



## Solicitation Number: RFP #031623

### CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **WEX Inc., dba WEX Health, Inc.**, 700 26<sup>th</sup> Ave. E., West Fargo, ND 58078 (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 **Employee Financial Wellness Programming and Related Employer-Sponsored Financial Solutions** from which Supplier was awarded a contract.

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

#### 1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires May 29, 2027, 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.

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

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

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

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

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

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

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

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

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

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

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

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

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

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

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

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and 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 entered into in the form of Supplier's standard administrative services agreement and HIPAA business associate agreement, negotiated between a Participating Entity and Supplier, such as services, 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.

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 Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

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

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

The Report must contain the following fields:

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

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

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

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

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

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

### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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 and cancels and replaces the prior agreement related to Sourcewell RFP #031623. 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, save, and hold Sourcewell, including its agents and employees, harmless from damages resulting directly from any claims or causes of action, including attorneys' fees, arising directly out of Supplier's negligence or willful misconduct, including Supplier's service warranty, during the performance of this Contract by 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.

Notwithstanding any other provision in this Contract to the contrary, but excluding gross negligence or willful misconduct, the total cumulative Supplier liability and indemnification obligations to Sourcewell for all claims, actions, or suits however caused arising out of or in connection with this Contract shall be limited to direct damages and shall not exceed \$2,000,000. In no event will Supplier be liable for incidental, special, consequential, or punitive damages.

The liability and indemnification obligations of Supplier to a Participating Entity will be defined by the terms of the administrative services agreement and HIPAA business associate agreement signed between Supplier and the Participating Entity.

## **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. If Supplier receives a request to release the data referred to in this article, the Supplier must notify Sourcewell and Sourcewell will assist with the release.



### 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.
5. *Ownership Rights.* Supplier retains exclusive ownership rights to and reserves the right to independently use its experience and know-how, including processes, ideas, concepts, techniques, and software acquired prior to or developed in the course of performing services under this Contract.

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, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

## Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage  
\$1,000,000 Personal and Advertising Injury  
\$2,000,000 aggregate for Products-Completed  
\$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 Workers' Compensation, 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 Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Upon renewal of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development or Contract 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; but only to the extent an indemnity is owed pursuant to this Agreement.

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).

## **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 Sourcwell 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.

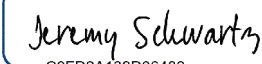
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements 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.


## **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

WEX Inc. dba WEX Health, Inc.

DocuSigned by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 1/23/2024 | 2:42 PM CST  
\_\_\_\_\_

DocuSigned by:  
  
A2962743585F4E7...  
By: \_\_\_\_\_  
Andy Doeden  
Title: Sr. VP National Sales  
Date: 1/23/2024 | 1:31 PM CST  
\_\_\_\_\_

# RFP 031623 - Employee Financial Wellness Programming and Related Employer-Sponsored Financial Solutions

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## Vendor Details

Company Name: WEX Health, Inc.  
Does your company conduct business under any other name? If yes, please state: WEX; and BenefitExpress, a WEX Company  
Address: 5050 Lincoln Drive  
Suite 100  
Edina, MN 55436  
Contact: Shari Richardson  
Email: shari.richardson@wexhealthinc.com  
Phone: 701-239-6536  
HST#: 06-1593514

## Submission Details

Created On: Monday February 06, 2023 14:56:56  
Submitted On: Wednesday March 15, 2023 22:23:41  
Submitted By: Shari Richardson  
Email: shari.richardson@wexhealthinc.com  
Transaction #: e05b22b8-128f-44cb-adbd-036340566202  
Submitter's IP Address: 163.116.147.34

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	WEX, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	<p>WEX is comprised of three primary businesses, serving the needs of health, corporate payments, and fleets. WEX:</p> <p>1) Makes it easier to administer healthcare benefit accounts through engaging solutions and innovative technology.</p> <p>2) Helps fleets big and small save on fuel expenses and improve fleet operations with powerful fleet cards and fuel management tools and services.</p> <p>3) Powers payments for leading financial institutions and technology companies because we deliver valuable, agile solutions for the long-term.</p> <p>WEX has more than 5,400 employees worldwide. WEX Health, Inc., a WEX Company consists of 2,280 employees, and growing, across the United States. WEX Health, Inc. is domiciled in Delaware and our principal place of business is Simsbury, CT; however, service teams are located in Fargo, ND. WEX has an excellent client retention rate, illustrating our commitment to establishing long term partnerships with our clients. WEX backs up its service standards with quarterly performance guarantees. WEX has been a leading force in administering FSAs, HSAs, HRAs, Commuter benefits, LSAs, COBRA and Direct Bill for clients in all fifty states ranging in size from one life all the way up to 200,000 lives.</p>
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	<p>WEX Health WEX Health, Inc. WEX WEX Inc.</p>
4	Provide your CAGE code or Unique Entity Identifier (SAM):	3HUT0
5	Proposer Physical Address:	<p>700 26th Ave E West Fargo, ND 58078</p>
6	Proposer website address (or addresses):	<a href="https://www.wexinc.com/solutions/benefits/">https://www.wexinc.com/solutions/benefits/</a>
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):	<p>Andy Doeden Sr VP, National Sales 700 26th Ave E. West Fargo, ND 58078 andy.doeden@wexhealthinc.com (701) 239-6215</p>
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	<p>Emily Tate VP of HR Benefit Technology Sales 5050 Lincoln Dr. Edina, MN 55436 (651) 425-1340</p>
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	<p>Shari Richardson Partner Sales Administration Manager 700 26th Ave E. West Fargo, ND 58078 (701) 239+6536</p>

