

**Solicitation Number: RFP #051922****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Virgin Pulse, Inc., 75 Fountain St., Suite 310, Providence, RI 02902 (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 Wellness Engagement Program Solutions 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.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires July 8, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All 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. 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.** Intentionally omitted.

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 Sourcwell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and

the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to

Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. Sourcewell will not request such an audit more than once per calendar year and will provide thirty days advance written notice to Supplier. An audit requested by Sourcewell will be conducted at Sourcewell's sole expense.

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 third-party 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 tangible 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 with Supplier's consent, which will be deemed granted unless and until withdrawn by written notice from Supplier to Sourcewell.

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

3. *Use; Quality Control.*

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

5. *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 computer attacks, unauthorized access, disclosure of not public data – including confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per claim
\$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).** Intentionally omitted.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Intentionally omitted.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Intentionally omitted.

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. Intentionally omitted.

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). Intentionally omitted.

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 an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

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

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

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcwell, 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, Sourcwell, 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

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell 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

Virgin Pulse, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
Ian O'Neill
F1D490718F6B498...

By: _____

By: _____

Jeremy Schwartz

Ian O'Neill

Title: Chief Procurement Officer

Title: Global Head of Legal

8/31/2022 | 10:21 AM CDT

9/9/2022 | 8:57 AM PDT

Date: _____

Date: _____

Approved:

DS
GSB

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...

By: _____

Chad Coquette

Title: Executive Director/CEO

9/9/2022 | 10:58 AM CDT

Date: _____

RFP 051922 - Wellness Engagement Program Solutions and Related Services

Vendor Details

Company Name: Virgin Pulse

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

Address: 75 Fountain St., Suite 310
Providence, RI 02902

Contact: Alison Horne

Email: alison.horne@virginpulse.com

Phone: 503-333-3799

Fax: 503-333-3799

HST#: 202547480

Submission Details

Created On: Wednesday March 30, 2022 11:12:15

Submitted On: Wednesday May 18, 2022 14:13:36

Submitted By: Rachel Grossman

Email: rachel.grossman@virginpulse.com

Transaction #: ddb6c536-2f71-4760-85ae-65611f19d4ec

Submitter's IP Address: 165.225.58.5

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Virgin Pulse, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Virgin Pulse does not have subsidiaries.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	76ZE3
5	Proposer Physical Address:	75 Fountain St., Ste. 310 Providence, RI 02902
6	Proposer website address (or addresses):	Corporate website: https://www.virginpulse.com Login: https://app.member.virginpulse.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Rik Thorbecke Chief Financial Officer U.S. Remote rik.thorbecke@virginpulse.com (401) 537-6311
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rachel Grossman, Enterprise Sales Director Remote rachel.grossman@virginpulse.com +1 (206) 550 3133
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Eric Frost, Regional Vice President, Sales Remote eric.frost@virginpulse.com +1 (408) 476 2187

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.	<p>History</p> <p>Virgin Pulse was formed as Virgin Life Care, Inc., a physical activity program provider, on August 2, 2004. Virgin Life Care launched the HealthMiles program in the United States in November 2006 and was renamed Virgin HealthMiles, Inc. in November 2007. In 2013, to reflect our shift in focus from physical activity to total wellbeing, we rebranded as Virgin Pulse, Inc. In May 2015, Insight Venture Partners became our majority owner. With the 2016 acquisition of ShapeUp and Global Corporate Challenge, we became the world's largest, most comprehensive wellbeing software provider.</p> <p>2018 marked a historic year of growth for our company. In May 2018, Virgin Pulse and RedBrick Health merged under the ownership of Marlin Equity Partners. The market-leading technology solutions of Virgin Pulse, combined with coaching and behavior change approach provided by RedBrick Health, produce a comprehensive engagement and wellbeing solution that offers the best of high tech and high touch. In November 2018, Virgin Pulse acquired SimplyWell, broadening our library of lifestyle and condition coaching topics to cover 22 identifiable conditions, including heart disease, diabetes and obesity. These capabilities, along with more robust</p>

analytics and claims reporting capabilities, provide clients with deeper insight into health issues and key healthcare cost drivers.

In January 2020, Virgin Pulse made two significant acquisitions to radically simplify how employers, health plans and healthcare consumers engage with their wellbeing, health and healthcare. The acquisitions of Yaro and Blue Mesa Health provide benefits navigation and digital therapeutics capabilities, respectively, to address the growing market needs of benefits management and diabetes prevention. That same month, we entered into an exclusive partnership with Healthcare Bluebook that allows members to shop more effectively and confidently for healthcare services.

In March 2021, Virgin Pulse acquired Advanced Plan for Health, a population health analytics and informatics provider. With this acquisition, Virgin Pulse becomes the first digital wellbeing provider to marry health insights with a way to action behavior change and drive outcomes on the same integrated platform.

Our capabilities have expanded over the years through organic growth, as well as strategic mergers and acquisitions. In November 2021, we acquired health activation company Welltok, enabling us to introduce the industry's first end-to-end engagement and activation platform that supports clients, members and consumers across the entire health continuum.

We continue to evolve our solutions for clients of all sizes anywhere in the world, introducing new features and extending our support capabilities, to help our clients' missions of wellbeing.

Values

Virgin Pulse was founded by Sir Richard Branson of the Virgin Group, which is known for creating unrivaled consumer experiences. The Virgin brand believes in insatiable curiosity, smart disruption, heartfelt service, and delightful experiences — Virgin Pulse embodies these beliefs. Some of the core values that we must uphold from an operational and financial perspective to succeed:

- One Team One Dream: No matter our background, we are all committed to the same vision - changing lives and businesses for good.
- We Deliver: We are accountable to each other, to our company, and to our clients.
- Live and Breathe It: We actively promote a culture of wellbeing, leading by example and supporting each other in bringing our best selves to work, every day.

