



Solicitation Number: RFP #051922

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and HealthSource Solutions, LLC, 3149 Fernbrook Lane North, Plymouth, MN 55447 (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

HealthSource Solutions, LLC

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/5/2022 | 4:34 PM CDT

DocuSigned by:
Mary Kruse
By: 32A1EF5C5B31409...
Mary Kruse
Title: CEO/Owner
Date: 7/7/2022 | 1:32 PM PDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 7/7/2022 | 5:18 PM CDT

RFP 051922 - Wellness Engagement Program Solutions and Related Services

Vendor Details

Company Name: HealthSource Solutions, LLC
Does your company conduct business under any other name? If yes, please state: No
Address: 3149 Fernbrook Lane
PLYMOUTH, MN 55447
Contact: MARY Kruse
Email: MARYKRUSE@healthsource-solutions.com
Phone: 763-287-0749
Fax: 763-287-0740
HST#: 26-4247212

Submission Details

Created On: Monday March 28, 2022 16:29:43
Submitted On: Thursday May 19, 2022 12:07:55
Submitted By: MARY Kruse
Email: MARYKRUSE@healthsource-solutions.com
Transaction #: 5d1b9955-81d9-45c8-b42e-85411360b282
Submitter's IP Address: 50.209.30.133

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")	HealthSource Solutions, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WellRight, LLC US Wellness, LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NA
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code is 66AF0; Duns 83-060-9967
5	Proposer Physical Address:	HealthSource Solutions 3149 Fernbrook Lane North Plymouth, MN 55447
6	Proposer website address (or addresses):	https://www.healthsource-solutions.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):	Mary Kruse CEO/Owner 3149 Fernbrook Lane North Plymouth, MN 55447 marykruse@healthsource-solutions.com 763-287-0742
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jill Duevel Director of Business Development 3149 Fernbrook Lane North Plymouth, MN 55447 jillduevel@healthsource-solutions.com 763-287-0754
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Crystal Miller Director of Operations 3149 Fernbrook Lane North Plymouth, MN 55447 crystalmiller@healthsource-solutions.com 763-287-0748