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

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>WEX is comprised of three primary businesses, serving the needs of health, corporate payments, and fleets. WEX:</p> <ol style="list-style-type: none"> <li>1) Makes it easier to administer healthcare benefit accounts through engaging solutions and innovative technology.</li> <li>2) Helps fleets big and small save on fuel expenses and improve fleet operations with powerful fleet cards and fuel management tools and services.</li> <li>3) Powers payments for leading financial institutions and technology companies because we deliver valuable, agile solutions for the long-term.</li> </ol> <p>WEX has more than 5,400 employees worldwide. WEX Health, Inc., a WEX Company consists of 2,280 employees, and growing, across the United States. WEX Health, Inc. is domiciled in Delaware and our principal place of business is Simsbury, CT; however, service teams are located in Fargo, ND. WEX has an excellent client retention rate, illustrating our commitment to establishing long term partnerships with our clients. WEX backs up its service standards with quarterly performance guarantees. WEX has been a leading force in administering FSAs, HSAs, HRAs, Commuter benefits, LSAs, COBRA and Direct Bill for clients in all fifty states ranging in size from one life all the way up to 200,000 lives. WEX Health Inc., a WEX Company, was originally incorporated as Evolution Health, LLC on August 18, 2000 in the State of Delaware. By January 5, 2001, it was changed to a C-Corp and its name was Evolution Benefits, Inc, which it remained until changed to Evolution1, Inc. in 2011 and then WEX Health Inc. in 2016. In 2019, a WEX company acquired Discovery Benefits, which was a customer of WEX Health, Inc. for more than 15 years. On March 31, 2021, Discovery Benefits was merged into WEX Health.</p>
11	What are your company's expectations in the event of an award?	<p>WEX has a successful relationship with Sourcewell for our Fleet card products. WEX would expect a similar level of engagement and success in the event of an award for our CDH (FSA, HSA, HRA, Commuter, VEBA, and LSA), COBRA and Direct Bill administration. Sourcewell's clients should expect a great customer experience and an improved level of satisfaction. WEX would continue to build on our successful working relationship with Sourcewell.</p> <p>WEX would work to determine valuable, subjective performance guarantees, in addition to our standard guarantees, to measure each entity's satisfaction with their experience. We would also request to meet with Sourcewell quarterly, or annually at minimum, to seek feedback on our partnership and review plan performance. Because at WEX, we don't believe in guessing what our partners and clients want.</p> <p>The goal is to provide Sourcewell entities with a one-stop-shop for their needs with WEX, including maintenance and updating of product education materials, information and documentation to help entities comply with IRS guidelines, communication/education of WEX processing timelines, file processing, fee inquiries, funding and bank reconciliation, software functionality and general account management and renewal processes.</p>
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>WEX is a financially stable company with a strong balance sheet and limited debt. As a subsidiary of WEX, Inc. (a public company), WEX's financial information is consolidated within their balance sheet which is publicly available on their website, <a href="https://ir.wexinc.com/overview/default.aspx?_ga=2.257535944.250134769.1676394552-284562508.1672325652">https://ir.wexinc.com/overview/default.aspx?_ga=2.257535944.250134769.1676394552-284562508.1672325652</a></p>
13	What is your US market share for the solutions that you are proposing?	<p>WEX's financial information is consolidated within their balance sheet which is publicly available on their website, <a href="https://ir.wexinc.com/overview/default.aspx?_ga=2.257535944.250134769.1676394552-284562508.1672325652">https://ir.wexinc.com/overview/default.aspx?_ga=2.257535944.250134769.1676394552-284562508.1672325652</a></p>
14	What is your Canadian market share for the solutions that you are proposing?	N/A
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>WEX is comprised of three primary businesses, serving the needs of health, corporate payments, and fleets. WEX:</p> <ol style="list-style-type: none"> <li>1) Makes it easier to administer healthcare benefit accounts through engaging solutions and innovative technology.</li> <li>2) Helps fleets, big and small, save on fuel expenses and improve fleet operations with powerful fleet cards and fuel management tools and services.</li> <li>3) Powers payments for leading financial institutions and technology companies because we deliver valuable, agile solutions for the long-term.</li> </ol> <p>WEX has more than 5,400 employees worldwide. WEX Health, Inc., a WEX Company consists of 2,280 employees, and growing, across the United States. WEX Health, Inc. is domiciled in Delaware and our principal place of business is Simsbury, CT; however, service teams are located in Fargo, ND. WEX has an excellent client retention rate, illustrating our commitment to establishing long term partnerships with our clients. WEX backs up its service standards with quarterly performance guarantees. WEX has been a leading force in administering FSAs, HSAs, HRAs, Commuter benefits, LSAs, COBRA and Direct Bill for clients in all fifty states ranging in size from one life all the way up to 200,000 lives.</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>Our security policies are written according to industry standards using ISO 17799:2005 (ISO 27002) as the framework. Each is rigorously edited and reviewed by each member of the Security Committee and are written to provide protection and avoid risk for our employees, company, stakeholders, business partners and customers. WEX does not have a third party certification, although we do work hard to be compliant with industry standards.</p> <p>Our technology partner, WEX Health, is HITRUST Certified. WEX engages other resources for certifying HIPAA compliance (ISO 17799:2005 (ISO 27002).</p> <p>WEX specializes in Federal COBRA. WEX follows ERISA regulations.</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	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Won Spurwink's Corporate Care Award in 2022</p> <p>Finalist in The Card &amp; Payments Award 2022 "Best Service to Business" category</p> <p>Won Payment Technology Provider of the Year at the 2021 Payments Awards</p> <p>Named to WayUp's list of Top 100 Internship Programs in the U.S. in 2019, 2020, 2021</p> <p>Named #4 on Vault.com's "100 Best Internships of 2020" list</p> <p>Certified as a Great Place to Work® in the U.S. in 2017, 2018, 2019</p> <p>Won the Customer Service Institute of Australia's (CSIA) "Service Excellence in a Medium Contact Center" award in 2019</p> <p>Won CSIA's "Service Champion in a Medium Contact Centre" in 2018</p> <p>Named a Paybefore 2017 Pay Awards Winner in the Health Care Payments Innovation category and a "Best of 2017" award winner in MobileVillage's Mobile Star awards</p>
20	What percentage of your sales are to the governmental sector in the past three years	<p>WEX Health has over 450 clients in sales within the government sector that have been implemented in the last three years, with over \$3.5 million sales.</p> <p>WEX is a financially stable company with a strong balance sheet and limited debt. As a subsidiary of WEX, Inc. (a public company), WEX's financial information is consolidated within their balance sheet which is publicly available on their website.</p>
21	What percentage of your sales are to the education sector in the past three years	<p>WEX Health has over 1,400 clients in sales within the education sector that have been implemented in the last three years, with over \$9 million sales.</p> <p>WEX is a financially stable company with a strong balance sheet and limited debt. As a subsidiary of WEX, Inc. (a public company), WEX's financial information is consolidated within their balance sheet which is publicly available on their website.</p>
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>WEX Inc. works with a variety of state, provincial and cooperative purchasing contracts across the country and has different arrangements (private label, referral, preferred pricing, etc.) with each contract specifically.</p> <p>Intergovernmental Personnel Benefit Cooperative Minnesota Health Consortium National Cooperative Purchasing Alliance Texas Association of Counties Sourcewell (Fleet)</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Sourcewell 2022 Fleet card program contract spend: \$310,530,398.60 Accounts managed: 11,863</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 *	
Racine Unified School District 4,291 employees VEBA, FSA, HRA, and COBRA Client since 2017	Virginia Nicoll Satrom, Client Loyalty Advisor  Once you have an anticipated timeframe of when you would like the reference process to begin, please reach out to Virginia Nicoll Satrom, Client Loyalty Advisor, to confirm who will be reaching out and when they anticipate doing so. This will allow you more flexibility with scheduling and allow us to reach out to our references to let them know they can anticipate being contacted by you. Once Virginia is provided this information, she will provide direct client contact information.	(701) 430-5317 or virginia.nicollsatrom@wexinc.com	*
State of South Dakota 12,500 employees FSA, HSA, HRA, and COBRA Client since 2016	Virginia Nicoll Satrom, Client Loyalty Advisor  Once you have an anticipated timeframe of when you would like the reference process to begin, please reach out to Virginia Nicoll Satrom, Client Loyalty Advisor, to confirm who will be reaching out and when they anticipate doing so. This will allow you more flexibility with scheduling and allow us to reach out to our references to let them know they can anticipate being contacted by you. Once Virginia is provided this information, she will provide direct client contact information.	(701) 430-5317 or virginia.nicollsatrom@wexinc.com	*
American Heart Association 2,950 FSA, Commuter, COBRA and Direct Bill Client since 2014	Virginia Nicoll Satrom, Client Loyalty Advisor  Once you have an anticipated timeframe of when you would like the reference process to begin, please reach out to Virginia Nicoll Satrom, Client Loyalty Advisor, to confirm who will be reaching out and when they anticipate doing so. This will allow you more flexibility with scheduling and allow us to reach out to our references to let them know they can anticipate being contacted by you. Once Virginia is provided this information, she will provide direct client contact information.	(701) 430-5317 or virginia.nicollsatrom@wexinc.com	*