Business Philosophy

The organizational philosophy of Virgin Pulse is that together with our clients, we are Changing Lives for Good®. We empower leaders to build better organizations by inspiring their people to be and do their best, every day.

Our proprietary platform, tools and supporting services build positive health and performance habits in the lives of our members. Through daily engagement, micro-learning and the presentation of small, achievable goals, we transform the lives of members and empower clients to achieve game-changing business outcomes:

- Lower healthcare costs
- Improved business performance
- Vibrant company culture
- Higher returns on benefits and HR investments

Strategy for Industry Longevity

We employ specific strategies to distinguish ourselves and compete in the wellbeing industry.

As an industry leader in a fast-moving space, Virgin Pulse changes and improves the way employees engage with their health through operational excellence and a significant investment in innovation. We innovate because we are devoted to our purpose: to change lives and businesses for good. Fulfilling this goal requires us to continually simplify, personalize and optimize the health and wellbeing experience for individuals and organizations. This isn't just talk; it's reflected in our financial and operational priorities. In 2022, we forecast an investment of \$60 million in research and development—a commitment unmatched by any of our contemporaries in the wellbeing industry.

Each year, our Chief Product Officer, in conjunction with other heads of business, establishes the product innovation roadmap. We use the insights gleaned from analyzing client and member experiences to prioritize innovations best suited for development into our overall technology roadmap. We also utilize a Client Advisory Board, the resources of our Science Advisory Board and the Virgin Pulse Institute, staffed by highly regarded industry leaders and experts, to guide roadmap direction.

		<p>One of our primary strategies is our global wellbeing focus. Virgin Pulse is the only truly global wellbeing provider in the industry able to address the full spectrum of health and wellbeing. Our programs are available in 22 languages and our platform and content are localized, not just translated, and supported by in-region marketers to ensure compliance with cultural norms, sensitivities, customs and regional requirements.</p> <p>Our global clients (including those in Canada) select us because we consistently implement the necessary controls and practices to align with international security and privacy regulations such as the General Data Protection Regulation (GDPR) of the European Union and other applicable jurisdictional laws and regulations. We continually invest in strengthening our foundation of data privacy and information security. In addition to our ISO 27001:2013 certification, we work with third parties, such as TRUSTe, to assess our program against other international standards including the Asia-Pacific Economic Cooperation Cross Border Privacy Rules System (APEC CBPR) and the EU-US and Swiss-US Privacy Shield. We recognize that the Privacy Shield program is no longer deemed adequate as a control to export data from the EEA into the US. so we rely on the approved Standard Contractual Clauses which require elevated diligence on our part. We continue the Privacy Shield certification process because it is still a valuable standard to test and validate our data protection program. TRUSTe also monitors data protection developments around the world and provides us with feedback and guidance for continued implementation of necessary controls and practices under applicable data protection laws and regulations.</p> <p>Deep personalization is another key differentiator. Tailoring the experience to each member's needs and interests enables us to help members manage care and create daily routines that lead to healthy outcomes. The platform is personalized for members based on various data points, including claims data, biometrics, demographics, health assessment data and platform activity. The platform also allows members to personalize their experience in many ways. The member chooses which wellbeing areas they are interested in, which informs the content they receive, and the member controls when they want to receive push notifications that remind them to track their habits. Our personalization options help drive the industry's highest engagement rates, so we're continuing to invest in enhancements that deeply personalize the member experience.</p> <p>Our science-backed approach to behavior change is also unique, leveraging a blend of intrinsic and extrinsic motivators that drive daily routines. With our Summer 2021 release, we deepened social connectivity on the platform, added several new strategic partners, enhanced our data leveraging capabilities and expanded the scope of our AI-driven recommendations.</p> <p>Lastly, we continue expanding our partner ecosystem and enhancing the integrated partner experience in ways that bring partner programs into the member's daily routine, where they'll drive the impact our clients are looking for. This means going beyond the typical "signposting" approach most platforms take, where members are directed off platform to the partner's app. Our approach creates a "round trip" experience that embeds these programs into our learn-do-become approach, so employees can adopt them as part of their daily routines.</p>	
11	What are your company's expectations in the event of an award?	Virgin Pulse expects to work closely with the Sourcewell program administration and marketing teams to identify all ways possible to promote wellbeing services to Sourcewell members. We anticipate this would be a collaborative engagement that benefits all parties: Sourcewell, Sourcewell members and Virgin Pulse. Additionally, we expect that the appropriate Sourcewell staff will make themselves available to help Virgin Pulse staff understand how to best leverage awarded contract status in our selling efforts. They should also plan to meet with prospective clients who require a deeper understanding of the Sourcewell procurement process and advantages it offers to public sector entities.	*
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.	As a privately held company, Virgin Pulse is restricted in sharing detailed confidential financial information or projections. In general, we confidently expect to continue our historic growth pattern of double-digit percentages in both financial growth and number of clients. Despite the challenges related to COVID-19, our company continued to grow, add and enhance products, explore new ways to serve clients and help members address their new and most pressing challenges. We are well situated to support new and existing clients well into the future.	*
13	What is your US market share for the solutions that you are proposing?	We do not disclose specific market share. Virgin Pulse is the world's largest, most comprehensive digital health, wellbeing, and engagement company. Our clients include more than 100 public sector entities and more than 15% of the Fortune 500.	*
14	What is your Canadian market share for the solutions that you are proposing?	As noted above, we do not disclose specific market share. Canada is one of the international markets in which we have employees and clients.	*

