines of coverage through independent agents and agencies. We also have distribution through benefit admin platforms and general agent agreements.	*

#### 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 *	
References supplies at finalist meetings upon request		References supplies at finalist meetings upon request	*
References supplies at finalist meetings upon request		References supplies at finalist meetings upon request	*
References supplies at finalist meetings upon request		References supplies at finalist meetings 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 *
References supplies at finalist meetings upon request	Government	Minnesota - MN	References supplies at finalist meetings upon request	References supplies at finalist meetings upon request	References supplies at finalist meetings upon request
References supplies at finalist meetings upon request	Education	South Dakota - SD			References supplies at finalist meetings upon request
References supplies at finalist meetings upon request	Non-Profit	Iowa - IA	References supplies at finalist meetings upon request		References supplies at finalist meetings upon request
References supplies at finalist meetings upon request	Government	Wisconsin - WI			References supplies at finalist meetings upon request
References supplies at finalist meetings upon request	Education	Minnesota - MN	References supplies at finalist meetings upon request	References supplies at finalist meetings upon request	References supplies at finalist meetings upon request

#### 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.	We are a top 10 ancillary lines carrier on the United States with A++ AM Best ratings. We work in all 50 states and have 26 sales offices around the US.	*
27	Dealer network or other distribution methods.	We work with independent brokers, agencies, general agents, and virtually all kinds of HRIS systems and benefit admin systems throughout the United States.	*
28	Service force.	We have service support in all offices throughout the US along with claims staff in Philadelphia, Hawthorne, and Phoenix.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Service is handled by a dedicated account manager to assist with service, claims, and billing. There is a national 800 call center also to assist.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The service model has a dedicated account manager, claims team, and national call center to assist in all aspects of administering each case.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Very willing to team with Sourcewell. We have GA overrides, administration overrides, and commissions that can be split to cover all aspects and tiers of marketing and sales.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	More limited but we can handle Canada employees within certain thresholds.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Canada is more on a case by case basis	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We can cover all these types of industries.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	All are covered under our productrs	*

### 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.	We have the ability to work with countless benefit admin platforms. Many are offered free of charge through admin fees and GA agreements. We can assist in enrollment, administration, and service. Being a top ancillary carrier and one of the largest absence management administrators allows us the ability to offer coverage and administration that is tops in the industry.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our technology is one of the best in the industry. Matrix is our technology platform for absence management. They are also our claims engine as we are 100% integrated. To the point we have rebranded our name to Reliance Matrix. We have many API integrations which make administration not only more advanced, but much stronger in privacy (we only tap into system to get eligibility and claims information at point of claim versus sending countless EDI feeds which are cumbersome as well as highly suceptable for privacy leaks	*
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?	We can integrate as much or as little as you wish. From API integration to self-administered billing, to EOI integration. Simply put, we have it all available.	*
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.	All procurement can be done though our E-services. Can be much better explained during a finalist meeting.	*

#### 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.	All training is available for administration, systems, claims, self-admin billing, etc. It is our local office's responsibility to provide the best service in the industry.	*
41	Describe any technological advances that your proposed products or services offer.	Absence radar (patent pending), API technology, complete claim integration (one call covers all coverages), claims through telephonic, on-line, mobile.	*
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.	We try to be as electronic dependent as possible. This can be achieved through electronic administration, electronic contracts, electronic claim filing, ets	*
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.	No third-party issues. We can have GA agreements, third party platform agreements and agency agreements that can spell out any green initiatives necessary to perform the agreed upon services.	*
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.	Our company motto is "Good Company". This is how we conduct business with integrity, fun, and wellbeing of our local office territories.	*
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?	Complete absence integration, single service model, naitonal account responsiveness, extremely strong contracts, and enhancements that our competitors simply do not have (extended disability on LTD, critical illness on life, On Call International travel accident assistance and coverage, EAP through one of the strongest carriers in the industry to ensure the plan is of value and not an inconvenience with unlimited access and goal of participation.	*

### Table 9: Performance Standards or Guarantees

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

Line Item	Question	Response *	
46	Describe any performance standards or guarantees that apply to your services	We offer PSPG's to national agreements of which Sourcewell would obtain if chosen.	*
	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	See above - We can go over this if we earn a finalist meeting.	*