**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 *
University of Texas Systems	Education	Texas - TX	WEX Health	141,399 customers	WEX is a financially stable company with a strong balance sheet and limited debt. As a subsidiary of WEX, Inc. (a public company), WEX's financial information is consolidated within their balance sheet which is publicly available on their website. *
State of Florida	Government	Florida - FL	WEX Health	32,612 customers	WEX is a financially stable company with a strong balance sheet and limited debt. As a subsidiary of WEX, Inc. (a public company), WEX's financial information is consolidated within their balance sheet which is publicly available on their website. *
The University of California	Education	California - CA	WEX Health	28,231 customers	WEX is a financially stable company with a strong balance sheet and limited debt. As a subsidiary of WEX, Inc. (a public company), WEX's financial information is consolidated within their balance sheet which is publicly available on their website. *
State of Nevada Public Employee's Benefits Program	Government	Nevada - NV	WEX Health	23,119 customers	WEX is a financially stable company with a strong balance sheet and limited debt. As a subsidiary of WEX, Inc. (a public company), WEX's financial information is consolidated within their balance sheet which is publicly available on their website. *
State of Kansas - State Employee Health Plan	Government	Kansas - KS	WEX Health	21,290 customers	WEX is a financially stable company with a strong balance sheet and limited debt. As a subsidiary of WEX, Inc. (a public company), WEX's financial information is consolidated within their balance sheet which is publicly available on their website. *

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>WEX has a successful relationship with Sourcewell for our Fleet card products. WEX would expect a similar level of engagement and success in the event of an award for our CDH (FSA, HSA, HRA, Commuter, VEBA, and LSA), COBRA and Direct Bill administration. Sourcewell's clients should expect a great customer experience and an improved level of satisfaction. WEX would continue to build on our successful working relationship with Sourcewell.</p> <p>WEX will provide dedicated Sales representatives for Sourcewell. The dedicated sales team will assist with finalists and conversations with Sourcewell entities. The dedicated sales team will assist with cold calling and direct mail/email campaigns for our partnership.</p> <p>A dedicated Sales Coordinator will assist with the sales process, education, and training for Sourcewell entities and Human Resource teams.</p> <p>WEX Executive Sponsor will oversee the Sourcewell relationship. Sourcewell will be assigned a dedicated Partner Solutions Manager, who will oversee the day-to-day operations and continue to enhance the technology and integration with our partnership.</p>
27	Dealer network or other distribution methods.	<p>WEX will provide dedicated Sales representatives for Sourcewell. The dedicated sales team will assist with finalists and conversations with Sourcewell entities. The dedicated sales team will assist with cold calling and direct mail/email campaigns for our partnership.</p> <p>A dedicated Sales Coordinator will assist with the sales process, education, and training for Sourcewell entities and Human Resource teams.</p> <p>Sourcewell entities can request a proposal, information on WEX services, or demos by reaching out to WEX via email or through a WEX landing page. Once WEX receives the information on the services the entities are interested in, and group details (legal name, number of employees, current plan setup and number of enrollments).</p>