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	<p>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.</p> <p>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?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b. Virgin Pulse offers health and wellbeing solutions in a Software-as-a-Service environment. Our Sales team, account management and customer support aspects are fully integrated into the broader corporate environment and are all provided by Virgin Pulse employees. Our core services are provided on proprietary platforms, fully administered by Virgin Pulse, and are almost entirely provided to members directly by Virgin Pulse employees. Upon client request, our core services are augmented by a number of authorized or certified partners (vetted for legal, security and privacy compliance). In those cases, solutions are integrated into the broader consumer experience.</p>	*

<p>17</p>	<p>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.</p>	<p>Below are the industry and professional certifications held by our company and team members:</p> <p>Quality assurance</p> <p>Virgin Pulse has earned National Committee for Quality Assurance (NCQA) Wellness and Health Promotion certifications in the following areas:</p> <ul style="list-style-type: none"> • Health coaching • Health assessment (Virgin Pulse Health Check) • Self-management tools (Virgin Pulse Journeys) <p>Clinical and coaching credentials</p> <p>Our clinical team and coaching staff include professionals with the following certifications:</p> <ul style="list-style-type: none"> • Asthma Educator Certification (AE-C) • Certified Tobacco Treatment Specialist • Certified Diabetes Educator • Certified Exercise Physiologist • Certified Health Education Specialist (CHES) • Certified Lactation Counselor • Certified Midwife • Certified National Diabetes Prevention Program Lifestyle Coach • Certified Personal Trainer • Certified Respiratory Therapist (CRT) • Certified Tobacco Treatment Specialist • Clinical Exercise Physiologist • Doctor of Chiropractic (DC) • Doctor of Naturopathic Medicine • Doctor of Nursing Practice (DNP) • Doctor of Pharmacy (Pharm.D.) • Doctor of Psychology (PsyD) • Exercise Specialist • Licensed Master Social Worker (LMSW) • Licensed Pharmacist • Licensed Professional Counselor (LPC) • Licensed Psychologist • Licensed Social Worker (LSW) • Master of Counseling Psychology • Master of Public Health (MPH) • Master of Social Work (MSW) • Master Trainer Select • National Board for Health & Wellness Coaches (NBC-HWC) • National Committee for Quality Assurance (NCQA) certification • Registered Dietitian • Registered Nurse <p>Security and compliance</p> <p>Virgin Pulse has implemented global industry standard security controls consistent with ISO-27001, SOC2, NIST CSF and HITRUST requirements. We consistently implement the necessary controls and practices to align with U.S. data protection laws (such as HIPAA, CCPA, TCPA, CAN-SPAM), and international data protection laws (such as the EU General Data Protection Regulation “GDPR”, UK Data Protection Act, Canada’s PIPEDA, and Brazilian LGPD); and we continually invest in strengthening our foundation of data privacy and information security.</p> <p>In addition to maintaining our ISO 27001:2013 certification, annual SOC2, and HITRUST certification audits for specific business offerings, we work with third parties, such as TRUSTe, to assess our international product offerings against other international standards including the Asia-Pacific Economic Cooperation Cross Border Privacy Rules System (APEC CBPR). TRUSTe also monitors data protection developments around the world and provides us with feedback and guidance for continued implementation of necessary controls and practices under applicable data protection laws and regulations.</p> <p>We affirm that we have a formal third-party risk assessment/vetting process in place, which requires regular security and privacy reviews of a subcontractor’s privacy and security programs and controls (including documentation such as SOC reports, ISO certificates, etc.) as applicable to the relationship or services being provided.</p>
<p>18</p>	<p>Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.</p>	<p>Virgin Pulse has not received any suspensions or debarments.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>We are continually recognized as a leader in the wellness space whose collective work has made a strong impact on the marketplace. Recent awards and recognition that we have received include the following:</p> <ul style="list-style-type: none"> • 2022 HR Tech Awards winner from TalentCulture • 2022 Most Desirable Employer in IT in Bosnia and Herzegovina award from MojPosao.ba • Digital Health Awards for Connected Digital Health: Consumer Directed Digital Health Programs for VP GO • 2021 CCW Digital, Best in Class Contact Center (100+ Seats) 3rd Place for superior contact center and customer experience performance; Top 5 in Contact Center Culture • 2020 Digital Health Awards for Web-based digital health: Microsite for Virgin Pulse COVID-19 wellbeing hub • CEO World Awards silver award for best technology to combat and reduce the impact of COVID-19 (VP Passport) • 2020 Stevie Award, Most Valuable Corporate Response for our COVID-19 Hub and Workplace Safety Tools • 2020 Stevie Award, Most Valuable Product for VP Passport Return to Workplace Safety Solution • 2019 Human Resources Director, Corporate Health & Wellbeing, Service Provider Award (Gold) • 2019 The Wellness 360 Conference, Wellness Ambassador of the Year (Chief Clinical Officer, Jeff Brizzolara, Ph.D., MPH) • 2019 and 2018 Blue Cross Blue Shield, Worksite Health Award (Exemplary Winner) • 2018 Engage Awards (UK), finalist, Best Use of Technology in Employee Engagement • 2018 Digital Health Awards, Bronze Award-Mobile Digital Health Resources-Mobile App-Tool/Resource • 2018, 2017, and 2016 Boston's Best and Brightest Companies To Work For • 2017 Digital Health Awards, Silver Award-Mobile App and Merit Award-Member Email Campaign • 2017 AVA Digital Awards, Platinum Awards (Mobile Web/App for Business; Creativity/Mobile App; Creativity/Website) • 2017 HR Vendors of the Year 2017 Malaysia, Gold Award, Best Employee Engagement Solution Provider • 2017 HR Vendors of the Year 2017 Malaysia, Gold Award, Best Corporate Wellness Provider • 2017 American Business Awards, Stevie Silver Winner, Most Innovative Tech Company of the Year • 2017 Employee Engagement Awards, North American Vendor of the Year • 2016 InfluenceHR Brand Power Award, Employee Engagement • TMT News 2016 Technology Awards, Best Employee Engagement Platform • 2016 [app] Design Award for Virgin Pulse App for Apple Watch • WorldatWork's Work-Life 2016 Seal of Distinction <p>Our work has also led some of our clients to receive wellbeing accomplishments. Clients such as Morton Salt, Intuit, Southcoast Hospital, Benchmark Senior Living, Aetna, Montgomery County (MD), and GlaxoSmithKline have been recognized for leveraging their wellbeing programs to improve their employees' overall wellbeing, productivity, and quality of life.</p>
20	What percentage of your sales are to the governmental sector in the past three years	We do not share breakdowns of our revenue by sector. We serve clients in all industries, including government. We have more than 100 public sector clients, including numerous government entities.
21	What percentage of your sales are to the education sector in the past three years	We do not share breakdowns of our revenue by sector. We serve clients in all industries, including education. We have more than 100 public sector clients, including numerous education institutions.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We currently support more than 100 public sector clients. Of those, eight would be defined as state, provincial or cooperative contracts. As a privately held company, we do not disclose details regarding sales volume/revenue in proposals. We would welcome the opportunity to further discuss our public sector experience to the extent possible, upon request during a finalist stage.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Virgin Pulse is not aware of any such contracts.