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>HealthSource Solutions has been providing high-quality, high-touch worksite health promotion and onsite staffing services for over 30 years. HealthSource Solutions will be referenced as "HealthSource" or HSS throughout this document.</p> <p>From 1979-2009 Park Nicollet HealthSource was a department within Park Nicollet Health Services. As part of a long-term strategy, in the spring of 2009 Park Nicollet Health Services divested the HealthSource department. At the time Mary Kruse, who spent 18 years with Park Nicollet HealthSource, took HealthSource Solutions under private ownership on April 9, 2009. During the transition, 95% of the staff and 98% of clients chose to continue working with HealthSource Solutions. Although HealthSource Solutions has celebrated 13 years in business, many of our clients have been with us much longer. The three longest clients are 3M at 28 years, Medtronic at 24 years, and Cargill at 19 years. We are grateful to serve these trusted partners for so long.</p> <p>Our vision is to "Enrich Employee Wellbeing".</p> <p>Our niche' is to translate wellbeing into action.</p> <p>Our philosophy is to make a difference in people's lives.</p> <p>Our core values are to</p> <ul style="list-style-type: none"> • Instill Trust – conduct ourselves in a professional, ethical, honest manner • Lead with Passion – bring enthusiasm, meaning and focus to our work • Build Meaningful Relationships – connect with mutual respect, kindness and inclusivity • Make an Impact – bring forth solutions to empower change and make a difference • Enjoy the Journey – embrace growth and bring joy and optimism to the work we do each day
11	What are your company's expectations in the event of an award?	<p>Working with a Sourcewell liaison, we would like to market, connect and build relationships with prospects that align well with our service offerings. Our approach best suits organizations who are employee centric, are looking to enrich their culture, and who want to enhance their wellness offerings; whether it is to start, build or refresh their initiatives.</p> <p>We would welcome the opportunity to expand on the successful services we currently provide MN Sourcewell, as well as embrace the opportunity to offer more advanced and customized services; such as wellness program management, mental health strategy and onsite staffing.</p> <p>To ensure Sourcewell's clients are aware of HealthSource products, services and solutions, we plan to:</p> <ul style="list-style-type: none"> • Hire a dedicated sales manager whose focus will be on the Sourcewell book of business. • Enlist our marketing consultant to develop a marketing strategy and plan, specific to the Sourcewell book of business.
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.	<p>HealthSource is under private ownership and does not feel comfortable providing personal financial statements which may become public knowledge. We will open our books for a private audit. We are currently a debt free company, do not have SEC filings or credit/bond ratings. Please see the letter of reference from Bell Bank who we have done business with for the past 13 years.</p> <p>The business has run completely debt free for the past five years, and 100% of revenues have been reinvested back into the business to support our growth strategy. We are in sound financial standings.</p>
13	What is your US market share for the solutions that you are proposing?	<p>It is difficult for us to define a percent of market share as we are a small business that offers niche' services. Our book of business includes small businesses (<25 employees) up to Fortune 500 companies with over 10,000 employees. Of the top largest businesses in Minnesota, we provide onsite staffing service's to – 3M, Cargill, Medtronic, Ecolab, Entrust, Land O'Lakes, Mosaic and Cushman/Wakefield. We currently service 75+ clients, < 1000, with portal and Wellness Program management.</p> <p>We currently do business in 25 states with our top services being Onsite Staffing, Wellness Program Management and Portal Solutions.</p>
14	What is your Canadian market share for the solutions that you are proposing?	We do not currently have clients in Canada but believe many of our services would support this market as well.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>We are a privately owned service provider. The sales and delivery of our services are handled exclusively by HealthSource Solution employees.</p> <p>We have two service partners, WellRight and US Wellness. These partners allow us to provide seamless services to our clients throughout the US.</p> <p>We partner with WellRight, LLC as a reseller of their portal solution. HealthSource, directly manages the sales and delivery of the portal solution for clients under 8000. For groups larger than 8000, we partner with WellRight to support IT needs, program strategy and delivery support. We have partnered with WellRight for 8 years.</p> <p>We partner with US Wellness to provide biometric screenings outside of our regional service area of MN, WI, ND, SD, IA. As our partner they handle the staffing and implementation of the screening services. We have partnered with US Wellness for 15 years.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Clinical Laboratory Improvement Amendment (CLIA) – Certificate of Waiver: Certifies that the laboratory will perform procedures that have been approved as waived tests by the Department of Health and Human Services.</p> <p>NCQA Wellness and Health Promotion Certified: (Health Portal) The NCQA Wellness and Health Promotion Certification is a targeted review of specialized programs that help employers select wellness vendors closely aligned with their priorities.</p> <p>SOC2: (Health Portal) WellRight has achieved a SOC2 Type 2 attestation. WellRight performs an annual cyber risk assessment following the National Institute of Standards and Technology Cybersecurity Framework ("NIST CSF"), which includes identifying and ranking threats relative to security impacts to the system. Action plans are developed when warranted.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>None</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>Enterprising Women Award 2019 American Heart Association - Worksite Wellness Award 2019 Hennepin County Worksite Wellness - 2014-2019 Gold Award</p>	*
20	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>17% of sales are comprised of municipalities, cities, a county hospital, energy co-ops</p>	*
21	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>3% make up school districts</p>	*
22	<p>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?</p>	<p>Sourcewell - MN; 2021= \$138,746.39 2020= \$123,084.28 2019 \$108,145.93</p>	*
23	<p>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?</p>	<p>Pending GSA Contact to start November of 2022. This will be a new contract worth approximately \$2 million per year for 5 years.</p>	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
University Medical System	Dean Diersing	806.775.9301	*
Metropolitan Airport Commission	Amy Petruck	612-726-5393	*
Brookings School District	Camrin Vaux	605-696-4439	*

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 *	
Metropolitan Airport Commission	Government	Minnesota - MN	1. Onsite staff to run wellness program; 2. Health portal open to employees and retirees; 3. Annual health screenings	\$135,000	\$413,130	*
Sourcewell MN	Government	Minnesota - MN	1. Health Portal to all eligible members 2. Wellness Program Management: Collaborative Solution 3. Health Screenings	\$123,000	\$369,980	*
Brookings School District	Education	South Dakota - SD	1. Wellness Program Management 2. Health Portal 3. Health Screenings	\$41,500	\$124,375	*
Dakota County SHIP	Government	Minnesota - MN	1. Consulting 2. Wellness Program Management "Collaborative Solution"	\$17,000	\$51,145	*
University Medical Center	Non-Profit	Texas - TX	1. Health Portal 2. Consulting	\$104,500	\$313,735	*