28	Service force.	<p>A Partner Solutions Manager will serve as the partnership manager for Sourcewell, overseeing the day-to-day operations and bringing proactive communication to Sourcewell leadership regarding technology updates, service success and partnership review.</p> <p>WEX has around 240 Client Service representatives, with an average tenure of around 4 years. Sourcewell entity clients would be serviced by our dedicated Client Services team. Clients of similar size and products find great success in this service model. There are multiple ways for them to connect with us – they can call, email, or quickly submit a question through Leap. The goal when serving our mutual clients is full availability, quality and responsiveness, through whatever method of communication is most convenient for them. And it works; by offering the group these options, supported by our team of experts, we're able to get them the information they need when they need it; it just works. We have a 30-second average speed-of-answer on calls, 3-day resolution on cases (with single point of contact) that require additional solutioning, and a 4-hour average response time on cases submitted through our case management tool, with 60% resolved in the first response. We excel in service and will continue to do so.</p> <p>WEX will also provide Sourcewell entity clients over 2,000 lives with holistic account oversight through the assignment of a dedicated Account Executive. The Account Executive would be the day-to-day contact and internal advocate for these clients.</p> <p>During your implementation, you'll be granted access to LEAP. LEAP is our own technology platform that provides a guided client experience through robust online capabilities. The suite contains essential built-in apps that offer a seamless implementation, hands off renewal experience, ongoing account transparency and provides fast and accurate answers to clients.</p> <p>WEX recommends an implementation timeline of approximately 60 days to ensure a smooth transition; however, the timeline can certainly be adjusted depending on the employer's wishes. Once all of the required documentation is received plan setup can take up to 20 business days for Benefits and 30 business days for COBRA administration.</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>Sourcewell entities can request a proposal, information on WEX services, or demos by reaching out to WEX via email or through a WEX landing page. Once WEX receives the information on the services the entities is interested in and group details (legal name, number of employees, current plan setup and number of enrollments).</p> <p>WEX sends an invoice to the employer monthly. WEX begins processing invoices on the 5th of the month and uses the active participant count for benefits or the number of covered employees for COBRA as of the 30th of the previous month. Payment may be made to WEX via check or ACH.</p> <p>Once a Sourcewell entity has confirmed they would like to move forward, our Implementation Team will be sending a welcome email your way, including next steps, within a few business days! Plan setup does take up to 30 business days once everything is entered within Leap.</p> <p>WEX will provide client name with a guided implementation approach with clear steps on expectations from them throughout the entire implementation process. We understand that strong integrations with our clients' technology platforms saves everyone time and stress in the set-up process and on-going administration of our products. WEX has extensive experience working with numerous Carriers, Benefits Administration, Payroll and HRIS Systems. WEX is integrated with more than 400 insurance carriers, 250 benefit enrollment platforms and 150 payroll vendors. We have over 20,000 integrations in place today. We are able to work with any file vendor during the implementation process. The client will be provided a dedicated Integration Analyst who will work with them and their carriers to ensure file feeds are set up in an efficient and timely manner.</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>The Participant Services team is focused on and dedicated to meeting the Participants' needs. Participant Services is headquartered in Fargo, ND. Participant Services staff is available to answer participant questions from 6:00 a.m. to 9:00 p.m. CST Monday through Friday (except holidays).</p> <p>Participants call a toll-free number and are routed through an ACD system where their call will be answered by a live representative. Participant Services staff has access to imaged claims and other documentation to better assist the participant. WEX uses the Transperfect Language Line service for non-English speaking participants. Transperfect supports more than 170 languages.</p> <p>Our Operations team processes claims, files, reimbursements and deposits and are not on the phone with participants or employers. All faxes are automatically imported as an electronic image upon receipt. All reimbursement account claims are processed using an OnBase workflow system allowing for greater efficiency in processing and improved customer service.</p> <p>Schedules are maintained to ensure adequate staffing during peak call periods. Service standards are set to track the number of agents available, the time it takes to answer the calls, number of calls that are disconnected by the caller, wait time in the queue, etc.</p> <p>Most participant problems or issues are first communicated to our Participant Services (call center) area and can be handled by our call center representatives. If the situation calls for additional input, Participant Services staff seek assistance from their supervisor. If further input and guidance is needed, assistance is sought from the team lead and other leaders within the area. Every avenue is explored to ensure an appropriate resolution is provided for the issue or problem.</p> <p>When an issue or problem involves multiple departments within WEX, the team leaders work together to determine a viable solution and coordinate the implementation of the solution.</p> <p>Participant Services is responsible to respond to participants with the proposed resolution. Followup with participants concerning the resolution to the problem or issue is made within the time frame requested by the participant or no later than 24 hours from when the participant communicated the problem to WEX.</p> <p>Account Management is responsible to communicate the proposed resolution to the employer. It is at this point also that the primary contacts at the employer would be involved to ensure proper communication at all times. All inquiries are to be handled within 24 hours. Internal audits show us that 95% of all inquiries are resolved within 24 hours. In all cases, where it is administratively and legally possible, WEX will work to find a mutually agreeable solution to the problem.</p> <p>WEX strives to resolve all problems as soon as possible. If the issue requires a procedural change or an added process, the issue is resolved immediately. If the issue requires programming or system changes, a temporary solution is determined while the programming or system change is being completed.</p> <p>WEX follows the ERISA claims appeal process.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Please see WEX Sample ASA and BAA within our WEX Sample Agreement zip folder saved in the Warranty Information upload. WEX administrative services can be found in the Administrative Services Proposal for Sourcewell within the WEX Pricing Documents zip folder in the Pricing upload.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Not applicable, WEX is able to provide CDH and federal COBRA throughout the United States.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	WEX is able to provide CDH and federal COBRA throughout the United States.
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?	WEX is able to provide CDH and federal COBRA throughout the United States. No other contracts limit WEX ability to promote another contract.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	WEX is able to provide CDH and federal COBRA throughout the United States.

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>WEX has a successful relationship with Sourcewell for our Fleet card products. WEX would expect a similar level of engagement and success in the event of an award for our CDH (FSA, HSA, HRA, Commuter, VEBA, and LSA), COBRA and Direct Bill administration. Sourcewell's clients should expect a great customer experience and an improved level of satisfaction. WEX would continue to build on our successful working relationship with Sourcewell.</p> <p>WEX will provide dedicated Sales representatives for Sourcewell. The dedicated sales team will assist with finalists and conversations with Sourcewell entities. The dedicated sales team will assist with cold calling and direct mail/email campaigns for our partnership.</p> <p>Dedicated Sales Coordinator will assist with the sales process, education, and training for Sourcewell entities and Human Resource teams.</p> <p>WEX Executive Sponsor will oversee the Sourcewell relationship. Sourcewell will be assigned a dedicated Partner Solutions Manager, who will oversee the day-to-day operations and continue to enhance the technology and integration with our partnership.</p> <p>WEX is able to create co-branded marketing materials for the Sourcewell partnership. Samples of these materials have been provided in the Marketing Materials zip folder. WEX will also participate in event sponsorship and attendance to bring awareness and additional growth to the partnership with Sourcewell.</p> <p>WEX would look to work with Sourcewell on a press release to promote our partnership. WEX will request Sourcewell's support in contacting entities via email, LinkedIn, mailings, and cold calls to bring awareness to our partnership. WEX is able to create a landing page/splash pad for Sourcewell entities to learn about the services offered through the partnership with WEX, as well as requesting a quote or services. The WEX Marketing Samples-Plans zip folder includes our marketing materials, custom marketing options, and sample implementation timelines.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>WEX would look to work with Sourcewell on a press release to promote our partnership. WEX will request Sourcewell's support in contacting entities via email, LinkedIn, mailings, and cold calls to bring awareness to our partnership. WEX is able to create a landing page/splash pad for Sourcewell entities to learn about the services offered through the partnership with WEX, as well as request a quote for services.</p> <p>WEX will request at minimum, annual reviews to discuss the success and status of the partnership.</p>