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 *	
City of Tacoma, Washington	Shannon Carmody, Wellness Coordinator	(253) 591 2002	*
City of Alexandria, Virginia	Grace Page, Well-being Program Manager	(703) 746 3794	*
Northeastern University	Lisa Broderick, Benefits Manager	(617) 373 5563	*

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 *	
We choose not to disclose.	Education	Ohio - OH	Platform solution, digital therapeutics for obesity and weight management, biometric screening option, Virgin Pulse partner options for additional mental health support	\$1.8 million (annually)	\$5.4 million	*
We choose not to disclose.	Government	Minnesota - MN	Platform solution, telephonic coaching, Virgin Pulse partner option for additional mental health support	\$1.4 million (annually)	\$4.1 million	*
We choose not to disclose.	Education	Georgia - GA	Platform solution, telephonic coaching, onsite biometric screening services	\$1.3 million (annually)	\$3.9 million	*
We choose not to disclose.	Education	Minnesota - MN	Platform solution, telephonic coaching, onsite and off-site biometric screening options, navigation guides	\$1 million (annually)	\$3 million	*
We choose not to disclose.	Government	New Mexico - NM	Platform solution, Virgin Pulse partner option for additional mental health support	\$800,000 (annually)	\$2.4 million	*

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.	<p>Our Sales team includes 175 employees; none of the team is subcontracted. Sales personnel work out of our Providence, Rhode Island; Minneapolis, Minnesota; Melbourne, Australia; Tuzla, Bosnia; and Zurich, Switzerland, offices, as well as remotely. We employ a dedicated public sector sales team that includes three members.</p> <p>Virgin Pulse would be classified as a "matrixed" organization where Sales and Service work hand-in-hand to support our clients and members. As an example of this structure, each client's implementation team will include representatives from both Sales and the various service teams to ensure a seamless experience. Sales and Service exist under the same Executive Leadership Team with Senior Leadership through the Chief Revenue Officer and Chief Operating Officer respectively.</p>	*

27	Dealer network or other distribution methods.	Virgin Pulse sales occur within several primary markets/"distribution methods" -- direct to employer (including public sector entities); channel and distribution partners; health plans; health systems; and international (defined for this response as companies headquartered outside of North America). All teams and methods to sell within these markets are essentially the same/exist within the same corporate structure, reporting to one individual on our Executive Leadership Team (Chief Revenue Officer).	*
28	Service force.	<p>Virgin Pulse clients are supported by various service teams, working in concert to provide an exceptional wellbeing experience for them and their members.</p> <p>From launch through the tenure of our relationship, the client account team partners with each client to establish organizational expectations, goals, and success metrics to maximize the impact of the organization's wellbeing strategy. Member services provides support, answers questions and efficiently resolves issues so members have the tools they need to change their lives for good. We provide omni-channel support to members across phone, chat and email.</p> <p>Our Service teams include 842 employees: 211 in Client Operations, 301 in Account Management, and 193 in Member Services. None of these personnel are subcontractors; however, we have a partnership with Premiere Response to help support the ebb and flow of member service volumes throughout the year and to serve as a backup resource as needed. Sales personnel work out of our Providence, Rhode Island; Minneapolis, Minnesota; Melbourne, Australia; Tuzla, Bosnia; and Zurich, Switzerland, offices, as well as remotely.</p> <p>As noted above, Virgin Pulse would be classified as a "matrixed" organization where Service and Sales work hand-in-hand to support our clients and members.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We do not anticipate orders will be handled by distributors, dealers or others.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Member services provides support, answers questions and efficiently resolves issues so members have the tools they need to change their lives for good.</p> <p>We provide omni-channel support to members across phone, chat and email. Each channel offers features that enable agents to tailor responses to individual clients. Following are highlights of the team and performance:</p> <ul style="list-style-type: none"> • 200+ in-house and remote agents • 43,000 contacts per month • 95% first contact resolution • 90+% customer satisfaction <p>Agents are trained to respond to any question or issue involving the Virgin Pulse platform, program requirements and member experience, and processes are in place to alert agents to program changes. Examples of common topics we address include:</p> <ul style="list-style-type: none"> • Enrollment, registration and login assistance • Platform navigation • Rewards questions, requirements, exceptions and fulfillment • Device and app integration and tracking • Scheduling screenings or coaching appointments • Reasonable alternatives and waivers <p>Support to members is delivered through Zendesk. Issues that cannot be resolved by tier 1 agents are escalated to tier 2. Tier 3, engineering, will get involved when a technical solution is required.</p> <p>Members may resolve common requests 24/7 through an extensive online library containing over 1,500 articles. It includes search functionality, top requested articles and help topics covering getting started, devices, account, measurements, challenges, programs and more. Members can initiate email requests into member service agents from the library should an answer not be found.</p> <p>Members calling on smartphones also have access to a visual IVR system that enables them to independently resolve several of the most common requests including password resets and username reminders. The Visual IVR also offers a wealth of information in a FAQ format.</p> <p>We frequently offer performance guarantees for our member services team on our contracts. These guarantees vary on a client-by-client basis. The following are two examples of standard service-level agreements:</p> <ul style="list-style-type: none"> • Call response times within 45 seconds for 80% or more of all calls answered from all Virgin Pulse members • Email response times within 48 hours for 95% or more of all emails answered for all members (excluding holidays and weekends) <p>We use two measurements to understand the quality of the experience that our member services representatives provide to members:</p> <ul style="list-style-type: none"> • External customer satisfaction survey: Sent as an email after the interaction, asking if the member was satisfied with their member services experience. • Internal quality monitoring assessment: We conduct four to six quality reviews a month on all channels (phone, email and chat). Representatives are scored on support and rapport, problem solving, service quality, documentation, and closure. These monitored interactions are reviewed with member services agents and are included as a part of their incentive program. 	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We serve clients globally, including U.S. clients, and are willing to provide our products and services to Sourcewell participating entities.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We serve clients globally, including in Canada. Our platform supports both English and French (Canadian) languages, and supports country- and region-specific programming, content and reporting, and local administrators can localize content, events and challenges.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A. We can serve the entirety of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Virgin Pulse serves clients across entity sectors and locations. We are not aware of any purchasing contracts that would limit our ability to promote another contract.	*