### **Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
48	Describe your payment terms and accepted payment methods.	List bill for groups under 100, self-administration for any size client, direct bills from approved benefit admin platforms (ADP/EASE/EE Navigator, UKG, Workday/Selerix/etc)	*
49	Describe any leasing or financing options available for use by educational or governmental entities.	Monthly, quarterly, semi-annual, and annual billing options through direct billing, self admin billing, or benefit admin platforms.	*
	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.	All forms are available on-line with assistance from the assigned account manager.	*
	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?	All billing options can be explained at finalist meeting if earned.	*

#### 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	© Yes ∩ No	ଜ Yes ୮ No	Infinite options from flat to times earnings - pricing enhancements for package deals, plans including worksite products (Cl/Accident/HI) - life waiver to age 70 after 6 months (most only to age 65 after 9 months) - critical illness rider that works like an LTC product - Bereavement counseling or EAP - multiple age reduction options - extended rate guarantees
53	Basic Accidental Death and Dismemberment	© Yes ⊂ No	© Yes C No	Exact same as life above as AD&D is virtually always part of the base life package
54	Voluntary Life - Employee	ତ Yes ୦ No	€ Yes ⊂ No	Either stand-alone voluntary life or supplemental life included on top of employer paid base life - High guarantee issue limits, multiple age reductions - Dependent life available up to 100% of employee election on supplemental life - Voluntary Life can be spouse only without employee being required to elect coverage - Portability and Conversion
55	Voluntary Accidental Death and Dismemberment - Employee	<pre>     Yes     No </pre>	© Yes ⊂ No	Up to \$500,000 coverage available - Can include many optional features (disappearance / education / total loss of use / coma / exposure and disappearance / seatbelt & airbag / Conversion
56	Voluntary Life - Spouse	● Yes ○ No	ଙ୍Yes ୦ No	See voluntary life employee above
57	Voluntary Accidental Death and Dismemberment - Spouse	r Yes ⊂ No	© Yes ⊂ No	Same as voluntary AD&D employee
58	Voluntary Life - Child	© Yes ⊂ No	© Yes C No	Same as voluntary life employee

#### 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	୍ତ Yes ୦ No	© Yes ℃ No	Single definition of disability (inability due to accident or sickness from being able to perform one or more material duty). No income loss ever required in definition. Further, partial disability covers all the way to 100% or pre-disability earnings (most cease at 80%)
60	Long Term Disability	☞ Yes ○ No	€ Yes € No	Same as above but also include specified disability rider, extended disability rider, and own occ for 2, 5, or to age 65. Benefits available to 2 years, 5 years, or to social security normal retirement age.
	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 ∩ No	σ Yes C No	Standard contract to \$7500 monthly
	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 C No	Available upon request
63	Dental	Yes     No     No	ତ Yes ୦ No	Partnership with Ameritas. Our paper but utilize one of the largest dental providers in the country.
64	Vision	<pre>     Yes     No </pre>	ି Yes ି No	Eye Med and VSP available (can also offer dual option with both).
65	EAP	ତ Yes ୦ No	ଜ Yes ୦ No	Can be included with life or LTD
66	Accident	ົYes ∩No	ି Yes ୮ No	Three plan options. Only difference is higher schedules. Multiple commission options.
67	Critical Illness	ົ Yes ⊂ No	ଜ Yes ୦ No	Multiple options with many trigger's available.
68	Cancer		ଜ Yes ୮ No	Included in our critical illness plan (all inclusive)
69	Gap	© Yes ○ No	ଜ Yes ୦ No	Available through a different distribution and sales rep. We integrate completely though with joint sales.
70	Other	G Yes C No	ic Yes ⊂ No	Business travel accident, FMLA, ADA, ASO disability, state mandatory benefits

### 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 © No	Endless plan variations
72	Accelerated Death Benefit	© Yes ⊂ No	⊂ Yes ፍ No	Available on employer and employee paid benefits
73	Business Travel	ି Yes ୦ No		Stand-alone coverage with separate rate and annual premium
74	Child Care Benefit	© Yes © No	⊂ Yes ● No	Included in AD&D and LTD coverages
75	COLA	୍ତ Yes ୦ No	© Yes ⊂ No	Can be added to LTD contract. Cost associated as it increases the income replacement and benefit
76	Coma Benefit	© Yes © No	⊂ Yes ● No	Included in statndard critical illness, accident, and AD&D contracts
77	Common Carrier	୍ତ Yes ୦ No	© Yes ⊂ No	Slight increase to standard life rate
78	Conversion to Individual Policy after Termination	© Yes © No	© Yes ⊂ No	Can be added to LTD or life
79	Dependent Education Benefit	୍ତି Yes ୦ No	C Yes ● No	Part of LTD and AD&D
80	Disappearance	ତ Yes ୦ No	⊂ Yes ● No	Standard on Vol AD&D
81	Drug/Alcohol Limitation	ତ Yes ୦ No	∩ Yes ⊛ No	Standard on LTD
82	Felonious Assault	⊂ Yes © No	⊂ Yes ເ⊂No	N/A
83	Employees can elect spouse and child life without having any employee voluntary life election	© Yes ⊂ No	C Yes © No	Standard as part of our voluntary life contract. Not supplemental but voluntary life trust product
84	No salary tie on the employee voluntary life election	⊂ Yes ● No	© Yes € No	N/A

