



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

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Visibility Company, dba Propel Inc., 105 Continental Place, Suite 400, Brentwood, TN 37027 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Wellness Engagement Program Solutions and Related Services from which Supplier was awarded a contract.

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

#### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires July 8, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

#### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

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

### **3. PRICING**

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell 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 Sourcwell, the Supplier will pay an administrative fee to Sourcwell 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 Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

### **11. INDEMNITY AND HOLD HARMLESS**

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

### **12. GOVERNMENT DATA PRACTICES**

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

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

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,



resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

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

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

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

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

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

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

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

## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

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

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

Minimum Limits:  
\$2,000,000

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

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

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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



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

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

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

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

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

The Visibility Company, dba Propel Inc.

DocuSigned by:  
*Jeremy Schwartz*  
 By: C0FD2A139D06489...  
 \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 7/5/2022 | 4:39 PM CDT

DocuSigned by:  
*Bob Layne*  
 By: 48BAB8C351424DA...  
 \_\_\_\_\_  
 Bob Layne  
 Title: President & CEO  
 Date: 7/5/2022 | 4:45 PM CDT

Approved:

DocuSigned by:  
*Chad Coquette*  
 By: 7E42B8F817A64CC...  
 \_\_\_\_\_  
 Chad Coquette  
 Title: Executive Director/CEO  
 Date: 7/5/2022 | 7:08 PM CDT

# RFP 051922 - Wellness Engagement Program Solutions and Related Services

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## Vendor Details

Company Name: Propel Inc

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

Address: 105 Continental Place  
Suite 400  
Brentwood, TN 37027

Contact: Max Rasmussen

Email: [mrasmussen@propelwellness.com](mailto:mrasmussen@propelwellness.com)

Phone: 615-377-6116 1011

HST#: 223873674

## Submission Details

Created On: Tuesday March 29, 2022 15:58:35

Submitted On: Wednesday May 18, 2022 17:42:44

Submitted By: Bob Layne

Email: [blayne@propelwellness.com](mailto:blayne@propelwellness.com)

Transaction #: a5b9208b-ade4-4d25-ad33-9513be74e41e

Submitter's IP Address: 173.164.21.2

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## 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")	The Visibility Company
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	none
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Propel Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	4X3K2; (currently in process of being assigned UEI)
5	Proposer Physical Address:	105 Continental Pl. Suite 400 Brentwood, TN 37027
6	Proposer website address (or addresses):	www.propelwellness.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):	Bob Layne, President & CEO 105 Continental Pl. Suite 400 Brentwood, TN 37027 blayne@propelwellness.com 615-377-6116
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nicholas Layne, Director of Strategic Operations 105 Continental Pl. Suite 400 Brentwood, TN 37027 nlayne@propelwellness.com 615-377-6116
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Max Rasmussen, Business Development Manager 105 Continental Pl. Suite 400 Brentwood, TN 37027 mrasmussen@propelwellness.com 615-377-6116

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Propel has been in business since 2002. For 20 years, Propel has focused on two core elements of well-being: the science of behavior change and employee engagement. We understand that the greatest methods of motivating behavior change and truly engaging employees came when an organization was able to execute a fully customized approach. The market rarely wants to go the extra mile to deliver bespoke well-being programming, and as a result, organizations have experienced only mild success in well-being. Propel uniquely delivers an approach that seeks to understand the client, develop a highly customized strategy, and execute at the highest level. Our team does not simply hand clients "our program", but allows each client the freedom to define their own program with a best-in-class platform that consolidates disparate initiatives into one, comprehensive program.
11	What are your company's expectations in the event of an award?	Propel will initiate dedicated marketing/sales, IT, design/communications and client support teams to promoting, implementing and servicing Sourcewell members to ensure the highest quality, most responsive product and service delivery.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	As a privately held corporation, Propel is not permitted by its board of directors to release its financial statements in a public RFP. However, to assure good-faith performance, we can say that Propel, as a 20-year-old corporation has a long track-record of revenue growth and profitability, being selected to provide sophisticated programming for some of the nation's and the world's largest organizations, to include: the State of California, Barclays, Rolls-Royce, Pitney Bowes, Texas Roadhouse, NAPA Auto Parts, Sutter Home, Marcum Accountants and Advisors, and hundreds more.
13	What is your US market share for the solutions that you are proposing?	Propel is unaware of any independent organization that captures accurate market share data in this highly-fragmented market and therefore, any claim by us (or any other vendor in this space) would be subjected and not supportable by independent data.
14	What is your Canadian market share for the solutions that you are proposing?	Propel is unaware of any independent organization that captures accurate market share data in this highly-fragmented market and therefore, any claim by us (or any other vendor in this space) would be subjected and not supportable by independent data.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Propel is a service provider. Any individuals selling Propel's services are fully employed by Propel.
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	Propel measures its success through the awards and recognition its clients receive for their well-being programming which is delivered by Propel. For many years, our programs are routinely awarded the industry's highest honors from independent, third-party organizations such as Harvard Medica/Wellness Workdays, National Business Group on Health, C. Everret Koop National Health Awards and many others.	*
20	What percentage of your sales are to the governmental sector in the past three years	35%	*
21	What percentage of your sales are to the education sector in the past three years	15%	*
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 Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
CalHR/State of California	Emily Mah-Nakanishi, Wellness Program Manager	(916) 323-0862	*
Orlando Utilities Commission	Jill Rainford, Wellness Program Manager	(407) 434-2764	*
Colorado Access	Josh Lipman, Human Resources	(720) 744-5304	*