35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Biometric screening events in Hawaii and Alaska will require additional scoping work. Beyond this, we are not aware of any specific contract requirements or restrictions that would apply to participating entities in these locations.	*
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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.	Virgin Pulse will provide Sourcwell sales and leadership with a toolkit so that you are able to share high-level information as to Virgin Pulse solutions offered through our partnership. In addition, we will deploy targeting tactics such as direct outreach via email, phone, and mail (when appropriate) to market and educate your clients on the Virgin Pulse value and solutions offered through our mutual contract. This will be a monthly/quarterly effort on behalf of our sales teams to bring awareness and opportunity related to our partnership. Additionally, we will promote our partnership at industry trade events, such as the annual SALGBA conference. We recommend creating some customized/co-branded standard marketing communications to ensure your clients are aware of the preferred pricing through our partnership and product/services offerings available. Please see the Virgin Pulse Communications Look Book attachment for sample communications.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Virgin Pulse will leverage a multitude of technology and data to target your client base, including HubSpot, Salesforce Marketing Cloud, Salesforce Mail Merge campaigns, and more. This can be tracked regularly for click throughs and follow up. In addition, these campaigns can be co-branded if desired and highly targeted by market segment. We have internal marketing and inside sales support to set up and created targeted campaigns to enhance our marketing effectiveness.	*
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	We look forward to discussing Sourcwell's desired role in the sales process. Given Sourcwell's existing client relationships, it may be advantageous for you to brief those clients interested in population health management services about your preferred partner in Virgin Pulse before we reach out to your clients directly. Virgin Pulse would also welcome the opportunity make those initial outreach connections with Sourcwell's clients and would suggest some initial co-branded communications to kick off our partnership. Again, we look forward to discussing your preferred approach. Sourcwell-awarded contracts will receive the same client-first focus Virgin Pulse offers its large enterprise clients: We take great care to design client programs to be acceptable to their respective budget standards and in line with best practices of successful programs. Our 120-day implementation starts with developing an implementation plan that includes details on tasks, timelines, and required resources. This plan will be developed by a designated Project Manager, who will manage the program implementation and serve as the technical contact through program launch. Implementation begins with a kickoff call with the assigned Project Manager and other members of the Virgin Pulse client success team that will focus on establishing each client's organizational expectations, goals, and success metrics. We will also develop a high-level overview of the implementation timeline, program design, data exchange, IT requirements, communications strategy, and post-launch activities.	*
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.	Virgin Pulse does not currently use an e-procurement tool, but we are open to discussing this as a future option. Initially, our goal is to have a single point of contact on our side including an email address to respond to incoming inquiries due to marketing efforts. We anticipate interested entities will require some dialogue, education, and demonstrations prior to the contracting process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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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.	<p>During implementation, client training is provided through the course of working through the applicable workflow topics. Post-implementation, the account manager will provide ongoing training as new features or enhancements are released. Clients will also have unlimited access to online materials such as demos, webinars, guides, and FAQs.</p> <p>Standard client training elements (typically occur in final 30 days of implementation period) follow:</p> <ul style="list-style-type: none"> • Training for client status log: Confluence based tool used between the client and the Virgin Pulse account team to review open topics and issues on an ongoing basis. • Training for client reporting tool: Client access dashboards and filterable reporting capabilities via this online analytics resource. • Training for client accessible Admin Portal: The Admin Portal can be provisioned to designated employer administrators and champions, providing each with specific levels of access based on each individual's role. Within this portal, administrators can build surveys, step challenges, Healthy Habit Challenges, as well as set up calendar events. Individuals can also view reporting and assign their team to various admin roles within the portal. • Introduction to the Client Resource Center: In addition to the Admin Portal, the Client Resource Center is an online asset management resource supporting client access to turnkey communications and other program assets. • Platform training for administrators and program champions: We offer training for your champions network, which is led by your account manager before program launch and can be recorded for future champions onboarding. Champions also have access to a Champions Resource Center, which contains downloadable materials to help engage and excite their Virgin Pulse members. <p>Members can access an online help feature that can assist with using the platform, and they can also contact the member services center for additional assistance. Client and member training is included in the base platform fee.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>We pride ourselves on staying current with technological advancements and industry innovation. Virgin Pulse continually weaves breakthroughs in wellbeing technology into our system architecture to create a more impactful, rewarding experience for clients and members.</p> <p>The following four examples demonstrate our commitment to investment in new technology:</p> <p>Artificial Intelligence</p> <p>The Virgin Pulse platform uses recommendation algorithms that suggest content to members based on available personal criteria.</p> <p>The algorithms identify Healthy Habits, Journeys, challenges, Daily Cards and applicable partner programs and align them with each member's interests, goals and needs.</p> <p>Algorithms, business rules and logic built into the platform also address gaps in care; preventive health measures and checkups are reflected in the member's My Care Checklist.</p> <p>Artificial intelligence also helps individuals optimize their goals on an ongoing basis and enables us to support them through the ebbs and flows of motivation. For example, after they set their initial goals, the platform uses step and sleep averages from their first 14 days to recommend personalized, achievable goals relative to their current state. It also nudges the member when they fall behind and celebrates when they succeed with personalized reflections</p> <p>Benefits Integration</p> <p>The Virgin Pulse platform pulls together your entire benefit portfolio in one place, connecting your employees with the right benefits to power a healthy, productive and engaged workforce. The Benefits page is extremely flexible and makes it easy to accommodate both member and client preferences. The default presentation offers the member multiple views of available benefits, beginning with "Recommended" at the top. These recommendations are personalized based on data we receive about the member (screenings, self-reported data, health assessments, claims, etc.) and tools or services the client wishes to promote. Advantages of our approach include:</p> <ul style="list-style-type: none"> • Better experience: Powerful personalization matches employees to the right benefits based on health risks and interests. Those benefits are promoted to members when they're motivated to take action, through our daily habit-building platform. • Less hassle: Our platform enables clients to centralize their benefits in a single place. It also provides the tools to message those benefits to employees through effective and frequent communications. • More impact: Clients and members get more out of benefits when they are seamlessly integrated. Virgin Pulse's benefits integration — amplified by member-centric communication and timely, rewarding incentives — propels members to take advantage of their options. Incentives are more timely and rewarding, and boost the use of all your HR initiatives. This results in seven-times greater utilization of offered benefits. • Healthier employees: Integrating benefits drives greater awareness and participation,

