

**Solicitation Number: RFP #012722****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and NS412, LLC, dba Wondr Health, 12790 Merit Drive, Building 9, Suite 700, Dallas, TX 75251 (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 Digital Health Products and Solutions from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 29, 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. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity. Supplier disclaims any other warranty of any kind and may incorporate express warranty disclaimers in its transaction documents or service agreements with Participating Entities.

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

3. PRICING

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

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

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

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

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

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

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

C. HOT LIST PRICING. Intentionally omitted.

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. 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:

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

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

7. CUSTOMER SERVICE

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

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

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, 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 Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

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

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

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

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

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. No party will be liable to the other for indirect, incidental, special, or consequential damages arising out of or related to this Contract.

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, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.
5. *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-Completed operations
- \$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

NS412, LLC, dba Wondr Health

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/24/2022 | 9:09 PM CDT

DocuSigned by:
Emily Taylor
By: E32DD7E16375455...
Emily Taylor
Title: CFO and CHRO
Date: 3/25/2022 | 10:37 AM CDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 3/25/2022 | 10:47 AM CDT

RFP 012722 - Digital Health Products and Solutions

Vendor Details

Company Name: NS412, LLC dba Wondr Health
Does your company conduct business under any other name? If yes, please state: Wondr Health
Address: 12790 Merit Drive
Building 9, Suite 700
Dallas, Texas 75251
Contact: Sandy Schenck
Email: sschenck@wondrhealth.com
Phone: 314-378-7891
Fax: 314-378-7891
HST#: 26-2868596

Submission Details

Created On: Wednesday December 22, 2021 12:35:02
Submitted On: Thursday January 27, 2022 16:25:02
Submitted By: Sandy Schenck
Email: sschenck@wondrhealth.com
Transaction #: 7fa46c78-2cf3-4031-893f-71deb62abc42
Submitter's IP Address: 71.11.103.223