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.	The HealthSource sales team consists of a Director of Business Development (1FTE), who is supported by three senior consultants who play dual roles in sales and service. We have plans to add a 1 FTE sales manager by mid-summer. If we are chosen as a vendor for this RFP, we will add 1FTE sales manager, dedicated to the Sourcewell account. Our current sales positions are run through the Plymouth, MN office.	*
27	Dealer network or other distribution methods.	None	*

28	Service force.	<p>Our Service Team is comprised of 35 fulltime staff. The services team is broken into:</p> <ul style="list-style-type: none"> • Program Managers: Responsible for client oversight and execution of services. These staff are a blend of onsite within organizations (in 7 states) and those located at our headquarters in Plymouth, MN. • Senior Coordinators/Senior Specialists: Responsible for program oversight and delivery. These staff are a blend of onsite within organizations (in 7 states) and those located at our headquarters in Plymouth, MN. • Coordinators/ Specialist: these frontline staff support both the Senior Coordinators and Program Managers and are a blend of onsite within organizations (in 7 states) and those located at our headquarters in Plymouth, MN. <p>The Service Team is led by the Director of Worksite Services and the Manager of Fitness Center Services.</p> <p>We place succession planning and professional growth as a priority which allows us the ability to grow proactively.</p> <p>Service delivery can be provided across the US and Canada.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>All orders will be managed by a HealthSource staff.</p> <p>Clients will have the ability to reach out to us through a dedicated phone line, personal e-mail address, or a Sourcewell webpage on our website.</p> <p>Clients will be directed to the dedicated Sourcewell Sales consultant or our Director of Business Development. Through this team, clients will experience one or more of the following:</p> <ul style="list-style-type: none"> • Confirmation of service request – acknowledge receipt of the request (within 12 business hours) • Schedule a discovery meeting – dialogue around goals, concerns, pain points, and what they are looking to achieve. From here, we provide suggested solutions that will meet their budget and help them achieve desired outcomes. • Schedule a sales meeting – to learn more about a specific product or service. • Confirmation of services – depending on the services requested, the next steps are either a “Letter of Agreement” which confirms services and timelines. <p>We make every attempt to execute meetings within one week of request, this is often determined by client schedules.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our delivery team provides high-touch hands-on service to each client; this is what our service model is based on.</p> <p>Standard process for a majority of clients:</p> <ul style="list-style-type: none"> • Meet monthly for check-ins and overview next steps • Each customer has a support team and can reach out at any time with questions, concerns, or requests. • Our policy is to respond to a request within one business day. • The Director of Worksite services will reach out if there are any delivery concerns on our end • We do an annual client satisfaction survey to ensure we are meeting the needs and expectations of our customers. • Our direct end-user support team is available via phone or email Monday, Tuesday, Wednesday, Thursday 7:30am - 4:30pm and Friday 7:30am - 4:00pm CST to address questions regarding the wellness platform. A response will be provided within one business day. 	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>We currently work with clients across the United States with all service lines. We have built a business line specific to placing fulltime staff onsite at organizations. This includes: setting up business in the state, managing taxes, and compliance with workers compensation. Onsite staffing is a free-standing service and not tied to the purchase of another service (ie a health portal).</p> <p>All other services offered can easily be delivered remotely. We are eager to grow our impact on employee wellbeing by offering our products and services to a larger market.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Although we do not currently service the Canadian market, we are capable and eager to provide our products and services within Canada.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>The one service exception is biometric screenings; however, we are open to collaborating with biometric screening vendors within Canada.</p>	*
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?	<p>None</p>	*

35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We would most likely have to restrict hiring an on-site staff in a US Territory due to employment regulations.	*
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Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<ul style="list-style-type: none"> We will be enlisting our marketing consultant to develop a strategy specific to the Sourcewell book of business. We will break the strategy into an annual plan laid out in a Gannt chart which will identify topics, timelines and distribution methods (see marketing attachment). We will add a landing page on our website specific to Sourcewell clients. We will keep a quarterly tracker to manage outcomes and reporting. <p>Included in the marketing attachment are the delivery methods we use: monthly promotions, social posts, email promotions, videos, Blogs, success stories and wellness industry events. We also offer free quarterly resources.</p>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<ul style="list-style-type: none"> We track SEO data, and engagement with our website, social posts and email opens. We will be able to track traffic to our Sourcewell landing page and engagement with our emails. We work with a marketing vendor and marketing strategist who will provide guidance in the best ways to maximize our outreach. 	*
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?	<ul style="list-style-type: none"> We will look to Sourcewell to do a product announcement of the new wellness contract offerings. As part of Sourcewell's current marketing strategy, lifting-up the topic of wellness/wellbeing to help keep the message visible. We see Sourcewell's role as providing guidance and insight into our marketing and sales strategies. At minimum, we would like to connect with Sourcewell to review marketing and sales initiatives on a bi-annual basis. However, our preference for the first year would be quarterly. 	*
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.	NA	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We provide live and recorded video trainings via Zoom/Microsoft Teams for the end-users of our Wellness Portal. This helps the end-users better understand the features, resources, and navigation of our Wellness Portal. These trainings are completed by our Client Services Team.	*