		<p>which improve benefit outcomes. Your employees will be healthier, happier and more productive.</p> <p>Integration</p> <p>Integration is a core strength for Virgin Pulse, proven by hundreds of integrations performed on behalf of our clients and partners. We're flexible in our approach in order to meet clients' needs and budgets while creating the right experiences for their people.</p> <p>Beyond hosting content directly within the platform and showcasing it alongside Virgin Pulse solutions and other integrated benefits, standard integration methods include:</p> <ul style="list-style-type: none"> • Direct links to partner programs from within our platform is a simple, low-cost way to connect members to additional benefits and resources without significant effort or resource involvement. Linking is very effective for connecting members to informational resources that don't require unique login credentials like organization policies, forms, benefit summaries and similar. • Single sign-on (SSO) allows members to access additional services without having to remember multiple links and login credentials. Through SSO, members are seamlessly connected to the partner site to continue their experience. • Secure file share allows us to exchange data with third parties, typically for purposes of verifying participation and rewards. File feeds ensure accurate, automated reporting of these activities and are often utilized with client-specific program partners. Files are typically transmitted on a daily, weekly or monthly basis. • Application programming interface (API) provides a secure, real-time connection for reporting participation and rewards events in a standardized format. We utilize APIs with many of our platform ecosystem partners and can do so for client-specific partners, as well. <p>The integration methods apply to both our Authorized Partners (referral level agreements that require direct contracts with clients) and Certified Partners (which Virgin Pulse contracts on behalf of), as well as any individual client-specific vendors.</p> <p>Mobile Design</p> <p>Available in iOS, Android, and Apple Watch platforms, our mobile apps include all features offered in our desktop application allowing instant, on-the-go access for all, including those without traditional computer access. From the app, members can do everything they need to do to improve their health and earn rewards, including tracking habits, reading daily cards, participating in digital coaching, entering activity data, syncing steps from wearable devices and apps, accessing client benefits and programs, tracking goals and creating and participating in challenges.</p> <p>With more than 90% of all program interactions occurring through our mobile app, our design philosophy emphasizes that all new capabilities are built into the app. For those who choose to not use the mobile app, our website is also being developed to be fully mobile enabled through responsive web design.</p> <p>The app is another example of our ability to engage members meaningfully and over the long term. For the app, we benchmark engagement against DAU/MAU (daily average users / monthly average users) to measure application "stickiness," or how often a person accesses an app. According to Engage 2021 book-of-business data, our platform achieves 42% average monthly engagement and 38% DAU/MAU. To put this in perspective, apps with a percentage of 20% are considered "good", and 50% is considered "world class."</p> <p>The app is also very highly rated, scoring 4.9 out of 5 in the iOS App Store (among 165,000 ratings) and 4.5 out of 5 in Google Play (among 67,000 ratings).</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>As a software-as-a Service (SaaS) provider, we follow sustainable business practices, including appropriate disposal and recycling of materials used to operate our business. We leverage remote work practices, encourage a paperless work environment, reimburse public transportation, promote rideshare programs, and provide secure bicycle storage in our offices.</p> <p>Acting Sustainably is one of up to 43 included platform topics through which we educate, encourage and reward members for maintaining sustainable lifestyle habits, including recycling, turning off lights, limiting water use, and more.</p> <p>We partner with fulfillment vendors that follow sustainable business practices in the manufacturing and distribution of rewards and provide members the ability to support charitable organizations — over 1.8 million agencies — many of whom focus on environmental stewardship and improving quality of life for all.</p>