### Table 11D: Depth and Breadth of Offered Products

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	© Yes ⊂ No	∩Yes €No	EAP
86	Grief Healing Services	<pre>     Yes     No </pre>	∩Yes ፍNo	EAP
87	Helmet Benefit	C Yes € No	⊂ Yes © No	N/A
88	Hemiplegia	<pre>     Yes     No </pre>	⊂ Yes © No	Accident
89	Layoff/Leave of Absence Coverage	<pre>     Yes     No </pre>	C Yes ☞ No	Standard on most contracts
90	Legal Services	i Yes ⊂ No	⊂ Yes © No	EAP
91	Disability Continuation	i Yes ⊂ No	C Yes ☞ No	Standard 6 months on disability contracts
92	Loss of one limb	<pre>     Yes     No </pre>	⊂ Yes © No	AD&D
93	Loss of Sight (One Eye)	i Yes ⊂ No	∩Yes ᅊNo	AD&D
94	Loss of speech	i Yes ⊂ No	∩Yes ©No	AD&D
95	Loss of hearing	© Yes ⊂ No	∩Yes ᅊNo	AD&D
96	Mental/Nervous Limitation	© Yes ⊂ No	C Yes € No	Standard on LTD
97	Online Reporting	<pre>     Yes     No </pre>	∩ Yes € No	Available

### Table 11E: Depth and Breadth of Offered Products

Line Item	Provision/Enhancement	Included *	Extra Cost *	Line of Coverage benefit is attached to and/or details of program offering, price, enhancements *
98	Paraplegia	© Yes ⊂ No	∩Yes €No	Accident
99	Pension Contribution Benefit	© Yes ⊂ No	res ⊂No	LTD
100	Portability	i© Yes ⊂ No	∩Yes €No	Life, critical illness, hospital indemnity, accident
101	Quadriplegia	© Yes ⊂ No	∩Yes €No	Accident
102	Rehabilitation Services	ି Yes ୦ No	∩Yes €No	LTD
103	Relocation Expense Benefit	⊂ Yes © No	∩Yes €No	N/A
104	Return to Work Incentive	ି Yes ୦ No	ି Yes ଜ No	LTD
105	Seat Belt/Air Bag Benefit	© Yes ⊙ No	ି Yes ଜ No	Life
106	Survivor Benefit	© Yes ⊂ No	CYes €No	Standard on LTD
107	Travel Assistance	© Yes ⊂ No	ି Yes ଜ No	Included on life and LTD
108	Will Preparation	<pre>     Yes     No </pre>	∩Yes ©No	EAP