38	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>WEX has a successful relationship with Sourcewell for our Fleet card products. WEX would expect a similar level of engagement and success in the event of an award for our CDH (FSA, HSA, HRA, Commuter, VEBA, and LSA), COBRA and Direct Bill administration. Sourcewell's clients should expect a great customer experience and an improved level of satisfaction. WEX would continue to build on our successful working relationship with Sourcewell.</p> <p>WEX will provide dedicated Sales representatives for Sourcewell. The dedicated sales team will assist with finalists and conversations with Sourcewell entities. The dedicated sales team will assist with cold calling and direct mail/email campaigns for our partnership.</p> <p>A dedicated Sales Coordinator will assist with the sales process, education, and training for Sourcewell entities and Human Resource teams.</p> <p>WEX Executive Sponsor will oversee the Sourcewell relationship. Sourcewell will be assigned a dedicated Partner Solutions Manager, who will oversee the day-to-day operations and continue to enhance the technology and integration with our partnership.</p> <p>WEX is able to create co-branded marketing materials for the Sourcewell partnership. Samples of these materials have been provided in the Marketing Materials zip folder. WEX will also participate in event sponsorship and attendance to bring awareness and additional growth to the partnership with Sourcewell.</p> <p>WEX would look to work with Sourcewell on a press release to promote our partnership. WEX will request Sourcewell's support in contacting entities via email, LinkedIn, mailings, and cold calls to bring awareness to our partnership. WEX is able to create a landing page/splash pad for Sourcewell entities to learn about the services offered through the partnership with WEX, as well as request a quote for services.</p> <p>WEX will request at minimum, annual reviews to discuss the success and status of the partnership.</p>	*
39	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Sourcewell entities can request a proposal, information on WEX services, or demo requests by reaching out to WEX via email or through a WEX landing page. Once WEX receives the information on the services the entities is interested in and group details (legal name, number of employees, current plan setup and number of enrollments).</p>	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *	
40	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Please see our ASA and BAA's in the WEX Sample Agreement zip folder saved in the Warranty Information upload.</p>	*

41	Describe any technological advances that your proposed products or services offer.	<p>We have three major releases each year where updates are made to the platform. Additionally, there are continuous releases every other week throughout the year for continued system maintenance. The downtime tied to the three major releases is 3 pm - midnight on the day of the release which is for all portals, including the mobile app. There is no downtime tied to the continuous releases happening every other week.</p> <p>WEX continually makes enhancements and updates to the WEX benefits platform to provide our partners with the best healthcare financial technology platform. On an ongoing basis, we identify product development opportunities by soliciting feedback from our partners. To capture feedback, we conduct periodic partner focus groups, review partner enhancement requests, analyze market trends, conduct surveys, respond to regulatory changes, and review other software solutions.</p> <p>WEX makes significant ongoing investments in WEX benefits platform to deliver innovative solutions enabling engagement, account growth, efficiency, and platform excellence. Each year, WEX introduces into general availability more than 200 new features including advanced participant and employer portal self-service functionality, mobile app capabilities for iOS and Android, healthcare payment solutions, COBRA and direct billing capabilities, analytics, and additional functionality deemed most important for efficiency and product delivery.</p> <p>Our overall product strategy for 2023 has the following goals:</p> <ul style="list-style-type: none"> <li>Maximize HSA enrollment and deposits to drive long-term savings and revenue growth</li> <li>Deliver a personalized, consistent participant experience Personalize the consumer experience to anticipate consumer needs and provide proactive guidance.</li> <li>Enable partner growth with new product offerings Invest in emerging products to diversify portfolios and drive growth.</li> <li>Increase efficiency and reduce costs through new technology and processes Increase self service options to drive efficiency and cost reduction.</li> <li>Use analytics for a deep understanding of partners, employers, and participants</li> <li>Ensure industry leading fraud prevention and security</li> </ul> <p>WEX has also included our Additional Product and Service Solutions within the Administrative Services Proposal for Sourcewell within the WEX Pricing Documents zip folder in the Pricing upload.</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Through our technologies, we have significantly reduced the need for paper and printing. Additionally, we have made recycling an easy task with well-labeled bins located throughout the buildings. We host an annual event around Earth Day that includes our Safety Committee picking up trash from the greenspace by our buildings. We also follow the NESHAP (National Emission Standards for Hazardous Air Pollutants) Compliance Monitoring with our generator. It monitors that we are within an acceptable emissions level by the EPA. Additional information has been included in our ESG Report 2021 with the WMBE/MBE/SBE or Related Certificates upload.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Additional information has been included in our ESG Report 2021 with the WMBE/MBE/SBE or Related Certificates upload.</p>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>WEX is not a Small Business Enterprise (SBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and/or Disadvantaged Business Enterprise (DBE) business and does not utilize any SBE/MBE/WBE/DBE vendors or subcontractors to perform its services. Our vendors provide highly sophisticated software that is uniquely designed and programmed for the lines of business that we provide. There are very few vendors that meet our functional and quality standards. Therefore, we do not have any participation to report, and will not be working toward using vendors that meet the requirement for future administrative needs.</p> <p>WEX tracks its diverse supplier spending at the enterprise level and we can report that we have recently launched a new initiative to grow our spending with diverse suppliers. We have set a goal to grow our consolidated diverse supplier spend across the WEX enterprise. We are still in development of the program framework and will continue to communicate targets as part of our new initiative.</p> <p>Additional information has been included in our ESG Report 2021 with the WMBE/MBE/SBE or Related Certificates upload.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to	<p>WEX has been administering benefits since 1987 and has built up our reputation by being a leader within the benefits technology space. We are committed to providing clients across all industries and sizes the ultimate experience.</p> <p>WEX is uniquely positioned to offer you the industry's best platforms and service to take your business to the next level. WEX simplifies benefits by delivering the broadest range of</p>

Sourcewell participating entities?

consumer and healthcare solutions as well as the services to make them successful, all built on the industry's most modern, reliable platform.