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")	NS412, LLC dba Wondr Health
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Wondr Health
4	Provide your CAGE code or DUNS number:	N/A
5	Proposer Physical Address:	12790 Merit Drive Building 9, Suite 700 Dallas, TX 75251
6	Proposer website address (or addresses):	www.wondrhealth.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):	Emily Taylor CFO and CHRO etaylor@wondrhealth.com 469-872-8034
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sandy Schenck VP, Enterprise Accounts sschenck@wondrhealth.com 314-378-7891
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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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.	Wondr Health (formerly Naturally Slim) is a digital behavioral change company with 15+ years in the employee benefits space, including extensive experience working with public entities including state governments, cities, counties and other municipalities, K-12 schools, and colleges and universities. Our mission is to do the most good for the most people and we do this by delivering an evidence-based, cost-effective, and scalable behavioral weight loss program grounded in science. We measure success by "lives changed" instead of "revenue" and focus on the significant health improvements of our participants beyond weight loss - such as less stress, better sleep, and more self-confidence. Wondr helps people improve their physical and mental health to prevent and reverse the impact of obesity-related chronic disease through modest, sustained weight loss, starting with mindful eating and developing a healthier relationship with food, stress, sleep, and physical activity. The Wondr Health core values include: "hold the door" (humility), "show up" (be present and passionate), "want the ball" (be bold), "share your table" (kindness to all equally), and "do the right thing, always" (be transparent and honest). We're experts in health who help experts in business — we know what employers, brokers, and health plans need and our goal is to be the easiest benefits vendor they'll ever work with. At Wondr, we also believe in inclusivity and that everyone is WondrWorthy. Everyone is worthy of better health and good health comes in bodies of all sizes and shapes. But that doesn't mean you have to become a different person to be a healthier person. Whether you love cheeseburgers or running marathons, we show people how to achieve their best health, through science-based and clinically-proven skills — which in turn, improves the health of the organizations they work for. We're not new to the benefits space and we pride ourselves in being a trusted solution for public and private employers of all sizes, health plans, brokers, and consumers. Wondr works with 800+ clients across the U.S., including 47 Fortune 500 companies, 6.5 million eligible participants, 41 higher education clients, 82 partners in the public sector across 30 states, and 50 health plan carriers/TPAs.	*
11	What are your company's expectations in the event of an award?	In the event of an award, Wondr Health's expectations are to celebrate and appreciate the opportunity to positively impact the lives of tens of thousands of people, while generating meaningful financial, clinical, and cultural ROI for Sourcewell's member entities. We also expect to get to work immediately to support Sourcewell in driving engagement in Wondr among your participating entities and their employees. It's important to note that the Wondr program is infinitely scalable and we are ready to support this contract today without having to hire additional staff or invest in technology and infrastructure.	*
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.	Wondr is privately held by The Riverside Company and is very profitable and financially stable. Should we become a finalist in the RFP, we will supply financial statements.	*
13	What is your US market share for the solutions that you are proposing?	99%	*
14	What is your Canadian market share for the solutions that you are proposing?	1%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	N/A	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Wondr Health is a service provider and all sales, client service, and participant support functions are led by our own in-house employees. In addition, Wondr contracts with a third-party firm to help support lead generation activities.	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	In 2019, Wondr (formerly Naturally Slim) was named the winner of the Pittsburgh Business Group on Health's 2019 Innovations Summit, which identifies and rewards emerging health care technologies, products or services designed to help employers build a healthier workforce. Wondr has also published three peer-reviewed clinical studies in scientific journals in the last five years (with additional papers published in 2015 and 2016). In March of 2021, Wondr achieved HITRUST certification by meeting key regulations and industry-defined requirements for information and data privacy, security, and HIPAA compliance. In addition, several Wondr participants have earned industry and organizational awards as a result of their success in our program. Two examples can be found here (https://www.uth.edu/hr/storydetail.htm?id=40fe8c89-b2b9-45df-b934-ddda2d4dd55b) and here (https://www.acaphealthworks.com/naturally-slim-participant-wins-healthy-hero-award).	*
20	What percentage of your sales are to the governmental sector in the past three years	34.9%	*
21	What percentage of your sales are to the education sector in the past three years	18.4%	*
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?	N/A	*
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?	N/A	*

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 *	
University of Kentucky	Richard Amos Chief Benefits Officer	(859) 257-4759 richard.amos@uky.edu	*
Mississippi State and School Employees Health Insurance Plan	Cindy Bradshaw State Insurance Administrator	(601-359-5014) Cindy.Bradshaw@dfa.ms.gov	*
Parkway Schools (Chesterfield, MO)	Leah Gonzalez Employee Wellness Coordinator	(314) 415-8034 lgonzalez1@parkwayschools.net	*

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 *	
N/A	Government	South Carolina - SC	Wondr behavioral weight management program available to government, higher education, and K-12 education employees and family members	Launched in 2018	\$8,596,000	*
N/A	Government	New Jersey - NJ	Wondr behavioral weight management program available to government, higher education, and K-12 education employees and family members	Launched in 2020	\$6,913,000	*
N/A	Government	Kansas - KS	Wondr behavioral weight management program available to government, higher education, and K-12 education employees and family members	Launched in 2016	\$6,077,000	*
N/A	Government	Mississippi - MS	Wondr behavioral weight management program available to government, higher education, and K-12 education employees and family members	Launched in 2019	\$5,829,000	*
N/A	Education	Texas - TX	Wondr behavioral weight management program available to higher education and medical center employees and family members	Launched in 2016	\$5,812,000	*