41	Describe any technological advances that your proposed products or services offer.	<p>The Wellness platform is developed in-house by a team of software engineers at WellRight. The platform is hosted on Amazon Web Services and the latest cloud-based technology. The technology is designed to be flexible and easy-to-use. It aims to identify an individual's areas of improvement across the six dimensions of well-being (physical, social, emotional, financial, occupational, and purpose) and promote positive habit formation through comprehensive challenges, educational courses, and incentive management. With a web portal, mobile app, and text tracking features, users can participate in the platform wherever they are. Our technology platform includes:</p> <ul style="list-style-type: none"> • Over 400 challenges (300+ aimed at all-level employees and 100+ aimed at manager-level employees) • Health Risk Assessment with individual results • Incentive tracking & reporting • Rewards mall • Online calendar and scheduling tool • University section with educational courses • Health coaching • Quick links section to other company benefits • Ability to create new challenges and activities • Admin function, which can send announcements, create challenges, schedule events, manage incentives, and run reports • Flexibility to make changes in real time • Web portal and mobile app customization for every client 	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	None	*
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.	None	*
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.	Certified Small Business; Certified Women Owned Business	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Our Wellness Portal is highly customizable so it can mirror the goals and structure of the organizations overall wellness program. The portal is built to support the program, not the program built as a reflection of the portal. This allows us to build a program that supports the individual, but ripples out to building culture that embraces all components of wellbeing.</p> <p>We have three services, Wellness Program Management, Collaborative Solution and the Mental Wellbeing Strategy that are unique to the market.</p> <p>1. Wellness Program Management (WPM).</p> <p>This high-touch service provides depth and focus to an organization wellness programs. We provide strategy and direction and then help take on the workload. We work closely with all parties who have influence on the wellness program - brokers, venders, health plans, etc. The overarching goal is to create a healthy and thriving culture. Several service packages are available to align with the level of support the organization needs. WPM is unique in that we are agnostic and will support other vender's solutions (ie health portal, EAP, health plan, etc). Our focus is on building the infrastructure and deepening the reach of all areas of wellbeing.</p> <p>2. Collaborative Solution.</p> <p>This cost-effective approach to wellness is geared for small to mid-market clients. It uses the same in-depth processes as our Wellness Program Management but is done through a group collaboration. We currently provide this solution to your Minnesota Sourcewell entities and currently have 30 entities participating. The collaborative solution is a unique approach in the market to make wellness affordable to small and mid-market employers. If organizations outgrow this approach, or need more individual support, they can always move to a Wellness Program Management package.</p> <p>3. Mental Wellbeing Strategy.</p> <p>This strategy is being launched to the market as of May 15, 2022. Many venders offer "end user solutions", but we saw the need to build an organizational strategy that ultimately leads to a corporate value. A multi-phased approach is used to address issues that have a broad impact on the culture, such as policy and benefits, departmental initiatives, and mental wellbeing trainings for all levels of the organization – senior leadership, managers/supervisors, and employees. The outcome – "to create a culture that enables employees to feel safe, valued, and supported."</p> <p>As part of the conceptual development of the Mental Wellbeing Strategy, our industry focus groups had never scene this type of offering in the market.</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	90% satisfaction on our service performance, based on an annual client survey.	*
47	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	On-time delivery of communications, timelines and implementation materials Response to questions, concerns and requests within one business day Real time participation reports within 48 hours of request. Quarterly and Year-End reports delivered within 30 days of close.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
48	Describe your payment terms and accepted payment methods.	<p>Our payment terms range from a NET 30 to NET 60 depending on the service. We will negotiate NET terms based on the service provided and the clients standard payment process.</p> <p>Payment methods accepted: Check Electronic Fund Transfer Credit card - + 3.5% transaction fee</p>	*
49	Describe any leasing or financing options available for use by educational or governmental entities.	Not applicable	*
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>Service agreement is used for screening and wellness program management services.</p> <p>Contracts are used for onsite staffing and the wellness portal.</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?	Not at this time.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
52	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Because pricing varies by service, we detailed this out on the pricing sheet. **Please see attached pricing sheet.
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.	Because pricing varies by service, please see attached pricing sheet.
54	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts are imbedded in our health portal on the attached price sheet. Please note the additional volume discount for the health portal -- once 20,000 accumulated portal users are reached (for combined organizations under 5000), the overall fee drops to \$3.00/PEPM
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.	NA
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.	Travel cost and peridium are a pass-through fees.
57	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping of biometric screening supplies is billed as a pass-through cost. Average shipping is about \$100/location -- with the exception of Canada, Hawaii and Alaska which typically are higher. Items are shipped US mail/UPS/FedEx
58	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We ship using standard carrier's -- US mail/UPS/FedEx.
59	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Delivery methods: We use a combination of virtual and in-person to deliver services.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
60	d. other than what the Proposer typically offers (please describe).	We are providing services as described in Table 11, based on a discounted retail rate of market prices. Please refer to our pricing sheet.