**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 *
State of California	Government	California - CA	Propel provides The State of California's comprehensive well-being portal, program design and strategy guidance, program marketing and communication support.	225,000+ eligible employee lives + spouses/dependents	\$500,000
El Paso County, CO	Government	Colorado - CO	Propel provides El Paso County, Colorado's comprehensive well-being portal, program design and strategy guidance, program marketing and communication support.	1,400+ eligible employee lives + spouses/dependents	~\$115,000
City of Colorado Springs, CO	Government	Colorado - CO	Propel provides the City of Colorado Springs' comprehensive well-being portal, program design and strategy guidance, program marketing and communication support.	2,400+ eligible employee lives + spouses/dependents	~\$150,000
Orlando Utilities Commission	Government	Florida - FL	Propel provides Orlando Utilities Commission's comprehensive well-being portal, program design and strategy guidance, program marketing and communication support.	1,400+ eligible employee lives + spouses/dependents	~\$165,000
Duquesne Light Company	Government	Pennsylvania - PA	Propel provides Duquesne Light Company's comprehensive well-being portal, program design and strategy guidance, program marketing and communication support.	2,000+ eligible employee lives + spouses/dependents	~\$150,000

**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.	Propel's salesforce is focused on helping each prospective customer understand the Propel product and service. This team is available to demonstrate the product, to provide relevant experiences, and to answer any questions related to the platform, implementation, and continual use. When a prospective client decides to proceed with Propel, the sales team will assist in facilitating the contract process.
27	Dealer network or other distribution methods.	N/A.
28	Service force.	Propel's service force, called the Client Services team, is focused on the implementation and continued management of the Propel platform for each of our clients. Each client is assigned an Account Executive (AE) that stays with them throughout the relationship. The AE will work to develop an unique strategic approach that is intended to increase employee engagement. The AE will guide the implementation process and, when fully implemented, will continue meeting regularly (usually bi-weekly) with the client. The AE assists in program strategy, incentive automation, communication, content implementation, and special initiatives.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Propel's sales team will work with entities interested in proceeding with the Propel platform. When an entity is ready to order, a contract and S.O.W. will be sent to the entity to review. After all documents are signed, a 45 - 60 day implementation begins with the Propel Client Services team.
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.	Propel has several pathways for participants to find answers to their questions and resolve issues quickly. Propel comes with dozens of built-in training videos that provide an overview of everything from log-in to creating an activity in the tracker. Also included in the platform is a help section with detailed descriptions and frequently asked questions. If a participant still cannot resolve a problem or needs further assistance, Propel's Portal support team is available by phone and email. The Portal support team will use a key identifier (usually employee id) to verify the individual before proceeding with the request. Any requests that cannot be resolved immediately will be submitted to the incident response team for further analysis. Propel's internal ticketing system ensures all requests are handled quickly and efficiently. Propel's Chief Administrative Officer regularly meets with the incident response team to review tickets.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Propel currently operates in 75 countries and is able and willing to offer its products and services within the United States.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Propel currently operates in 75 countries and is able and willing to offer its products and services within the Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Propel can serve any area in the United States and Canada.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None.