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.	Wondr employs a sales team of approximately 15 experienced professionals located throughout the U.S. We don't actively sell in Canada but several Canadian clients and are able to support new entities there as needed. Wondr also contracts with an organization to support lead generation activities by booking meetings with sales prospects.
27	Dealer network or other distribution methods.	N/A
28	Service force.	Wondr employs more than 20 Strategic Client Consultants and Client Operations Managers to support our clients, and an additional 15 health coaches and participant support representatives to help Wondr users in all aspects of the program.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders will be handled internally by Wondr. We will not be using distributors, dealers, or other third parties to support his Contract. Wondr will create a custom process for Sourcewell member entities to contact us when they're interested in launching Wondr. This will include a dedicated landing page/microsite on our website with program details, along with a dedicated e-mail and/or online contact form to submit a request for follow up from the Wondr team. When we receive notification from an interested member entity, we will note that group as a Sourcewell member in our system and the implementation process will then proceed normally following Wondr's standard process.
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.	All client and participant service is handled in house. All clients are assigned a designated Client Operations Manager (COM), while larger groups are also assigned a designated Strategic Client Consultant (SCC). The COM serves as each client's day-to-day operational contact, from the initial implementation of Wondr, to ongoing program support and issue resolution. If applicable, the SCC partners with groups to plan communication and engagement strategies, review results, provide Wondr product updates and other relevant news, and identify opportunities for growth of the partnership. Response time is 24 hours/one business day, but typically is within several hours.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Wondr is able to support entities throughout the United States and currently has clients/participants in all 50 states.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Wondr is able to support entities in Canada and currently has clients/participants in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A
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?	N/A
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>As the leading provider of digital behavioral weight loss in the education and government sectors, Wondr is already actively marketing to many Sourcewell members. We would further leverage our experience in this space by promoting case studies and client testimonials from our state and local government, higher education, and public school clients (samples are attached). Our strategy would include close examination of the Sourcewell member list and prioritization of groups of similar size, sector, and geographic location of others who have had success with the Wondr program. Furthermore, we recommend inviting all Sourcewell members to join our regular live educational webinars featuring relevant and timely topics related to physical and emotional wellbeing. We could also host dedicated webinars for Sourcewell members to learn more about Wondr and just how easy it would be to partner with us through the Sourcewell contract. As you will see in the attached samples, Wondr's marketing strategy for prospective participants is very different from traditional weight management programs and targeted, condition-specific disease management programs. We believe that people are not defined by their disease or their risk factors, and therefore focus communications on what people really care about: feeling better and enjoying all that life has to offer. To attract, engage and inspire as many people as possible, the Wondr communications materials feature real participants – no models or stock photography – as they are the heartbeat of our brand. Campaigns also include a variety of people and foods representing different demographics, so clients can choose what will resonate most with their population, while maximizing inclusivity and authenticity.</p> <p>Sample themes include:</p> <p>In Just 10 Weeks. We found in our recent consumer survey that one of the top motivators for choosing a weight loss program was "seeing results quickly." This campaign highlights that participants can eat the foods they love, lose weight, and lower stress in just 10 weeks.</p> <p>Expect Skills, Not Rules. In a recent consumer study, we found that the most important quality in a weight loss program for consumers is a program that they can maintain (69%), and fits their lifestyle (66%). This campaign highlights that participants can expect freedom from restriction with Wondr.</p> <p>Ever Wonder. This campaign is all about possibility and highlights that no matter where participants are in their weight loss journey, Wondr will help them achieve their "why" and reach their goals – whether it's to lose weight and sleep better, or feel pain-free when they wake up in the morning.</p> <p>Experience the Anti-Diet. No points, no counting calories, and no eating diet foods – this campaign highlights that – unlike other weight loss programs – Wondr is not a fad diet. It's based in behavioral science and mindful eating, so participants see results that last ... without giving up their favorite foods.</p> <p>Wondr More, Stress Less. Wondr is a holistic behavior change program for overall mental and physical wellbeing improvement that goes beyond weight loss. This campaign highlights how Wondr can help participants reduce stress and anxiety, improve their mood, sleep better, and build self-confidence.</p> <p>The Science of... A weight loss program based in behavioral science means no gimmicks and no food plans – just clinically-proven behavior change skills that fit with any lifestyle. This campaign assures participants that they can still lose weight and eat that burger they may be craving.</p> <p>Sample communications materials are attached for your review.</p>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Through regular participant surveys, engagement and social media data, and theme analyses, we glean insights that we use to customize our marketing efforts and enhance or tailor our communications to drive engagement in our program. This approach also allows us to personalize marketing efforts to be most impactful based on how an individual interacts with our communications, their activity level, and completion status, which contributes to sustainable, life-changing results.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We look forward to partnering with Sourcewell and working closely with your Supplier Development Team to learn from your experience and identify best practices for making this contract a success for Wondr, Sourcewell, your member entities, and - most importantly - their employees at risk for obesity-related chronic disease. Integration of this contract into our sales process will include the following: 1) Education and training of our sales team so they are familiar with the contract details; 2) Close examination of the member entity list by each sales rep so they can prioritize relevant members within their geographic territories into their sales plans; 3) Addition of a Sourcewell "modifier" within our CRM to track marketing activities and closed sales with member entities; and 4) development of a custom landing page/microsite on our website with a dedicated email address and contact form for interested member entities to express their interest in offering Wondr through the Sourcewell contract.	*
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.	N/A	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Wondr offers periodic webinars to both our clients and to their employees at no additional charge. Standard practice is to make this educational content available to our entire book of business but client-specific educational and training sessions may be requested by specific clients and are subject to availability and approval from Wondr on a case-by-case basis.
41	Describe any technological advances that your proposed products or services offer.	Wondr offers complete program parity between our web platform and our fully-featured mobile apps for iPhone and Android. The program also integrates with most fitness trackers and connected scales, along with the Apple Health and Google Health apps to synchronize weight and activity data. All Wondr program videos, whether web or mobile, offer closed captioning in both English and Spanish, and users can watch videos at varying speeds to best meet their needs: 1x, 1.25x, 1.5x, 1.75x, or 2x. Finally, the Wondr platform is mobile-responsive and automatically adjusts in size and formatting to fit every device (mobile, tablet, web) for the best possible user experience. Although we've invested significantly in our technology, we also know that many people prefer offline learning so we send a free Welcome Kit to all participants that includes a Wondr program guide and journal, and also offer the ability to download and print a variety of program materials and resources for easy reference.
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.	Wondr believes in leveraging electronic communications whenever possible.
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.	N/A
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.	N/A