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.	<p>We will implement a four-step process to audit our invoicing of Sourcewell clients. Please note, the process for Sourcewell MN clients will remain independent of this.</p> <ol style="list-style-type: none"> 1. Sourcewell clients will be tagged with-in our CRM (customer relationship management) tool and tracked throughout the sales process. Pricing and estimated sales revenue is included with-in this tool. 2. Within our master client tracking document, there will be a dedicated Sourcewell tab. Sourcewell clients will be listed with the requirements as outlined in section 8A of the Sourcewell contract. 3. Monthly reports from Quickbooks (accounting software) will be pulled for each Sourcewell client. This will provide us fees charge and total monthly revenue. This information will be crossed checked with the master client tracking sheet. 4. Each quarter, we will cross reference these processes and provide Sourcewell a master report per the description in 8A of the Sourcewell contract. <p>Upon request, we will provide additional reporting with a turn-around time of 3-5 business days.</p>
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.	<p>We measure our contract success through goals achieved, employee engagement and client/participant satisfaction.</p> <ol style="list-style-type: none"> 1. Client Goals Met: <ul style="list-style-type: none"> • Annual goals and metrics are set during the annual planning process. We measure our success by the number of goals achieved defined by the metrics. • At the Portal launch we set an engagement goal. The engagement metrics are reviewed quarterly and year-end. At quarterly reviews, we measure progress and identify gaps. At this time, we will make real time changes to the portal to address gaps and issues. We strive to increase baseline engagement each year based on the client's overall wellness goals. • During the annual planning process, we strive to have one priority goal. These goals have a range wide and can encompass other corporate initiatives as well. Sample: 80% compliance with annual exams; Rollout and measure a diabetes intervention program; 100% of staff trained in mental health through Make It OK program; 80% participation of field staff in injury prevention stretching program. 2. Client satisfaction: <ul style="list-style-type: none"> • Our standard practice is to reach out to all new clients at 60-days and again in 7 months to check on program progress and performance of their HealthSource delivery team. This is done by either our Worksite Services Director or the Director of Business Development so clients feel comfortable sharing their feedback. • A client satisfaction rating is gathered quarterly at the client check-ins to ensure we catch concerns and issues early. • For wellness program management and portal services we send an annual satisfaction survey to every client. Outcomes are discussed at the year-end report out. • Part of our screening events is to collect participant feedback. This information is collated to provide overall participant satisfaction of the screening. Our goal is to achieve 90% or higher. We also send a survey to the company contact to give us feedback on the overall experience with HealthSource – coordination, staff, communication, etc.
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.)	<p>For Portal and Wellness Program Management, we will pay and Sourcewell a 2% administrative fee on total revenue.</p> <p>For screening services and onsite staffing, we will provide a 1% administrative fee on total revenue.</p>