**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Propel's marketing approach is multifaceted and includes tailored email, offering-overview PDFs, website product/service descriptions that include FAQ's, product/service detail, video explainer content and product demos. All marketing content will be customized for Sourcewell members. That is, each marketing element (PDFs, website, demos, etc.) will be designed for Sourcewell member offerings.</p> <p>The email communication and overview flyer communications will have links to a Propel microsite that will be exclusive to Sourcewell. For example, because Sourcewell members will receive favorable pricing, if they viewed Propel's general sales website, they would see higher pricing than they will see on Propel's Sourcewell-version microsite.</p> <p>The exclusive Sourcewell-member, Propel microsite can also be linked from multiple Sourcewell sources.</p> <p>Once a Sourcewell-member organization indicates interest in learning more, a member of the Propel sales team will set up a virtual demo/discussion session(s) to demonstrate the available products and services, answer questions and ultimately complete the sale. The organization would then be connected with the program implementation/onboarding team.</p> <p>Propel will also include a link on its general Propel sales site (e.g., "Is your organization a Sourcewell member? Click here for special features and pricing!") to help promote the Sourcewell brand and membership. Non-members who click the link will be given promotional language about the requirements and benefits of Sourcewell membership along with a link to a Sourcewell site to learn more about membership.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Propel uses metadata and targeted email technology to tailor messaging based on organizational size, industry and region. Propel embraces social-media messaging and marketing and uses a range of technology tools and resources from awareness to deep relationship-based marketing.</p> <p>We develop meaningful tools and resources to introduce to a variety of markets to demonstrate value in creating a partnership with Propel. Such resources are delivered to the target market through a variety of technology platforms (e.g., Propel's Sourcewell-member micro site and LinkedIn,</p>
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?	<p>Propel anticipates that Sourcewell would promote Propel (with, for example, links to Propel's Sourcewell-member microsite) website, conferences, publications, vendor listings, etc. where it identifies well-being programming offerings/partnerships. Propel would funnel the leads created by Sourcewell's awareness efforts to its hands-on outreach and new-client-relationship development process.</p> <p>Once a new contract is secured, (with approval from the client organization and Sourcewell), Propel would promote the new relationship through social media, the Sourcewell-member Propel microsite and in other communications. Propel will routinely seek client satisfaction and success stories from clients to promote their results to fellow Sourcewell members.</p> <p>Propel will also include a link on its general Propel sales site (e.g., "Is your organization a Sourcewell member? Click here for special features and pricing!") to help promote the Sourcewell brand and membership. Non-members who click the link will be given promotional language about the requirements and benefits of Sourcewell membership along with a link to a Sourcewell site to learn more about membership.</p>
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.	<p>Propel does not utilize an e-procurement ordering process. Our process is streamlined and straightforward and has worked very efficiently for our city, county, state, school district, university, utility, and other non-profit clients.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Propel provides a variety of free training and training resources to its clients' program administrators. This free training includes:</p> <ul style="list-style-type: none"> <li>• Well-being program planning and design</li> <li>• Onboarding</li> <li>• Employee engagement and motivation strategies</li> <li>• Content management</li> <li>• Competition planning and design</li> <li>• Incentive design</li> <li>• Report interpretation</li> <li>• Communication</li> <li>• Well-being champion program design and engagement best-practices</li> </ul> <p>Propel also includes a variety of training articles and videos on the Portal that demonstrate for participants how to get the most from the Propel tools and resources for optimum well-being improvement.</p>	*
41	Describe any technological advances that your proposed products or services offer.	<p>Propel offers an On-demand Communication tool which enables each organization to communicate with their population in a variety of ways. The Administrator can send communications to all that have registered on the platform or select a subset of the population to communicate with based on different criteria such as those that are members of a certain group, are located in a certain work location, those not registered yet, those entered into a particular competition, those who have met a competition goal, and more. Not only does Propel offer the ability to build a challenge around any action that is trackable and offer challenges to individuals, teams or groups, but also Propel is unique in offering organizations the ability to challenge one or more other organizations that are using the Propel Connect Platform. By providing this unique model, your entire organization can join together to challenge one or more other organizations. This enables organizations to build camaraderie and engagement as you work together completing healthy actions to reach a common goal. The challenges can be built based on hundreds of trackable activities including the typical step challenge, challenges that encompass any type of fitness activity completion, challenges based on mental well-being activity, nutritional activity and much more. Rewards can be given to challengers in a variety of ways as well. Propel provides a Portal experience that allows clients to utilize our Content Management System (CMS) tools to easily add, modify and remove information in the Portal. In addition, the Portal provides members access to a tremendous amount of curated content in articles, videos, and e-learning modules. The content can be further customized to a member based on the personal pathway a member selects or by viewing content that is targeted to areas of interest.</p>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Propel's data infrastructure, managed by IBM, resides in a green-initiative framework of partnerships and collaborations that include:</p> <ul style="list-style-type: none"> <li>U.S. EPA's ENERGY STAR</li> <li>U.S. Green Power Partnership</li> <li>United Nations Environment Programme</li> <li>European Union Code of Conduct for Energy Efficiency in Data Centres Program</li> <li>Center for Climate and Energy Solutions (C2ES)</li> <li>Environmental Law Institute</li> <li>The Climate Registry</li> <li>The Nature Conservancy</li> <li>World Environment Center</li> <li>ECMA 328 Standard, "Determination of Chemical Emission Rates from Electronic Equipment"</li> <li>ECMA 341 Standard, "Environmental design considerations for electronic products"</li> <li>ECMA 370 Standard, "The Eco Declaration"</li> <li>European Committee for Electrotechnical Standardization (CENELEC)</li> <li>ISO Technical Committee 207 (TC 207) for Environmental Management System Standards</li> <li>ISO Technical Committee 301 (TC 301) for Energy Management Systems</li> </ul>	*
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.	Propel does not seek third-party eco-labels, ratings or certifications.	*