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>From an overall program perspective, Wondr differs from other programs in the following ways:</p> <ol style="list-style-type: none"> 1) Sustainability resulting from a proprietary mindful-eating and skill-building curriculum that works in the real world, as opposed to relying on a participant's willpower to stick with a prescriptive diet 2) Infinite scalability for large, geographically dispersed employee populations using digital, video-based delivery, ensuring high-quality, consistent instruction without the inherent variability, inconsistency, and high cost of health coach-centric programs 3) Administrative simplicity through streamlined implementation process 4) Cost-effectiveness enabling Sourcewell participating entities to do the most good for the most people at the lowest possible cost 5) More than 15 years for proven results with multiple peer-reviewed clinical studies and meaningful three-pronged ROI: clinical, financial, and cultural 6) Unmatched experience in the government and education sectors, with more than 100,000 participants on from these entities using the Wondr program in 2021, and these sectors comprising more than 50% of our total revenue over the past three years <p>Looking specifically at our curriculum, Wondr differs from other programs that focus primarily on macronutrients and caloric balance, by utilizing a holistic approach to sustainable weight loss and well-being – both physical and emotional – to emphasize the mind-body connection between food, physical activity and movement, rest and sleep, and stress management. This strong foundation of mindful eating, including a focus on fullness and how the direct experience of hunger and taste satisfaction impacts how much - and how often - we eat, helps participants develop a healthier relationship with all foods to rebuild trust in the body's natural signaling system as an ever-present tool for knowing when to start and stop eating.</p> <p>In short, Wondr isn't about dieting and restrictions. Instead, it provides a common-sense way to help participants find the eating style that works best for them to maximize long-term health and overall quality of life.</p>	*
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Table 9: Performance Standards or Guarantees