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

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 ୦ No	● Yes ○ No	ତ Yes ୦ No	ି Yes ମ No	Under our voluntary accident plan
110	Accidental Death and Dismemberment	<pre>     Yes     No </pre>	© Yes ⊂ No	€ Yes ⊂ No	G Yes C No	In Yes In C No	Under voluntary AD&D (VAR)
111	Bereavement	© Yes ⊂ No	© Yes ⊂ No	● Yes ⊂ No	© Yes ⊂ No	<pre>     Yes     No </pre>	Under Base Life
112	Bulletproof Vest	⊂ Yes ເ⊂ No	⊂ Yes © No	⊂ Yes € No	⊂ Yes ● No	⊂ Yes € No	N/A
113	Bomb Scare	© Yes ◯ No	୍ତ Yes ୦ No	I YesC No	<pre>     Yes     No </pre>	୍ତ Yes ୦ No	As part of our EAP that can be included on base life or base LTD
114	Burial & Cremation	© Yes © No	€ Yes € No	€ YesC No	<pre>     Yes     No </pre>	© Yes ⊂ No	Under employee paid or employer paid life
115	Felonious Assault & Violent Crime	C Yes ⊛ No	C Yes © No	⊖Yes ⊛No	C Yes ☞ No	⊂ Yes ∉ No	Exclusion on our life and disability products.
116	Child Care Benefit	<pre></pre>	୍ତ Yes ୦ No	● Yes ⊂ No	© Yes ◯ No	୍ତ Yes ୦ No	Included on both life and LTD
117	Child Survivor Benefit	⊂ Yes ⊛ No	⊂ Yes © No	⊂ Yes ◎ No	C Yes ◎ No	⊂ Yes ◎ No	Included on LTD
118	College Education	ົYes ⊂No	ତ Yes ୦ No	© Yes ⊂ No	© Yes ◯ No	i⊂ Yes ⊂ No	Life
119	Home Alteration/Vehicle Modification	<pre>     Yes     No </pre>	ତ Yes ୦ No	© Yes ⊜ No	ତ Yes ୦ No	ତ Yes ୦ No	LTD
120	Owned/Leased Aircraft	<pre>     Yes     No </pre>	ତ Yes ୦ No	© Yes ⊂ No	G YesC No	© Yes ◯ No	BTA and Life with approval
121	Pilot	ເ⊂ Yes ⊂ No	ତ Yes ୦ No	i Yes ⊂ No	ତ Yes ୦ No	ଜ Yes ୦ No	Life and LTD with approval
122	Coma	<pre>     Yes     No </pre>	© Yes ⊂ No	G Yes C No	G Yes C No	G YesC No	CI - AD&D - LTD
123	Bum	ເ⊂ Yes ⊂ No	ି Yes ୦ No	© Yes ⊂ No	ົYes ⊂No		Accident
124	COBRA	⊂ Yes ⊂ No	© Yes ⊂ No	⊂ Yes © No	ົYes ⊂No	G YesC No	Life in MN, dental, vision
125	HIV		ି Yes ୦ No	⊂ Yes © No	ົYes ⊂No	ି Yes ୦ No	Disability
126	Hepatitis	<pre>     Yes     No </pre>	© Yes ⊂ No	⊂ Yes ⊂ No	ົYes ⊂No	© Yes ⊂ No	Disability
127	Medical	C Yes ᅊ No	C Yes € No	C Yes @ No	C Yes ● No	C Yes € No	We do not offer medical coverage
128	Evacuation/Repatriation	ົ Yes ⊂ No	i⊂ Yes ⊂ No	⊂ Yes ∉ No	ົYes ⊂No	i⊂ Yes ⊂ No	Travel assistance and coverage, AD&D
129	Rehabilitation	<pre></pre>	୍ତ Yes C No	C Yes ● No	୍ତ Yes ೧ No	ଜ Yes ୦ No	LTD

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#### 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 *	Offered to Paid	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
130	Accident Medical Expense	<pre>     Yes     No </pre>	ତ Yes ୦ No	⊂Yes ©No	© Yes ⊂ No	© Yes ⊂ No	Accident
	Accidental Death and Dismemberment	<pre>     Yes     No </pre>	© Yes ⊂ No	⊂ Yes © No	ົYes ⊂No	<pre>     Yes     No </pre>	AD&D
132	COBRA	● Yes ○ No	i Yes ∩ No	CYes €No	ି Yes ୦ No	● Yes ○ No	Life in MN, dental, vision
133	Coma	<pre>     Yes     No </pre>	i⊂ Yes ⊂ No	⊂ Yes € No	rēYes ⊂No	● Yes ○ No	Accident / Critical Illness / AD&D
	Home Alteration/Vehicle Modification	● Yes ○ No	C Yes C No	⊂Yes ©No	୍ତ Yes ୦ No	● Yes ○ No	LTD
135	Medical Evacuation/Repatriation	<pre>     Yes     No </pre>	<pre></pre>	⊂ Yes © No	re Yes ⊂ No	<pre>     Yes     No </pre>	AD&D / Travel Assistance
136	Rehabilitation	<pre>     Yes     No </pre>	i Yes ⊂ No	⊂Yes ©No	í€Yes ⊂No	i© Yes ⊂ No	LTD, Accident
137	Child Care Center Benefit	<pre>     Yes     No </pre>	re Yes ⊂ No	⊂ Yes © No	re Yes ⊂ No	i Yes ⊂ No	AD&D, LTD
138	Child Survivor Benefit	● Yes ○ No	● Yes ○ No	∩Yes ©No	í® Yes ⊂ No	● Yes ○ No	LTD
139	College Education Benefit	ເ⊂ Yes ⊂ No	r Yes ∩No	∩Yes €No	© Yes ⊂ No	ି Yes ି No	AD&D