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	<p>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>	<p>Propel actively seeks to leverage an organization's internal culture to achieve the highest levels of well-being program engagement. Our deep research into the science of motivation and behavior change—and our own experience—supports the significant value in integrating what is one of the organization's most powerful assets: its culture. Most vendors in this space provide a product or resources directed almost exclusively to the individual with very little effort given to integrating the organization's culture.</p> <p>To achieve the greatest levels of engagement and positive behavior change, Propel engages a three-pronged approach that addresses the most effective drivers of behavior: Organizational culture, Peer Influence, Personal Needs/Goals.</p> <p>Organization: Employees expect their employer to define a vision, mission, goals, standards, initiatives and goals that ultimately direct behavior. By integrating well-being into that cultural matrix, the City reinforces the value of each individual's well-being and demonstrates that through organizational initiatives. Propel has multiple strategies, tools and resources designed to significantly enhance this infusion of well-being into the culture. This includes providing the organization with its own community-initiatives page to highlight organizational initiatives as a part of enhancing a culture of total-well-being.</p> <p>One of the most prominent strategies is to give each organization the opportunity to design a well-being challenge and invite one or more other organizations to compete with them. Propel allows the City to search by industry or organization name for other Sourcewell-Propel clients to send challenge invitations. Only those who accept the challenge will be able to see the leaderboard. This inter-organizational challenge resource is a powerful motivator of organizational-spirit and employee engagement.</p> <p>Peer. We are all familiar with the powerful influence peers can have on our behavior choices. With Propel, individuals have multiple ways to engage with their peers to achieve healthy behavior change. Peers can send messages with others, form or join teams, connect with an accountability partner, launch private individual or team challenges and more.</p> <p>Personal. We each come well-being from our own, personal place. Propel offers each individual a variety of ways to discover what is important to them and to help direct resources toward positive behavior change. The array of personal resources includes health assessments, personal pathways, content targeting, personal well-being-improvement programs, goal setting/tracking, videos, tools, articles, challenges, recognition, incentive and more.</p> <p>Propel's approach, developed over two decades, goes much further than the typical "track your steps, read some "cards" and cash in your points" model that is the center of most vendors' well-being approach. Propel focuses on the science of behavior change and layers its customized 360° approach (Organizational, Peer, Personal) to achieve lasting positive results.</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	<p><b>PROPEL PERFORMANCE GUARANTEES</b>  Propel recognizes the importance of consistently achieving the highest level of service for its clients. At a minimum, Propel provides the following performance guarantees on core metrics:</p> <p>1. Platform Uptime: The platform uptime of 99.9% refers to the availability of the site to authorized users.  <b>PERFORMANCE GUARANTEE:</b> 99.9% portal availability other than scheduled and communicated down time. All scheduled down time must be communicated to client a minimum 72 hours in advance of down time and to participants a minimum of 48 hours in advance of scheduled down time. Should Propel fail to achieve this uptime performance level measured on an annual basis, it will refund client the following percentage of annual license fees paid for that year:</p> <table border="0"> <tr> <td colspan="2">Performance Level Achieved:</td> </tr> <tr> <td>99.9% uptime:</td> <td>0% license fee</td> </tr> <tr> <td>refunded</td> <td></td> </tr> <tr> <td>99.8 – 99.9% uptime:</td> <td>1% of license fees</td> </tr> <tr> <td>refunded</td> <td></td> </tr> <tr> <td>99.7 – 99.79% uptime:</td> <td>2% of license fees</td> </tr> <tr> <td>refunded</td> <td></td> </tr> <tr> <td>99.6 - 99.69% uptime:</td> <td>3% of license fees</td> </tr> <tr> <td>refunded</td> <td></td> </tr> <tr> <td>Less than 99.6% uptime:</td> <td>5% of license fees</td> </tr> <tr> <td>refunded</td> <td></td> </tr> </table> <p>2. For Propel Enterprise Clients:  A) Implementation: Platform will be available for launch on the mutually agreed upon launch date (not less than 45 days following initial strategic planning session).  <b>PERFORMANCE GUARANTEE:</b> Propel will place 25% of the implementation fees at risk for failure to meet launch date not due to client's delay.  B) Account Team Response Time. Any inquiry from the Client's program administrator (phone message or email message) to the assigned Propel admin-support team will receive a response from the Propel account team within 4 hours of message receipt during business hours (unless an out-of-office message is posted indicating the intended recipient is not available to receive messages due to vacation, illness, holidays, etc.). For example, if a Propel account team member is not immediately available to take a call from the designated Client admin and that admin leaves a message, Propel will respond within 4 hours. If a message is left at 10:00 a.m. on a Friday, the Propel account team member will respond no later than 2:00 p.m. on Friday. If a message is left at 4:00 p.m. on Friday, the Propel account team member will respond no later than 11:00 a.m. on Monday. If the response to the Client admin takes longer than 4 hours, and the Client reports such delay via email to Propel's Vice President-Client Services, the response will be considered a "delayed response."  <b>PERFORMANCE GUARANTEE:</b> Propel guarantees no more than 2 delayed responses per month. Should Propel fail to achieve this service level, Client will receive program credit as follows:</p> <table border="0"> <tr> <td colspan="2">Performance Level Achieved:</td> </tr> <tr> <td>0-2 delayed responses per month:</td> <td>\$ 0 credit</td> </tr> <tr> <td>3-4 delayed responses per month:</td> <td>\$100 credit</td> </tr> <tr> <td>4-5 delayed responses per month:</td> <td>\$250 credit</td> </tr> <tr> <td>5-6 delayed responses per month:</td> <td>\$500 credit</td> </tr> <tr> <td>7+ delayed responses per month:</td> <td>\$750 credit</td> </tr> </table> <p>Any earned credits can be used toward single-sign-on setup fees, data-feed setup fees, custom report development fees, etc.</p>	Performance Level Achieved:		99.9% uptime:	0% license fee	refunded		99.8 – 99.9% uptime:	1% of license fees	refunded		99.7 – 99.79% uptime:	2% of license fees	refunded		99.6 - 99.69% uptime:	3% of license fees	refunded		Less than 99.6% uptime:	5% of license fees	refunded		Performance Level Achieved:		0-2 delayed responses per month:	\$ 0 credit	3-4 delayed responses per month:	\$100 credit	4-5 delayed responses per month:	\$250 credit	5-6 delayed responses per month:	\$500 credit	7+ delayed responses per month:	\$750 credit
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4-5 delayed responses per month:	\$250 credit																																			
5-6 delayed responses per month:	\$500 credit																																			
7+ delayed responses per month:	\$750 credit																																			
47	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Please see performance guarantee metrics included in the response to question 46.																																		