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>HealthSource Solution's offers six wellness solutions:</p> <p>1) Wellness Program Management provides depth and focus to employee wellness programs to create a healthy and thriving culture within organizations. We help make this happen by:</p> <ul style="list-style-type: none"> • Providing focus and direction through goal setting and developing an annual plan • Providing our expertise, tools, and resources to translate the plan into action • Taking on the workload to make it manageable for our clients • Measuring the impact on an individual and organizational level <p>We leverage our best practices model (see model in handouts) to help organizations create a successful and sustainable wellness program. We provide a dedicated team that gets to know the organization and their unique culture to ensure we understand the best way to engage employees. Our intent is to take on the bulk of the workload to make it easy for our clients, and to ensure wellness stays in the forefront.</p> <p>Our Wellness Program Management can be offered standalone or combined with our Wellness Portal. The combined solution portal + WPM support, expands a wellness program from being individually focused (health portal), to one that supports the entire wellness program (WPM support). For groups experiencing poor portal engagement, or who want to increase impact, we encourage them to add WPM so they can build the infrastructure needed to support a dynamic engaging culture. (See WPM + Portal Model in handouts)</p> <p>2) Wellness Collaborative Solution is a cost-effective approach that allows us to provide solutions to small and mid-market organizations who have limited wellness resources. With our Collaborative Solution, HealthSource guides a group of 10-20 clients through developing a well-planned highly executable wellness program. This is done through bi-monthly collaborative meetings and one-on-one touch points. This approach lets organizations experience the benefit of group support and learning, as well as individual feedback and guidance.</p> <p>We will build collaborative groups exclusively to Sourcewell's book of business. If the interest in this approach is adopted, we can branch offerings into industry specific groups (i.e. school systems, health care, municipalities, etc.)</p> <p>3) Mental Health Strategy is a multi-phased approach to help organizations build a culture that enables employees to feel safe, valued, and supported. It addresses mental wellbeing from an organizational perspective which encompasses individual elements, company influencers, and community factors. We understand each organization is at a different place with mental health and wellbeing, so we help to identify the gaps, prioritize initiatives, and then build an action plan. Our Mental Health Strategy includes:</p> <ul style="list-style-type: none"> • Organizational Assessment viewed through a mental wellbeing lens • Annual goals and metrics to provide direction and accountability • Communication materials to support the delivery of messaging to all employees • Programs that will support employees in cultivating a sense of resiliency • Guidance and accountability to keep your strategy moving forward • Connection to mental health training for employees and leadership • Mental health toolkit to support the development of organizational policies, expectations, and standards <p>4) Wellness Portal, powered by WellRight, is highly customizable. We will tailor it to each company's wellness program goals, incentive structure and the employee demographics. We put wellbeing into action by making our portal fun and engaging, achieving employer and individual goals, and providing accountability through peer-to-peer activities at work or home. Our portal is easy to use with our pre-built options, robust app, and text tracking. Our high-touch support in guiding, building, and driving our wellness portal allows us to take on much of the workload for our clients. Our portal includes:</p> <ul style="list-style-type: none"> • Over 400 challenges (300+ aimed at all-level employees and 100+ aimed at manager-level employees) • Health Risk Assessment with individual results • Incentive tracking & reporting • Rewards mail • Online calendar and scheduling tool • University section with educational courses • Quick links section to link to additional resources and benefits • Ability to create custom challenges and activities • Flexibility to make changes as needed • Mobile app