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

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	● Yes ○ No	⊛ Yes ⊂ No	í Yes ⊂ No	© Yes ⊂ No	<pre>     Yes     No </pre>	Accident Plan
141	Accidental Death and Dismemberment	<pre>     Yes     No </pre>	ົ Yes ⊂ No	<pre></pre>	<pre>     Yes     No </pre>		Employee paid and Employer paid AD&D
142	Crisis Death	© Yes ⊂ No	ତ Yes ୦ No	© Yes ⊂ No	ତ Yes ୦ No	ତ Yes ୦ No	Crisis under EAP and death covered under life
143	Bereavement and Trauma	<pre>     Yes     No </pre>	ົ Yes ⊂ No	© Yes ⊂ No	ତ Yes ୦ No	© Yes ⊂ No	Rider on life / Accident Plan
144	Bomb Scare	<pre>     Yes     No </pre>	ົ Yes ∩ No	© Yes ⊂ No	ତ Yes ୦ No	ତ Yes ୦ No	As part of our EAP coverage
145	Catastrophic Benefit	<pre>     Yes     No </pre>	ົ Yes ⊂ No	© Yes ⊂ No	ତ Yes ୦ No	© Yes ⊂ No	Life / disability / hospital indemnity / critical illness / vol AD&D / accident
146	COBRA	<pre>     Yes     No </pre>	© Yes ⊂ No	€ Yes ⊂ No	<pre>     Yes     No </pre>		Life in Minnesota / dental. and vision
147	Coma		ົ Yes ⊂ No	€ Yes ⊂ No	<pre>     Yes     No </pre>	G Yes C No	Life waiver / disability / hospital indemnity / critical illness / accident
148	Home Alteration/Vehicle Modification	<pre>     Yes     No </pre>	ົ Yes ⊂ No	I Yes○ No	ି Yes ୦ No	In Yes ○ No	LTD
149	Medical Evacuation/Repatriation		ົ Yes ⊂ No	€ YesC No	<pre>     Yes     No </pre>	In Yes In No	On Call International travel assistance and coverage / AD&D
150	Rehabilitation	<pre>     Yes     No </pre>	© Yes ⊂ No	● Yes ○ No	i Yes C No	© Yes ⊂ No	LTD, Accident
151	Child Care Benefit	<pre>     Yes     No </pre>	ົ Yes ⊂ No	© Yes ⊂ No	<pre>     Yes     No </pre>	© Yes ⊂ No	LTD
152	College Education Benefit	<pre>     Yes     No </pre>	© Yes ⊂ No	● Yes ○ No	i Yes C No	© Yes ⊖ No	AD&D / LTD
153	Child Survivor Benefit	<pre>     Yes     No </pre>		© Yes ⊂ No	<pre>     Yes     No </pre>	© Yes ⊂ No	LTD
154	Coverage to/from activity or event	© Yes ⊂ No	ଜ Yes ୦ No	i Yes ⊂ No	ତ Yes ୦ No	ଜ Yes ୦ No	BTA
155	Overnight stays related to the activity	© Yes © No	G Yes ⊂ No	i Yes ⊂ No	ି Yes ୦ No	ି Yes ୦ No	Accident