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

Line Item	Question	Response *	
48	Describe your payment terms and accepted payment methods.	Propel's terms are Net 30; payments can be made by check or ACH. Propel has available credit-card-payment options.	*
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.	<p>Propel uses a Master Service Agreement (MSA) for general terms of agreement, Statements of Work (SOW) to specify the scope and specific services/products being purchased and Business Associate Agreement (BAA) addressing PHI data handling and responsibilities.</p> <p>A template version of each of these agreements is uploaded in the document upload section of Propel's response.</p>	*
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?	Propel does not offer P-card procurement options.	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
52	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	PLEASE SEE PROPEL'S PRICING SHEET UPLOADED TO THIS RFP RESPONSE. Propel's core pricing is a per-eligible-employee license fee to license the well-being platform annually (whether the client chooses the Propel Enterprise Platform or the Propel Connect Platform). Pricing is structured as tiered pricing such that larger organizations pay a lower license fee per eligible employee than smaller organizations (essentially, a volume discount). Data-feed setup costs and Single-Sign-On setup costs (if any) are charged on an hourly basis. Once a data-feed or SSO is set up, there are no ongoing costs. Health/Lifestyle coaching services are based on a per-eligible employee fee. Biometric screening services are based on a per-PARTICIPANT fee.
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.	Propel is offering Sourcewell members an average 83% discount from Propel's standard well-being platform pricing. There is no other way to get these significantly discounted rates than through Sourcewell.
54	Describe any quantity or volume discounts or rebate programs that you offer.	Propel's pricing structure offered to Sourcewell members incorporates a significant discount from its standard pricing. In addition, Propel's platform pricing is tiered based on an organization's size. Specifically, the per-eligible license fee is discounted based on the number of eligibles (see pricing schedule in the pricing document uploaded as a part of this response).
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.	Sourced products or services are provided at cost plus 10%.
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.	Any translation services that are required (if any) are priced as a pass-through cost to the client once approved.  Printing/mailling costs. Although the communication design work by Propel is included at no cost to the client, printing and mailing costs (if any) are not included.
57	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Propel does not charge freight, delivery or shipping costs.
58	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Propel does not charge freight, delivery or shipping costs.
59	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Propel is not aware of any unique distribution and/or delivery methods or options within the scope of this proposal.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
60	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please see Propel's pricing sheet form uploaded to this RFP Response.

**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.	Propel will create a parent-child relationship for all Sourcewell contracts that will allow us to pull a report at any time with the invoice date and amount of all Sourcewell customers. Additionally, contracts will be meticulously categorized and maintained for reference by Propel, the client, or Sourcewell, at any time. Propel will promptly provide Sourcewell a quarterly report of all new sales under the contract for the quarter, along with a payment of 2.5% of the contract value as an administrative payment to Sourcewell. Should a contract renew, Propel will include this as a new sale within the quarterly report in the quarter of renewal. Contracts that do not renew will not be included in quarterly reporting, however the details of previous contracts and records detailing invoice amounts can be requested by Sourcewell at any time.
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.	Propel is highly focused on becoming a true strategic partner with each of our clients, and in this case, with Sourcewell. It is important that clients who trust both Sourcewell and Propel receive a superior product and service above and beyond their expectations. Should Propel be awarded a contract, there are several metrics we will utilize to evaluate success. First, we will evaluate the average life of each client contract. The desired contract length is greater than 3 years. On a yearly basis, Propel will issue a satisfaction survey to each client to ensure their standards for service are being met, and we are continuously improving our product and service. Items on the survey will include satisfaction with the platform, specific feedback on platform features, response time and attentiveness of the client services team, and feedback on if/how the platform is helping them meet their specific goals. Propel goes through a lengthy strategic planning process on a yearly basis that will help clients set goals for the year. Propel also conducts yearly engagement analyses to evaluate the relative progress towards these goals. Finally, Propel will conduct regular audits of the Portal Support ticket log to evaluate the technical proficiency of each client's platform.
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.)	2.5%