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

Line Item	Question	Response *	
46	Describe any performance standards or guarantees that apply to your services	We guarantee system availability of at least 99.5% per month measured on a monthly basis. All routine and scheduled system maintenance is performed during off-peak times.	*
47	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Client and participant calls and emails will be returned and issues resolved within 24 hours/one business day but the majority of issues are resolved within several hours.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
48	Describe your payment terms and accepted payment methods.	Wondr Health's payment terms are 30 days and our preferred method of payment is ACH.	*
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.	N/A - All clients are required to sign a Business Associates Agreement and fill out an online survey to document program parameters, eligibility information, start date, etc.	*
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?	No.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
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 Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We believe in keeping pricing as simple as possible. Therefore, Wondr proposes to charge all Sourcwell member entities who we partner with through this contract a single charge of \$395 per enrolled participant. There are no other fees for the program.	*
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.	The proposed price represents a 12.2% discount from Wondr's current lowest available MSRP of \$450.	*
54	Describe any quantity or volume discounts or rebate programs that you offer.	N/A - Our single case rate price is designed for simplicity and is available to Sourcwell member entities of any size.	*
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.	N/A	*
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 - Wondr's per-participant case rate pricing is all inclusive. There are no charges for setup, implementation, communications, account management, or reporting.	*
57	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A	*
58	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A	*
59	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
60	b. the same as 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 Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Each Sourcewell participating entity that signs up with Wondr Health, would be tagged in our operating system as part of Sourcewell. The pricing would be preloaded in the operating system for any Sourcewell participating entity. We would prepare quarterly reports from our operating system of the details of the participating entities participation.
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.	<ul style="list-style-type: none"> - Number of Sourcewell entities added as clients - Total enrollment by entity and percentage of eligible population enrolled - Weekly program engagement by entity and in aggregate for all Sourcewell entities - Total average weight loss by entity and in aggregate for all Sourcewell entities - Member quality of life improvement survey data for individual entities and in aggregate for all Sourcewell entities - Participant testimonials for Sourcewell entities
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Wondr Health proposes an administrative fee of 5% of total revenue that is generated by sales to participating Sourcewell member entities under the Contract.

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.	<p>Wondr is a digital behavioral change program that helps people measurably improve their physical and mental wellbeing to prevent and reduce the impact of weight-related chronic conditions. A master class of sorts, Wondr's renowned team of clinicians and experts teach practical skills through engaging and inclusive weekly lessons that include mindful eating, nutrition, physical activity, sleep, and stress management to improve overall health and quality of life – starting with modest, sustained weight loss. The innovative Wondr curriculum is tailored to meet individual user preferences and challenges and is reinforced by a team of highly credentialed certified health coaches who provide participants additional support as needed. Plus, Wondr is delivered 100% digitally, making it infinitely scalable, with users being able to access their program anytime, anywhere it's convenient. For employers, Wondr is easy to implement and can be launched in as little as six weeks. Instead of investing in costly point solutions that only manage the symptoms of chronic conditions, employers and plan sponsors can broadly – and sustainably – address the root cause of weight-related chronic disease through the Wondr program. This helps prevent and reverse costly conditions, enhance productivity, increase engagement, and decrease claims costs – which means Wondr can help improve the financial, clinical, and cultural health of Sourcewell member entities.</p> <p>Program highlights include:</p> <p>More than a decade of proven results. Wondr Health, formerly Naturally Slim, is the oldest new company in the industry, with a legacy of success in employee benefits space since 2007. For nearly 15 years, the Wondr program has helped improve the health and quality of life of hundreds of thousands of participants from nearly 1,000 employers and plan sponsors of all types, sizes, industries, and geographic locations.</p> <p>Real-world, holistic approach. It's well known that restrictive diets, calorie counting, and "eat this, not that" advice do not create sustainable behavior change. Instead, Wondr utilizes an evidenced-based, skill building, and mindful eating curriculum grounded in behavioral science to help users realize that when, why and how we eat are just as important as what we eat. Wondr's practical, commonsense approach treats the whole person to address the mental, emotional, and physical barriers to behavior change and help inspire healthy habits that last – without dieting!</p> <p>Infinite scalability and flexibility. Our digital approach to health behavior change offers flexibility for both our clients and participants. Wondr is completely asynchronous with no set schedules, class times, or one-on-one meetings, giving participants the ability to engage whenever and wherever they choose. This approach also helps scale Wondr's high-quality, consistent coaching across the largest populations, without the</p>