### 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	⊂ Yes Ģ No	G Yes C No	∩Yes ⊛No	
157		No age reduction or benefit reduction due to age	C Yes € No	C Yes © No	⊂ Yes ເ⊂ No	⊂ Yes ເ⊂ No	C Yes € No	
158		No qualification periods	ି Yes ୦ No	ତ Yes ୦ No	ົ Yes ∩ No	© Yes ⊂ No	© Yes ⊂ No	
159	Permanent Impairment for Illness		ତ Yes ୦ No	© Yes ⊂ No	© Yes ⊂ No	ି Yes ୦ No	© Yes C No	
160		No qualification periods	© Yes ⊂ No	© Yes ⊜ No	© Yes ⊜ No		i γes ∩ No	
161		Pay based on impairment rating regardless of ability to work (e.g. not tied to disability)	⊂Yes ∉No	⊂ Yes ົNo	∩Yes ∉No	⊂ Yes ፍ No	⊂ Yes © No	
162	Family Expense Benefit		ົYes ⊂No	© Yes ∩ No	G YesC No	<pre>     Yes     No </pre>	ົ Yes ∩ No	
163		Reimbursement without daily maximum	⊂ Yes ⊂ No	© Yes ⊂ No	© Yes ⊂ No	© Yes ⊂ No	© Yes ⊂ No	
164		Including loss of income	C Yes © No	C Yes © No	∩ Yes ⊛ No	C Yes ⊛ No	∩Yes ⊛No	
165	Disability		© Yes © No	© Yes C No	© Yes © No	© Yes © No	© Yes ⊙ No	
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	C Yes No	C Yes No	C Yes € No	C Yes No	C Yes No	SSNRA
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 ଜ No	C Yes ☞ No	⊂ Yes ᅊ No	⊂Yes ĩ No	⊂Yes ≋No	
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 ⊂ No	© Yes ∩ No	© Yes ∩ No	
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	ଜYes ∩No	© Yes ℃ No	ic Yes ⊂ No	© Yes ⊂ No	
170	First Responder Assistance Program (FRAP)		© Yes ⊂ No	© Yes ⊜ No	© Yes ⊂ No	© Yes ⊂ No	© Yes ⊜ No	
171		Not just for PTSD, all needs whether personal or vocational in nature	ି Yes ୦ No	© Yes © No	⊂ Yes © No	<pre></pre>	© Yes ⊂ No	
172		Available to family members living in member's/employee's residence	ତ Yes ୦ No	ତ Yes ୦ No	⊖ Yes ⊛ No	i Yes ⊂ No	ତ Yes ୦ No	
173		Included with our A&H offering	€ Yes ⊂ No	i Yes ⊂ No	<ul><li>C Yes</li><li>G No</li></ul>	© Yes ⊂ No	<pre>     Yes     No </pre>	
174	24-Hour AD&D Policy		● Yes ○ No	© Yes © No	C Yes ⓒ No	© Yes © No	© Yes ⊖ No	
175		FRAP can be included as well	C Yes	C Yes	C Yes	C Yes	C Yes ⊂ No	
176		Option to include an additional Line of Duty Injury Death Benefit	⊂ Yes ● No	C Yes € No	∩ Yes ● No	C Yes © No	C Yes € No	

#### Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
177		We can set up a block renewal strategy - we can set up a current less a certain percentage for each line of coverage if given enough information and loss data on a large enough size segment to be credible (many options can be negotiated)

### Table 13: Audit and Administrative Fee

/ine ,tem	4uestion	5esponse
	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.	We can set up audits at company request. We also have list billing and self- administration billing set up with over 150 different benefit admin platforms
	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 set up quarterly, semi-annual, or annual stewardship meetings with data to assess the plan and how it is working
	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.)	We can set up various GA contracts, can add administrative fees, and also pay any broker (three separate silos to pay compensaioin to GA/admin platform/broker

Exceptions to Terms, Conditions, or Specifications Form

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

#### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

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

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

- Pricing RS-2451 How To Get the Best Quote (1).pdf Tuesday May 16, 2023 12:03:10
- Financial Strength and Stability Strength and Stability You Can Depend On.pdf Tuesday May 16, 2023 11:02:41
- Marketing Plan/Samples Product Highlight.pdf Tuesday May 16, 2023 11:03:43
- WMBE/MBE/SBE or Related Certificates Small Group Application.pdf Tuesday May 16, 2023 11:04:25
- Warranty Information Dental & Vision Application.pdf Tuesday May 16, 2023 10:52:19
- Standard Transaction Document Samples Preliminary Sold Group Application.pdf Tuesday May 16, 2023 10:45:33
- Upload Additional Document GIF.pdf Tuesday May 16, 2023 10:47:29

Bid Number: RFP 051623

#### 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 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: <a href="https://www.treasury.gov/ofac/downloads/sdnlist.pdf">https://www.treasury.gov/ofac/downloads/sdnlist.pdf</a>;
  - 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. - Kevin Dreier, SR Sales Consultant, Reliance Standard Life Insurance Company

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	M	2
Addendum_3_Group_Employee_Benefits_RFP_051623 Thu April 27 2023 08:10 AM	M	1
Addendum_2_Group_Employee_Benefits_RFP_051623 Thu April 6 2023 12:12 PM	ল	1
Addendum_1_Group_Employee_Benefits_RFP_051623 Thu March 30 2023 03:46 PM	M	1