**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.	Following is a description of four services offered in this RFP response: Well-being Platform, Incentive Management, Biometric Screening and Health & Lifestyle Coaching.  COMPREHENSIVE WELL-BEING PLATFORM WITH INCENTIVE MANAGEMENT PLATFORM OPTION 1 - PROPEL ENTERPRISE PLATFORM. The Propel Enterprise Platform is fully branded and fully customized for each client organization. This is a fully bespoke platform that begins with a strategic planning session with the client to define the client's program vision, goals and programming components. Propel then builds the client's platform to meet the client's requirements. Components of this fully customized service include: <ul style="list-style-type: none"> <li>• Strategic program planning and design beginning with Propel's proprietary 360 Engagement process</li> <li>• A sophisticated web platform that is fully responsive and optimized for all devices and has a built-in content management system allowing the client instant access to make changes at any time to content, page structure, navigation, links</li> </ul>

and more;

- Full integration of the platform and programming into the client's culture by including client voice/terms/language, cultural and wellbeing pillars, specific organization-wide initiatives, allowing custom pages that can detail core values, and more;
  - Full client branding throughout the entire Portal (not just select pages); includes a vanity URL, branding color scheme and company/program logo;
  - Extensive multi-media well-being content library to include videos, personal, interactive well-being programs, healthy recipe library, exercise library, success stories from the client organization's members, podcast content, hundreds of regularly updated well-being articles across dozens of well-being topics and more.
  - The most flexible and customizable challenge engine in the industry (allowing the client to launch an unlimited number of challenges that can be individual, team or group-based covering any measurable action(s) for any length of time the admin desires;
  - A fully customizable incentive program engine allowing the client to run multiple, simultaneous programs with unique program rules (users only see the relevant program); program design can be participation-based, progress-based, outcomes-based or a combination of these;
  - Integrated gift-card platform and/or rewards mall for incentive and employee recognition programming;
  - Interactive personal programs covering a wide spectrum of wellbeing topics;
  - Sophisticated tracking tools allowing the user to track hundreds of actions along with the ability to connect popular activity-tracking devices and apps (Fitbit, Garmin, Apple, Google Fit, etc.) for automatic activity upload;
  - The ability for colleagues to connect with each other through messaging, teaming, private challenges, success stories, employee recognition and more;
  - Integration with third-party resources to enhance the wellbeing journey experience;
  - On-demand, real-time reporting for the administrator;
  - On-demand communication tools for the administrator to communicate with selected groups of employees;
  - Tools for designing and posting unlimited custom surveys and polls;
  - Real-time reporting for the user; dashboards, leaderboards, progress charts and more;
  - Propel provides fully customized communication design to promote the client's program and key initiatives.
  - Propel will also share periodic webinars exclusively for Sourcewell-member program administrators to highlight successes, facilitate sharing of ideas, provide insights into upcoming features, best practices, etc.
- Please see submission document titled: "Sourcewell RFP 051922 - Wellness Engagement Program Solutions and Related Services - Propel Product Visuals 05182022" for illustrative examples of these tools and resources.

PLATFORM OPTION 2 - PROPEL CONNECT PLATFORM. The Propel Connect Platform is a more standardized platform than the Propel Enterprise Platform; it is branded for the client organization and includes most of the robust tools and resources included with the Enterprise Platform along with a few powerful resources that are not available with Enterprise.

- Custom-branded, fully mobile-optimized well-being Portal. The Portal will be branded for the organization and will include a section that is dedicated to the client's announcements/ organizational initiatives;
- Sophisticated tracking tools allowing the user to track hundreds of actions along with the ability to connect popular activity-tracking devices and apps (Fitbit, Garmin, Apple, Google Fit, etc.) for automatic activity upload;
- The ability for colleagues to connect with each other through messaging, teaming, private challenges, success stories, employee recognition and more;
- On-demand communication tools for client administrator. Propel allows the program administrator to send customized messaging to target groups of employees;
- Content: Extensive Propel-managed, multi-media well-being content library to include videos, personal, interactive well-being programs, healthy recipe library, exercise library, success stories, podcast content, hundreds of regularly updated well-being articles across dozens of well-being topics and more.  
Content will include the ability for participants to select a personal well-being pathway (e.g., resilience, healthy nutrition, physical activity, financial well-being, mindfulness, sleep health, etc.) which will deliver a pathway course that leads the participant through topic-specific content, tools and resources to strengthen that area of well-being;
- Competitions: Propel offers a very robust competitions engine to drive well-being engagement. Capabilities highlights:
  - i. Internal organization competitions. Client-organizations can run unlimited custom competitions among their organization's members across hundreds of categories of well-being; competitions can be individual-based, team-based and group-based and can be any length of time the client chooses.



ii. Organization-to-organization competitions (exclusive Connect feature!): Client-organization can initiate (or accept an invitation to join) a well-being competition with one or more other Sourcewell organizations who are using Propel. The initiating organization can search for other organizations to invite to their competition, choose the type of competition and set the competition rules. Only the participating organizations will see the leaderboard.

iii. Member-generated competitions: Ability for individual participants to launch private, individual and team-based competitions based on hundreds of categories of well-being. Only those individuals or teams who accept the private invitation will see the leaderboard.

iv. Competition topics. Competitions can be based on any of the hundreds of trackable actions within Propel that fall into multiple categories such as physical activity, physical health, mental health, nutrition, community service, financial well-being and more.