		<p>5) Onsite Staffing adds depth and breadth to an organization's wellbeing program by providing "boots-on-the-ground" to help drive engagement, visibility and continuity. The staff we hire are knowledgeable, approachable and engaging, so they can build trusting relationships with employees. Our staff work to gain an understanding of each organization's culture and employee demographics, so they can support organizations with the most effective tools and approaches to meet their wellness goals. We have two onsite staffing options: Wellness Program Management or Fitness Center Management. Our Onsite Staffing scope of services is broad and is custom to each organization. The role will:</p> <ul style="list-style-type: none"> • Build and support the infrastructure • Develop and execute a communication plan • Enrich the culture by weaving health and wellbeing throughout • Lead wellness committee and site champion networks • Maximize current resources • Drive interdepartmental collaboration (safety, DEI, ERG'S, HR, Benefits) • Support ongoing programming • Execute evaluation and data collection • Provide Health Coaching • Fitness Center only – manage daily operations; teach group fitness classes, provide personal exercise planning and support outreach programming (blood pressure checks, flex breaks, etc) <p>6) With 25 plus years of biometric screening experience we know what it takes to run a successful screening event. Our focus is on creating an positive employee experience so they walk away feeling valued, informed on their numbers, and understand any necessary next steps. We partner with US Wellness, to provide services outside of our geographic footprint. We offer the following services:</p> <ul style="list-style-type: none"> • Onsite Fasting or Non-Fasting Finger Stick • Collection of Physician Forms • Laboratory Voucher's • Home Test Kit's • Marketing and communications support • Individual and aggregate reporting
65	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>1) Health Coaching: is provided in conjunction with our wellness portal through a third-party vendor partner. Their philosophy is a holistic, mind-body approach. Using the principles of stage-based behavior change and positive psychology, this coaching model meets participants where they are in their readiness to change. This health coaching is provided through multiple channels: telephonic, email, web chat, and video. Coaching is available in both English and Spanish. An organization chooses coach initiated or participant-initiated calls. The participant selects which wellness areas they would like to work on and are paired with a coach that specialized in this area. Between sessions, participants work on goals and activities they and their coach have agreed to. Participants can sign up for as many coaching blocks as they would like.</p> <p>2) Mental Health Support: We provide Mental Health Support on our wellness portal via self-driven video tutorials recommended by our health assessment to reduce depression, stress, and anxiety. There are also two additional mental health support tools:</p> <ul style="list-style-type: none"> - Animo - This is a digital guided approach with an emotional fitness survey based on the DASS-21 that recommends the cCBT based modules to address depression, anxiety, and stress. - Textcoach – This is a coach guided approach that provides mental health counseling with a certified coach via secure text messaging that boosts emotional health and well-being. <p>3) On Demand Fitness: is provided through a third-party vendor on our wellness portal. Participants can access 1,000+ fitness, nutrition, and mindfulness classes lead by a team of certified, friendly instructors. No matter your age, level, ability or interest, participants can choose what fits their lifestyle.</p> <p>4) Data Analytics: is provided through a third-party vendor partner that applies the latest technology and data science methodologies; thus, allowing employees to make data informed decisions to optimize their employee health benefit investments.</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	Our Wellness Portal, powered by WellRight, is highly customizable, we tailor it to each company, their wellness program, and demographics.
67	Biometric screening services and coordination	<input checked="" type="radio"/> Yes <input type="radio"/> No	We can provide biometric screening services and coordination throughout the United States.
68	Wellness incentive management	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer robust incentive management and flexibility to customize it to each organization's needs. This is managed through our Wellness Portal.
69	Health coaching	<input checked="" type="radio"/> Yes <input type="radio"/> No	We can provide an onsite (Full Time) health coach or virtual coaching through our Wellness Portal.
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	As described in question 64, we provide multiple levels of Wellness Program Management which include predictive modeling, wellness program branding, and strategic planning. We provide onsite wellness, fitness and health coaching staff. And a new product to the market, a Mental Wellbeing Strategy.

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](#) - HealthSource Solutions Pricing.docx - Thursday May 19, 2022 11:54:22
- [Financial Strength and Stability](#) - Bank Reference Letter 05-13-2022.pdf - Tuesday May 17, 2022 16:13:54
- [Marketing Plan/Samples](#) - HSS_Sourcewell_Marketing.pptx - Wednesday May 18, 2022 15:56:30
- [WMBE/MBE/SBE or Related Certificates](#) - WOSB & WBENC Certificates 2021-2022.pdf - Wednesday May 18, 2022 15:57:34
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - Agreements_2022.pdf - Wednesday May 18, 2022 17:13:37
- [Upload Additional Document](#) - Sales Flyers and Reporting Samples.pdf - Thursday May 19, 2022 08:20:09

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. - MARY KRUSE, CEO, HealthSource Solutions

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Wellness_Engagement_Programs_Solutions_RFP_051922 Tue May 10 2022 11:14 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Wellness_Engagement_Programs_Solutions_RFP_051922 Fri April 29 2022 04:12 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Wellness_Engagement_Programs_Solutions_RFP_051922 Mon April 25 2022 04:11 PM	<input checked="" type="checkbox"/>	4
Addendum_3_Wellness_Engagement_Programs_Solutions_RFP_051922 Tue April 19 2022 04:25 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Wellness_Engagement_Programs_Solutions_RFP_051922 Thu April 14 2022 04:33 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Wellness_Engagement_Programs_Solutions_RFP_051922 Tue March 29 2022 03:51 PM	<input checked="" type="checkbox"/>	2