inherent variability found in traditional health coach-centric approaches. Master classes taught by experts. Wondr isn't a typo. We left out "e" as a tribute to our renowned team of Wondr doctors, clinicians, and other experts who created and teach the program and bring a holistic approach to wellbeing combining medical, physical, psychological, social, emotional, and nutritional aspects of behavioral weight loss and health improvement.

Cost effectiveness. Wondr Health is a cost-effective investment in disease prevention and population health improvement that delivers a proven financial ROI that's been third-party validated. Without the hefty price tag of one-on-one health coaching and costly devices, Wondr's digital video curriculum allows employers and plan sponsors to maximize return on their limited resources to do the most good for the most people at the lowest possible cost.

Science-based and data-backed. Independent studies have proven that behavioral counseling programs focused on skill-building, not dieting, are the most effective and sustainable method for weight loss, diabetes prevention, and overall health improvement. Wondr's real-world clinical outcomes with large populations have added to the evidence, with results published in five peer-reviewed published clinical studies, with a sixth currently in final review.

Easiest implementation ever. Seriously, it's ridiculously simple and we do all the heavy lifting. We'll create a co-branded application page and customized, co-branded employee communications and marketing materials. Wondr Health also includes comprehensive reporting on each group's enrollment, participation, and health improvement metrics.

Based in behavioral science, the entire Wondr experience is designed to drive sustained engagement and measurable health outcomes. Here's what it includes:

- A full year of weekly master class video lessons led by a world-class line up of renowned instructors who are experts in their fields covering mindful eating, nutrition, physical activity, healthy cooking and meal prep tips, sleep, stress management, resilience, and more
- Research-based, tailored content tracks for physical activity and eating behaviors based on users' goals, individual challenges, lifestyles, and personal preferences
- Weekly skills checks and in-the-moment tools to reinforce learning, provide and create results that last
- Regular in-program communications, including emails and optional text alerts, to keep participants engaged and moving toward their goals
- Full-featured mobile app for both iOS and Android offering full program parity with the Wondr web platform for 24x7 on-the-go access to the program\
- Non-video, off-line resources like downloadable tip sheets that consider all types of learners
- Welcome kit with components – including a comprehensive Wondr program reference guide – designed to excite participants and keep them on track towards their goals
- WondrLink online social network for building connections and community with current participants and Wondr alumni
- Unlimited on-demand access to certified and highly credentialed health coaches

The 12-month Wondr program has been designed to maximize positive outcomes by meeting and exceeding the Federal Obesity Treatment Guidelines. These guidelines recommend no less than 14 interventions in the first six months, with continuing treatment and support for a full year. Our program is delivered in three distinct phases that build on each other for lasting weight loss and improvements in mental and physical wellbeing.

WondrSkills (Months 1-3) - The foundational WondrSkills portion of the program is designed to educate users on the science behind weight loss. This includes Wondr's proprietary Between Meal Skills that help users identify their personal hunger patterns and minimize emotional eating and mindless snacking, and During Meal Skills that promote more mindful eating with an increased awareness of the role flavor and fullness play in developing a healthier relationship with food. Users also learn how things like stress, sleep, emotions, physical activity, and nutrition all impact our weight. Beyond simply delivering information, Wondr sets participants up for success by empowering them to hone their skills through practical application. Each week of WondrSkills is made up of multiple video lessons, including core content for all participants, plus personalized behavioral strategies based on individual participant's eating and physical activity preferences.