- Customizable communication library. Propel provides organizations with an extensive library of engaging online and offline communications that can easily be downloaded and customized by the client. This communication library supports platform launch and registration, on-going engagement, Propel competitions, key well-being initiatives and more. The communications are prepared for both the U.S. and Canadian audiences.

- Program incentive options. Propel offers customizable program options.

i. Action-based program with or without gift-card awards.

Incentive Management Functionality Overview:

Organization's admin defines up to 15 actions that can earn rewards (examples from an extensive list include, "complete biometric screening," "complete an annual physical," "achieve 150 minutes of physical activity at least 9 of 13 weeks in Q1 (Q2, Q3, Q4)," "complete one of the Portal's interactive well-being programs (mindfulness, financial well-being, sleep health, resilience, healthy nutrition, etc.)," "get a vaccine," and so on.

Organization's admin selects the award structure (how much is awarded for completed actions).

Organization can define the award and manage payout, or

Organization can use the Propel gift-card platform to award gift-cards for completed actions.

- Community initiatives. As a Sourcewell-Propel member, participating organizations are a part of community! Not only can organizations participate in organization-to-organization competitions, but a section of the Portal will be dedicated to sharing member success stories. This section, viewable by all Sourcewell-Propel organizations, is dedicated to individual successes (How I got more active, How I quit smoking, How I reduced my blood pressure, How I am dealing with the loss of a loved one, How I became more active in my community, etc.). Each organization's Portal will contain a form that can be completed by individual participating members and submitted through the Portal. A Propel program admin will review the submission, reach out to the submitter with any clarifying questions and, if the submission meets the general "Success Story" guidelines, post the story for all Sourcewell-Propel members to review.

A separate form (exclusive Connect feature!) will allow Sourcewell-Propel members' program administrators to submit success stories and program ideas focused on such topics as how their organizations are achieving success with program engagement, recommendations for successful incentive programs, successful competition ideas, successful well-being-champion initiatives, etc. A quarterly newsletter that contains this feedback from fellow program administrators along with other program guidance and successful practices will be sent to all Sourcewell program admins as continuing professional education and inspiration.

Propel will also share periodic webinars exclusively for Sourcewell-member program administrators to highlight successes, facilitate sharing of ideas, provide insights into upcoming features, best practices, etc.

Please see submission document titled: "Sourcewell RFP 051922 - Wellness Engagement Program Solutions and Related Services - Propel Product Visuals 05182022" for illustrative examples of these tools and resources.

#### BIOMETRIC SCREENING

Propel offers biometric screening services through its third-party partner. These services include:

**ONSITE BIOMETRIC SCREENING.** The onsite screening services include online scheduling, awareness communication, reminders and detailed post-screening results reports.

An onsite biometric screening can be finger-stick or venipuncture. The standard offering for each is as follows:

1. Venipuncture. Includes Chem. 30 panel\*, blood pressure, height, weight, waist circumference, and BMI. (Chem. 30 panel includes: Total cholesterol, HDL, LDL,