The complexity of health, wellness, and consumer benefits demands a robust platform and flexible solutions that make the best choices easy. Only WEX delivers it all. We take the complexity and pain out of creating, promoting, or participating in health and consumer benefits. For clients, we bring a single flexible, proven platform built for the constant innovation the market demands. For brokers and consultants, we bring the power of insight drawn from the industry's biggest pool of data so that you can quickly customize solutions for each unique opportunity. And if you're a plan member or consumer, we deliver the power of every benefit on one card, from HSA to tuition repayment plan. For every need, we simplify benefits for everyone by delivering the right solution for you.

Our platform supports health savings accounts (HSAs), flexible spending accounts (FSAs) – health and dependent care, health reimbursement arrangements (HRAs), wellness and incentive plans (LSAs), commuter benefits plans (transit and parking), VEBA and COBRA + Direct Bill.

WEX currently has over 2,000 employees located in Fargo, ND, Brookings, SD, Edina, MN, St. Louis, MO, Omaha, NE and Simsbury, CT. WEX Health's principal place of business is Simsbury, CT; however, service teams are located in Fargo, ND and Brookings, SD. WEX has an excellent client retention rate, illustrating our commitment to establishing long term partnerships with our clients. WEX backs up its service standards with quarterly performance guarantees.

Relationship Management. Sourcewell will be assigned a dedicated Partner Solutions Manager, who will oversee the day to day operations and continue to enhance the technology, services and integration with our partnership for your clients. This individual would be responsible for coordinating efforts internally between our internal service delivery teams while providing a high level of service and responsiveness to Sourcewell's contacts. The Partner Solution Manager would serve as the main point-of-contact during both the implementation process and throughout the ongoing day-to-day relationship with Sourcewell, educating on plan options and product design while painting a clear picture of WEX services.

WEX has around 240 Client Service representatives, with an average tenure of around 4 years. Sourcewell clients would be serviced by our dedicated Client Services team. Clients of similar size and products find great success in this service model. There are multiple ways for them to connect with us – they can call, email, or quickly submit a question through Leap. The goal when serving our mutual clients is full availability, quality and responsiveness, through whatever method of communication is most convenient for them. And it works; by offering the group these options, supported by our team of experts, we're able to get them the information they need when they need it; it just works. We have a 30-second average speed-of-answer on calls, 3-day resolution on cases (with single point of contact) that require additional solutioning, and a 4-hour average response time on cases submitted through our case management tool, with 60% resolved in the first response. We excel in service and will continue to do so.

Implementation. WEX recommends an implementation timeline of approximately 60 days to ensure a smooth transition; however, the timeline can certainly be adjusted depending on the employer's wishes. Once all of the required documentation is received plan set up can take up to 20 business days for Benefits and 30 business days for COBRA administration.

Integrations. We understand that strong integrations with our clients' technology platforms saves everyone time and stress in the set-up process and on-going administration of our products. WEX streamlines data exchange by building automation software that allows for integrations with virtually any HRIS, ben admin, health plan or payroll vendor, allowing for timely enrollment and plan updates to occur without human intervention. We are integrated with over 350 payroll, HRIS, benefit enrollment platform vendors, and over 400 insurance carriers and have over 20,000 integrations in place today. We are able to work with any file vendor during the implementation process. Clients will be provided a dedicated Integration Analyst who will work with them and their carriers to ensure file feeds are set up in an efficient and timely manner.

Technology Consolidation. Our proprietary and innovative technology, Leap, provides employers with one central hub for plan administration, including a seamless implementation, hands off renewal experience, ongoing account transparency and fast and accurate answers to employer inquiries. We are one of the only competitors in the industry that does not require separate logins for client's reimbursement and COBRA platforms.

Unified and Automated User Experience. We make it easy for participants to manage all of their reimbursement accounts by offering an integrated platform (online account and mobile app) that supports access to all reimbursement account information in one experience.

When you're relied on to support healthcare and financial needs, a user-centric model is vital. That model requires empathetic people, responsive customer service, and easy-to-use

		<p>technology that are not just available but are working together to meet your needs before you know you have them. But when participants have questions, we'll have the answers.</p> <p>Please see the Administrative Services Proposal for Sourcewell within the WEX Pricing Documents zip folder in the Pricing upload, for further details on the administration offering for Sourcewell.</p>
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**Table 9: Performance Standards or Guarantees**

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

Line Item	Question	Response *
46	Describe any performance standards or guarantees that apply to your services	<p>WEX will put a total of 15% of quarterly COBRA and/or Benefit plan fees at risk based on the following: 5% for Implementation the first quarter of the first year and 10% for ongoing operations for all quarters. Please see the attached WEX Performance Guarantees zip folder saved in the Standard Transaction Document Samples upload.</p>
47	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>WEX will put a total of 15% of quarterly COBRA and/or Benefit plan fees at risk based on the following: 5% for Implementation the first quarter of the first year and 10% for ongoing operations for all quarters. Please see the attached WEX Performance Guarantees zip folder saved in the Standard Transaction Document Samples upload.</p> <p>WEX has a number of programs and initiatives for staying closely connected and aligned to its customers that are integrated throughout the company. This ensures that the user, ("user" meaning customer, partner, consultant, participant, and WEX employee), are considered in all key decisions that we make. Although surveys are one important component of our user experience activities, we also have several other programs in place that are shared below:</p> <p>Surveys - All participants who call in are able to participate in a post call survey if they so choose. We survey participants regarding overall satisfaction, professionalism and knowledge of our Participant Services team. WEX can provide additional detail up on notification of finalist; however, our average score has been a 4.2 out of 5.0.</p> <p>Transactional Service Surveys - Participant experience phone survey, case management survey and our post implementation survey.</p> <p>Customer Personas - To ensure customer connectedness throughout our company, WEX uses customer personas to ensure that all internal departments know and understand our customers even if they don't work with them directly. The customer personas were built using fact-based customer data obtained by interviewing a cross section of our customer segments.</p> <p>The Customer Advisory Committee - WEX has a customer advisory committee that interacts with the Client Relations department at regular intervals to provide feedback on initiatives, processes, and system enhancements. Additionally, certain employer and participant contacts play a part in usability studies of WEX's systems.</p> <p>Journey Mapping - We test our solutions to experience them as the customer would to identify gaps and improvement areas.</p> <p>The Account Management survey (tied to performance guarantees) is client-specific.</p> <p>All participants who call in are able to participate in a post call survey if they so choose. We survey participants regarding overall satisfaction, professionalism and knowledge of our Participant Services team.</p>