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We have not received any recognition pertaining to environmental sustainability; however, as detailed in our response to Question 42, we follow sustainable business practices and partner with fulfillment vendors that follow sustainable business practices.	*
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.	<p>Virgin Pulse is not a diverse supplier; however, we are committed to ensuring diversity, equity and inclusion in our programs, services, hiring practices and sourcing of third-party vendors. We expanded our efforts on this front in 2020 with a full audit of our clinical, educational, and product content. These efforts have been reinforced by our Science Advisory Board and Dr. Jessica Isom, and recruitment and installation of a director of justice, equity, diversity and inclusion.</p> <p>Initial focus for the director, with the support of our DEI council, has been the establishment of strategic priorities:</p> <ul style="list-style-type: none"> • Institutional equity & access • Learning & development • Transparency & change management • Community & culture • Leadership accountability <p>These priorities include expanding diverse supplier initiatives. We currently track diverse vendor spend but have not established specific goals for the program. This effort is on our planning roadmap and is a primary deliverable of our director of justice, equity, diversity and inclusion.</p> <p>On a regular basis, we identify potential MBE/WBE, SBE and veteran-owned diversity vendors to support specific contracts. Most often, these vendors must be headquartered in the region or state where the entity is located, and a specific percentage of contract value is required and met.</p>	*
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?	<p>Virgin Pulse clients emphasize the following differentiators over our competition:</p> <ul style="list-style-type: none"> • Public sector experience and commitment: Virgin Pulse has a rich history of serving public sector clients, including more than 100 clients today. We are so committed to this market segment that we have dedicated sales and client success teams who work only with organizations like Sourcewell participating entities. • Designed to engage: The member experience is purpose built to achieve superior engagement. We lead our competitors with 50% sustained engagement — active members average over six interactions daily. Engagement gives our platform the power to drive world-class business and health outcomes. • Virgin Pulse DNA: Seamless integration of our AI-driven, high-tech platform with a human touch — guidance from experts — all operating from our proven, evidence-based approach to habit formation and behavior change that leverages consumer engagement best practices alongside leading clinical and population health protocol. • Depth and reach: Homebase for Health® unifies the member experience across lifestyle, condition management and nontraditional wellbeing topics while seamlessly integrating benefits resources so they are easily accessible and work in concert for maximum impact. • Strategic collaboration and support: Virgin Pulse teams are structured and empowered to drive program success, and we supply clients with tools and resources that enable them to effectively manage their health and wellbeing strategy at all levels — from strategic planning to performance optimization. • Insights and analytics: Teams and tools harness the vast amounts of invaluable member data collected every day and translate it into clear insights about the value of client investments. Clients access self-serve, on-demand dashboards, and Virgin Pulse data scientists provide advanced statistical, social network, and machine-learning based predictive analytics. • Global experience: Our global-first operating model has supported clients around the world for years. We provide clients and members around the world a life-changing experience in 21 languages. Global clients choose Virgin Pulse because of our rigorous data privacy and information security infrastructure, which implements the necessary controls and practices to align to and evolve with international regulations. 	*