		<p>triglycerides, glucose, total/hdl ratio, ldl/hdl ratio, estimated CHD risk, VLDL, sodium, potassium, chloride, carbon dioxide, iron, total protein, albumin, globulin, A/G ratio, calcium, phosphorus, BUN, creatinine, BUN/Creatinine ratio, alkaline phosphatase, ALT (SGPT), AST (SGOT), total bilirubin, LDH, GGT, and uric acid.)</p> <p>2. Finger Stick. Includes: Total cholesterol, HDL, LDL, triglycerides, glucose, blood pressure, height, weight, waist circumference and BMI.</p> <p>LAB-BASED BIOMETRIC SCREENING. Online scheduling and communications. Includes total cholesterol, HDL, LDL, triglycerides, total/HDL ratio, VLDL, glucose, blood pressure, height, weight, waist circumference and BMI.</p> <p><b>HEALTH &amp; LIFESTYLE COACHING</b>                  If a client organization chooses to use health and lifestyle coaching, the organization will be connected with our third-party partner who begins a member enrollment process based on the organization's program goals.                  Once enrolled, members will first begin with onboarding. Health and well-being metrics are documented using health risk assessments, lifestyle analysis, social determinants of health, and other methods to establish baseline measurements for goals and health improvements.</p> <p>Participants have personalized health journeys created based on risk factors and health goals. This includes cognitive behavioral training videos, personal health and wellness coaching, and group coaching workshops. A series of micro-goals and activities focus on health modules including social support, brain health, medication management, diabetes education, hydration, self-reflection, nutrition, routine checkups, physical activity, financial health, sleep, job growth, stress management, environment, and substance abuse.</p> <p>The coaching professionals identify and address the following risks through the lifestyle health management program: Tobacco use, Sedentary lifestyle, Blood Pressure, Cholesterol, Glucose, Weight, Stress, Nutrition, Alcohol, Life satisfaction, Financial wellbeing, Sleep resiliency.</p> <p>The coaches utilize a very deliberate engagement strategy and a proprietary framework, Engagement Rx™, that is based on two leading health behavior change models: Theory of Planned Behavioral and Social Cognitive Theory. This methodology uses tool, resources and/or environmental changes that make new behaviors easier to perform and repeat. Engagement scoring is used to segment and target those at risk. Lastly, personality segmentation helps achieve better targeted communication and frequency to drive more engagement.</p> <p>Typically, a coaching participant works with the same coach to establish a meaningful connection and relationship. The participant can always change coaches when such a change is desired.</p>
65	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p><b>WELL-BEING ENGAGEMENT PLATFORM</b>                  Option 1: Propel Enterprise with Incentive Management                  Option 2: Propel Connect with Incentive Management                  Please see description of this service in responses contained in question 64 of this RFP.</p> <p><b>INCENTIVE MANAGEMENT</b>                  Each of the above well-being platforms includes incentive management. Please see description of this service in responses contained in question 64 of this RFP. *</p> <p><b>BIOMETRIC SCREENING</b>                  Propel offers biometric screening through its third-party partner. Please see description of this service in responses contained in question 64 of this RFP.</p> <p><b>HEALTH COACHING</b>                  Propel offers health &amp; lifestyle coaching through its third-party partner. Please see description of this service in responses contained in question 64 of this RFP.</p>

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments
66	Wellness engagement programs and platforms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fully customized platform with strategic program that is specifically designed for the client.
67	Biometric screening services and coordination	<input checked="" type="radio"/> Yes <input type="radio"/> No	Propel utilizes an integrated third party to provide biometric screening services
68	Wellness incentive management	<input checked="" type="radio"/> Yes <input type="radio"/> No	Incentive automation that can accommodate participation-based, outcomes-based, progress-based, and points-based programs. Built in reward options include gift cards and a rewards mall. Propel can support any incentive payout. Additionally, any activity can be the subject of an incentive.
69	Health coaching	<input checked="" type="radio"/> Yes <input type="radio"/> No	Propel utilizes an integrated third party to provide health coaching services.
70	Wellness program management and related services, such as data analytics, predictive modeling, wellness program branding, strategic planning, and on-site wellness center management, but only to the extent that such services are complementary to a proposer's offering of the solutions described in line items 66 - 69 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Propel delivers a fully branded platform that is specifically designed for the client and is unlike any other Portal. The client also receives full strategic account support to help set goals, plan the program year, design an incentive program, create a marketing strategy, cultivate a network of well-being champions, integrate additional initiatives, and evaluate engagement.

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 71. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.

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

- [Pricing](#) - Sourcewell RFP 051922 - Wellness Engagement Program Solutions and Related Services - Propel Pricing 05182022.pdf - Wednesday May 18, 2022 17:26:28
- [Financial Strength and Stability](#) - Sourcewell RFP 051922 - Wellness Engagement Program Solutions and Related Services - Propel Financial Strength and Stability.pdf - Wednesday May 18, 2022 10:13:52
- [Marketing Plan/Samples](#) - Sourcewell RFP 051922 - Wellness Engagement Program Solutions and Related Services - Propel Marketing Plan.pdf - Wednesday May 18, 2022 14:55:37
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - SAMPLE Propel Master Services Agreement with SOW and BAA.pdf - Wednesday May 18, 2022 10:14:30
- [Upload Additional Document](#) - Sourcewell RFP 051922 - Wellness Engagement Program Solutions and Related Services - Propel Product Visuals 05182022.pdf - Wednesday May 18, 2022 17:10:31

## 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. - Nicholas Layne, Director of Strategic Operations, The Visibility Company d/b/a Propel, Inc.

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
<b>Addendum_6_Wellness_Engagement_Programs_Solutions_RFP_051922</b> Tue May 10 2022 11:14 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_Wellness_Engagement_Programs_Solutions_RFP_051922</b> Fri April 29 2022 04:12 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Wellness_Engagement_Programs_Solutions_RFP_051922</b> Mon April 25 2022 04:11 PM	<input checked="" type="checkbox"/>	4
<b>Addendum_3_Wellness_Engagement_Programs_Solutions_RFP_051922</b> Tue April 19 2022 04:25 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Wellness_Engagement_Programs_Solutions_RFP_051922</b> Thu April 14 2022 04:33 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Wellness_Engagement_Programs_Solutions_RFP_051922</b> Tue March 29 2022 03:51 PM	<input checked="" type="checkbox"/>	2