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

Line Item	Question	Response *
48	Describe your payment terms and accepted payment methods.	<p>WEX sends an invoice to the employer monthly. WEX begins processing invoices on the 5th of the month and uses the active participant count as of the 30th of the previous month. Payment may be made to WEX via check or ACH.</p> <p>WEX sends an invoice to the employer monthly. WEX begins processing invoices the 5th of the month and uses the number of covered employees as of the 30th of the previous month. It is the employer's responsibility to notify WEX if the covered number changes. This can be done by updating the covered count within Leap, contacting your WEX contact or by changing the covered count on the invoice. Payment may be made to WEX via check or automatic ACH.</p>
49	Describe any leasing or financing options available for use by educational or governmental entities.	N/A
50	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Please see our ASA and BAA's in the WEX Sample Agreement zip folder saved in the Warranty Information upload.
51	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No, WEX does not accept the P-card procurement payment process.

**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.	WEX has included our proposed pricing for Sourcwell entities, along with our standard market pricing. Please see the WEX Pricing Documents zip folder in the Pricing upload.
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.	WEX has included our proposed pricing for Sourcwell entities, along with our standard market pricing. Please see the WEX Pricing Documents zip folder in the Pricing upload.
54	Describe any quantity or volume discounts or rebate programs that you offer.	WEX has included our proposed pricing for Sourcwell entities, along with our standard market pricing. Please see the WEX Pricing Documents zip folder in the Pricing upload.
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.	WEX has also included our Additional Product and Service Solutions within the attached Administrative Services Proposal for Sourcwell within the WEX Pricing Documents zip folder in the Pricing upload.
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.	WEX standard administration services are outlined in the attached Administrative Services Proposal, any additional items are listed in the Additional Product and Services within the WEX Pricing Documents zip folder in the Pricing upload.

57	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	WEX standard administration services are outlined in the attached Administrative Services Proposal, any additional items are listed in the Additional Product and Services within the WEX Pricing Documents zip folder in the Pricing upload.	*
58	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	WEX standard administration services are outlined in the attached Administrative Services Proposal, any additional items are listed in the Additional Product and Services within the WEX Pricing Documents zip folder in the Pricing upload.	*
59	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>WEX would look to work with Sourcewell on a press release to promote our partnership. WEX will request Sourcewell's support in contacting entities via email, LinkedIn, mailings, and cold calls to bring awareness to our partnership. Co-branding materials to share the services of the secured partnership and contracting of WEX and Sourcewell.</p> <p>Our proprietary and innovative technology, LEAP, provides employers with one central hub for plan administration, including a seamless implementation, hands off renewal experience, ongoing account transparency and fast and accurate answers to employer inquiries. We are one of the only competitors in the industry that does not require separate logins for client's reimbursement and COBRA platforms. LEAP offers customizable and comprehensive dashboard reporting, as well as Analytics, which deliver real-time key metrics on all administration, providing you with transparency and awareness into your plans and the consumer usage of those plans.</p> <p>WEX provides the technology, administration, and service of its products to provide one offering for our clients, consultants, and members. Innovation, Efficiency, and Ease are big drivers for our business as we look to partner with current clients and prospective clients for years to come. We also make it easy for participants to manage their reimbursement accounts by offering a sleek online consumer account, robust mobile application and live online-authenticated chat. We offer an integrated platform that supports access to all account information in one experience. Through the online account, participants can view account balances, claims status, claim and payment history, sign up for text alerts, update account information, order additional debit cards and more.</p> <p>We provide employees with various ways for contacting WEX or obtaining WEX related information. Employees will have access to call into the Participant Services phone line, email a Participant Services representative, live-online chat with a representative, as well as access the participant knowledge base, which acts as search engine where your employees can access frequently asked questions on demand.</p>	*

**Table 12: Pricing Offered**

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

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *



<p>61</p>	<p>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>	<p>WEX will allow a post-implementation audit of Employer related data. The Employer is responsible for any expenses that it incurs in connection with the audit.</p> <p>WEX will also allow a claim audit by an outside vendor. Frequency should be reasonable, i.e. annually unless circumstances warrant a more frequent schedule. The Employer is responsible for any expenses that it incurs in connection with the audit. There must be no conflict of interest which would prevent the auditor from performing an independent audit. Auditors may not be compensated on the basis of a contingency fee or a percentage of overpayments identified. WEX does not charge audit fees except where the request during the audit would inflict an unreasonable cost upon WEX, in which case WEX reserves the right to cover its costs associated with the request.</p> <p>WEX engages, at its cost and expense, a nationally recognized accounting firm to conduct SOC audits on an annual basis. The nationally recognized accounting firm who conducts our SOC audits is Grant Thornton.</p> <p>WEX does not have a third-party certification. However, our security policies are written according to industry standards using ISO 17799:2005 (ISO 27002) as the framework. Each is rigorously edited and reviewed by each member of the Security Committee and are written to provide protection and avoid risk for our employees, company, stakeholders, business partners and customers.</p> <p>Our technology partner, WEX Health, is HITRUST Certified. WEX engages other resources for certifying HIPAA compliance (ISO 17799:2005 (ISO 27002)).</p> <p>Please see the attached WEX Security Overview that has been included in the Upload Additional Document.</p>
<p>62</p>	<p>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>	<p>If WEX is selected as the vendor, we would work to determine valuable satisfaction for each entity's experience. We would also request meet with Sourcewell at quarterly, or annually at minimum, to seek feedback on our partnership and review plan performance. Because at WEX, we don't believe in guessing what our partners and clients want.</p> <p>We believe in asking them. Our annual client surveys provide us with a way to obtain candid and valuable feedback on participant and client-related items that allow us to gauge the success of our relationships. In addition to these surveys, our service teams have mechanisms for tracking call topics that allow us to monitor the most common questions we receive. This data allows us to continuously re-evaluate our processes to ensure we are building the most positive experience possible for each of our end users.</p> <p>WEX invests heavily in knowing and understanding the user experience and enhancing the customer experience for both the client and their participants. We use a variety of communication and feedback mechanisms to closely monitor the user experience and gauge customer satisfaction. We then use this data to continue to enhance the customer experience by implementing enhancements, process improvements and technology.</p> <p>WEX has a number of programs and initiatives for staying closely connected and aligned to its customers that are integrated throughout the company. This ensures that the user, ("user" meaning customer, partner, consultant, participant, and WEX employee), are considered in all key decisions that we make. Although surveys are one important component of our user experience activities, we also have several other programs in place that are shared below:</p> <ul style="list-style-type: none"> <li>• Surveys - All participants who call in are able to participate in a post call survey if they so choose. We survey participants regarding overall satisfaction, professionalism and knowledge of our Participant Services team. WEX can provide additional detail up on notification of</li> </ul>