WondrUp (Months 4-6) - After completing phase WondrSkills, participants move into the WondrUp phase. This phase reinforces the learning provided in WondrSkills and allows participants to tune-up their learning in the areas they need it. This includes refreshers on many of the core During and Between Meal Skills and other topics covered in WondrSkills, including stress management, improved sleep, and building resilience. New topics are also covered, such as brain health, relapse prevention, and body positivity.

WondrLast (months 7-12) - After completing WondrSkills and WondrUp, participants receive ongoing weekly support to help them maintain their new healthy habits in the face of real-life challenges. Our team is there to provide extra motivation and encouragement for continued weight maintenance. WondrLast includes new weekly episodes from our instructors and health coaches that address topics requested by participants. Supplemental content is released to provide additional coaching based

		on the most up-to-date research and seasonal topics, and how to apply the WondrSkills in the real world at social events, during holidays, on vacation, and more. Ongoing access to WondrLink provides users continued support from Wondr's community of participants and alumni to further catalyze and enhance progress.	
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Weight Management Weight Loss Obesity Care Nutrition Diabetes Prevention Metabolic Syndrome Reversal Physical Wellbeing Digital Counseling Health Coaching	*

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	Physical point solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	The Wondr digital counseling program for weight management is a single point solution to improve both physical and emotional wellbeing, starting with modest weight loss through mindful eating and developing a healthier relationship with food, stress, sleep, and physical activity.
67	Digital health coaching	<input checked="" type="radio"/> Yes <input type="radio"/> No	The Wondr video curriculum is led by clinical experts and offers coaching to participants in the areas of behavioral weight management, healthy eating and nutrition, stress management, and sleep improvement. Wondr offers unlimited on-demand health coaching from our experienced team of highly-credentialed health coaches.
68	Engagement and utilization applications and platforms	<input type="radio"/> Yes <input checked="" type="radio"/> No	Wondr integrates seamlessly with all engagement platforms.
69	Risk management solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	The Wondr program is clinically-proven to reduce the prevalence of the risk factors tied to Metabolic Syndrome - elevated waist circumference, high blood sugar, high blood pressure, low HDL cholesterol, and high triglycerides - which can significantly reduce the risk of cardiometabolic conditions like diabetes, hypertension, and heart disease.
70	Condition specific solutions, including, but not limited to: i. Musculoskeletal health; ii. Diabetes prevention and management; iii. Hypertension; iv. Weight loss; and, v. Infertility (Use the Comment field to specify what conditions apply)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wondr Health offers a single digital health point solution for behavioral weight loss that is proven to be effective in preventing and managing obesity, diabetes, hypertension, and Metabolic Syndrome and its related risk factors, all while improving participants' overall quality of life.
71	Services and technology related to the offering of the solutions described in Lines 66-70 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	The entire Wondr program - from the underlying technology platform and mobile apps to our proprietary video curriculum scripted, shot, and produced entirely in-house to our full-service client and participant support is all owned, developed, and managed by Wondr Health.

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](#) - Wondr Health - Sourcewell Pricing Proposal.pdf - Thursday January 27, 2022 16:06:21
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - Wondr Health - Marketing Samples.zip - Thursday January 27, 2022 16:08:20
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Wondr Health - Additional Documents.zip - Thursday January 27, 2022 16:08:54

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. - Emily Cox, CFO, NS412, LLC dba Wondr Health

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Digital_Health_Products_Solutions_RFP_012722 Thu January 20 2022 04:00 PM	<input checked="" type="checkbox"/>	4
Addendum_3_Digital_Health_Products_Solutions_RFP_012722 Wed January 19 2022 08:35 AM	<input checked="" type="checkbox"/>	5
Addendum_2_Digital_Health_Products_Solutions_RFP_012722 Mon December 27 2021 10:56 AM	<input checked="" type="checkbox"/>	3
Addendum_1_Digital_Health_Products_Solutions_RFP_012722 Tue December 21 2021 03:03 PM	<input checked="" type="checkbox"/>	2