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	<p>Virgin Pulse offers standard performance guarantees for our Engage and Ignite platforms, which are provided as Virgin Pulse Engage Performance Guarantees in the "Proposal Supplement and Additional Documents" zip folder. As we begin the contracting process with Sourcewell entities, we will work with each to mutually develop final performance guarantee components (metric threshold, measurement timing and process, tracking, reporting, fees at risk, etc.).</p> <p>Virgin Pulse offers a comprehensive set of performance guarantees from areas including:</p> <ul style="list-style-type: none"> • Member Support • Technology • Product • Client Success • When applicable: Implementation & Coaching <p>Because we know each client has their own goals and definition of success, we provide the opportunity for each client to choose from several categories those measurements most important to them and set the fees placed at risk in the event non-performance (there are caps placed on the total percentage of fees placed at risk, as well as the percentage within an individual measurement category).</p>
47	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	In addition to the performance guarantees noted above, we can offer additional service-level agreements related to platform uptime and member support. With each client we develop a tailored "value map" that includes KPIs specifically related to their unique program goals and objectives.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
48	Describe your payment terms and accepted payment methods.	<p>Our standard invoicing approach includes a base subscription fee for platform services billed annually in advance or per employee per month based on eligibility file data. Per-participant or per-unit fees for optional services are billed monthly in arrears. Rewards are billed bimonthly in arrears. Unless otherwise noted, partner service fees are billed annually in advance in accordance with subscription fees. Standard payment terms are net 30 days.</p> <p>We accept wire, ACH or check. EFT information can be provided during contract negotiation.</p>
49	Describe any leasing or financing options available for use by educational or governmental entities.	N/A
50	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.	The existing, agreed-upon order form between Virgin Pulse and Sourcewell is attached to our proposal submission.
51	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?	We do not accept credit card payments or corporate purchasing card payments.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
52	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Please see Sourcewell Pricing_Virgin Pulse for our detailed pricing guide.</p> <p>Virgin Pulse uses a variety of pricing methodologies, some to reflect the wishes of our customers and others related to the type of service being procured. For example, the foundation of the services to be offered to Sourcewell entities is a choice of three digital solutions: Engage, Ignite and Core. These platform products are priced PEPY (Per Employee Per Year) or PEPM (Per Employee Per Month), depending on client wishes. In our pricing guide we have priced as PEPY to avoid confusion.</p> <p>Other services, such as telephonic coaching, biometric screening services, and health stations offer different pricing models. Telephonic coaching, for example, can be purchased PEPY, PEPM, PPPY (Per Participant Per Year), or PPPM (Per Participant Per Month). This flexibility allows customers to choose the pricing model best suited to their procurement protocols.</p> <p>Items such as biometric screening services are priced per test conducted. Health stations are offered on a per unit basis.</p>
53	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>While we offer a variety of services in our pricing guide, the foundational products are our Engage, Ignite and Core. These three solutions offer variety in the breadth and depth of content, as well as features and functionality. We will consult with Sourcewell entities to help them choose the most appropriate solution based on their specific goals, objectives, budget and wellbeing program history.</p> <p>Additional services/programs offered are built on the digital platform solution selected. In other words, none of the ancillary services described in our pricing guide may be purchased without the purchase of Engage, Ignite or Core, with few exceptions.</p> <p>Engage, Ignite and Core are offered at a base 20% discount to Sourcewell entities.</p>
54	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Virgin Pulse fees are based on a volume-based pricing model. PEPY and PEPM prices are lower as certain volume tiers are reached.</p>
55	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Virgin Pulse does offer an extensive ecosystem of certified and authorized partners, many of which may be purchased on Virgin Pulse paper to avoid further procurements. Because the ecosystem is very large, offering products that range in scope from mental health to physical to financial wellbeing, we have not listed our partners in the pricing guide, again, to avoid confusion. Should Sourcewell entities express an interest in learning about and/or procuring these additional services, we will discuss with them on a case-by-case basis. Our not including that information in our response, does not limit a Sourcewell member entity from accessing if and when appropriate.</p>
56	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	N/A
57	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>There are additional charges for mailing distribution. Printing, postage and fulfillment charges will be estimated and billed to clients via a statement of work prior to project work being completed.</p>
58	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>We ship devices individually to members or in bulk to clients anywhere in the world, excluding embargoed countries. We have fulfillment centers in several countries to reduce shipping times and costs. For many countries where shipping from our fulfillment centers would be inefficient, we offer a variety of in-country vouchers.</p>

59	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As a software-as-a-service (SaaS) company, there is no physical distribution or delivery involved in Virgin Pulse's solution, with the exception of certain auxiliary products such as print communication materials or proprietary tracking devices. Information on the physical distribution and fulfillment of these items is provided in our responses to Questions 57 and 58.	*
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Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
61	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Virgin Pulse's finance department has specific and detailed audit controls to verify compliance with its contracts. Finance team members will report sales and the proper administrative fees to Sourcwell on a quarterly basis or as otherwise agreed. In addition, upon negotiation and execution of its client contracts, each client has a specified account manager that will oversee the client's account and take part in the reporting of sales.
62	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 consult with clients to understand what the success of their program will look like and how it will be measured. The most common metrics we use to measure success include: <ul style="list-style-type: none"> • Enrollment (signing up for the platform) • Engagement (meaningful interaction with our digital or live products and services in a given month) • Average steps • Quarterly program level achievement • Challenge completion • Activity achievement • Positive health risk shift (maintaining a healthy measurement or improving measurement in any way) • Usage of third-party programs • Achievement of mutually agreed upon KPIs
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose an administrative fee of 1%.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Please refer to our Proposal Supplement for a full overview of our solution.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	5112 – Software Publishers

Table 148: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered	Comments
66	Wellness engagement programs and platforms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to our Proposal Supplement for a full overview of our solution.
67	Biometric screening services and coordination	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to "Biometric screenings" in our Proposal Supplement for an overview of our biometrics screenings services.
68	Wellness incentive management	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to "Rewards" in our Proposal Supplement for an overview of our incentive management and reward capabilities.
69	Health coaching	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to "Coaching" in our Proposal Supplement for an overview of our coaching services.
70	Wellness program management and related services, such as data analytics, predictive modeling, wellness program branding, strategic planning, and on-site wellness center management, but only to the extent that such services are complementary to a proposer's offering of the solutions described in line items 66 - 69 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to our Proposal Supplement for an overview of our solution, including our reporting capabilities,

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](#) - Sourcewell Pricing_Virgin Pulse.xlsx - Monday May 16, 2022 14:13:23
- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - Virgin Pulse Communications Look Book.pdf - Monday May 16, 2022 14:34:40
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - Sourcewell Agreement and Contract Order Form Template_Virgin Pulse.zip - Monday May 16, 2022 14:20:09
- [Upload Additional Document](#) - Proposal Supplement and Additional Documents.zip - Wednesday May 18, 2022 12:10:05

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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_6_Wellness_Engagement_Programs_Solutions_RFP_051922 Tue May 10 2022 11:14 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Wellness_Engagement_Programs_Solutions_RFP_051922 Fri April 29 2022 04:12 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Wellness_Engagement_Programs_Solutions_RFP_051922 Mon April 25 2022 04:11 PM	<input checked="" type="checkbox"/>	4
Addendum_3_Wellness_Engagement_Programs_Solutions_RFP_051922 Tue April 19 2022 04:25 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Wellness_Engagement_Programs_Solutions_RFP_051922 Thu April 14 2022 04:33 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Wellness_Engagement_Programs_Solutions_RFP_051922 Tue March 29 2022 03:51 PM	<input checked="" type="checkbox"/>	2