		<p>finalist; however, our average score has been a 4.2 out of 5.0.</p> <ul style="list-style-type: none"> <li>• Transactional Service Surveys - Participant experience phone survey, case management survey and our post implementation survey.</li> <li>• Customer Personas - To ensure customer connectedness throughout our company, WEX uses customer personas to ensure that all internal departments know and understand our customers even if they don't work with them directly. The customer personas were built using fact-based customer data obtained by interviewing a cross section of our customer segments.</li> <li>• The Customer Advisory Committee - WEX has a customer advisory committee that interacts with the Client Relations department at regular intervals to provide feedback on initiatives, processes, and system enhancements. Additionally, certain employer and participant contacts play a part in usability studies of WEX's systems.</li> <li>• Journey Mapping - We test our solutions to experience them as the customer would to identify gaps and improvement areas.</li> <li>• The Account Management survey (tied to performance guarantees) is client-specific.</li> </ul> <p>All participants who call in are able to participate in a post call survey if they so choose. We survey participants regarding overall satisfaction, professionalism and knowledge of our Participant Services team as described below. WEX can provide additional detail upon notification of finalist; however, our average score has been a 4.2 out of 5.0.</p> <p>Question 1: On a scale of one to five, where one is very unsatisfied and five is very satisfied. Please rate your overall satisfaction with the representative that assisted you today.</p> <p>Question 2: On a scale of one to five, where one is very unsatisfied and five is very satisfied. Please rate the professionalism of the representative that assisted you today.</p> <p>Question 3: On a scale of one to five, where one is very unsatisfied and five is very satisfied. Please rate the knowledge of the representative that assisted you today.</p> <p>Question 4: Were all of your questions answered by the representative today? For yes, press 1. For no, press 2.</p>	*
63	<p>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>	<p>WEX is proposing a revenue share to Sourcewell paid out quarterly on 2% based on administrative fees.</p>	*

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

Line Item	Question	Response *	
64	<p>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</p>	<p>WEX standard administration services are outlined in the attached Administrative Services Proposal, any additional items are listed in the Additional Product and Services within the proposal.</p>	*
65	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>WEX standard administration services are outlined in the attached Administrative Services Proposal, any additional items are listed in the Additional Product and Services within the proposal.</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	Voluntary employee loans and related services	<input type="radio"/> Yes <input checked="" type="radio"/> No	
67	Student loan debt consolidation, repayment management, and administration services	<input type="radio"/> Yes <input checked="" type="radio"/> No	
68	Health care savings vehicles and account management	<input checked="" type="radio"/> Yes <input type="radio"/> No	Flexible Spending Account (FSA), Dependent Care Account (DCA), Health Savings Account (HSA), Health Reimbursement Arrangement (HRA), Commuter (Mass Transit/Parking), Lifestyle Spending Account (LSA), Adoption Assistance Program, Education Assistance Program/Tuition Reimbursement, VEBA, COBRA and Direct Bill.
69	Credit counseling and financial wellness coaching and education services	<input type="radio"/> Yes <input checked="" type="radio"/> No	

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
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70	Describe any educational topics, resources, assessments, or tools that are provided with your services and the type of formats they are provided in.	<p>We have a number of resources available to Sourcewell and their entities to assist in educating their HR staff, including live webinars, Q&amp;A sessions, pre-recorded presentations and more. During onboarding, the Implementation Team will hold a call to discuss what you can expect during the account setup process and provide you with tools to easily track tasks leading up to a successful plan setup. These individuals are available to help throughout all aspects of the onboarding process, including detailed demonstrations of LEAP and other employer-specific training as requested to ensure HR staff is familiar and comfortable with WEX technology and processes.</p> <p>Ongoing, WEX offers a variety of educational webinars for our clients, consultants, and even prospective employers. Our webinars are free and offered throughout the year at times when the content would be most helpful. In addition to offering topics that are valuable for employers, all of our webinars are eligible for SHRM (Society of Human Resource Management) continuing education credits. Feedback regarding the webinar program has been exceptional. After each webinar, attendees are asked to rate the content on a scale of 1 to 10. In 2021, 92 percent of respondents rated the webinar content at or above an 8. Those completing the survey are able to provide additional comments and feedback as well. Comments such as "excellent webinar", "very helpful", and "very informational" occur often. To check out the webinar schedule or view a recording from one of the most recent webinars, go to <a href="https://go.wexbenefitsyou.com/webinar">go.wexbenefitsyou.com/webinar</a>.</p> <p>We believe that education is key to the success of these plans for the employer and participant. We understand that education is not "one size fits all" and that we need to provide resources and support for every participant. We will collaborate with the employer on what solutions will resonate the most to drive employee engagement and ultimately build confidence in the user experience. Our Open Enrollment Toolkit provides access to valuable resources, content, and tools to promote enrollment and utilization of our plans resulting in increased FICA tax savings and employee retention for our clients. The toolkit can be accessed at <a href="https://www.wexbenefitsyou.com/openenrollment/">https://www.wexbenefitsyou.com/openenrollment/</a> and includes the following items at no additional charge:</p> <ul style="list-style-type: none"> <li>• Handouts</li> <li>• Educational email templates</li> <li>• PowerPoint slides</li> <li>• Post-enrollment educational resources via our knowledgebase</li> <li>• Promotional/educational videos</li> <li>• Virtual open enrollment fair experience       <ul style="list-style-type: none"> <li>o Built to mimic an in-person fair, the site includes a welcome page, an auditorium with video presentations, a virtual and interactive booth with live chat supported on Tuesdays and Wednesdays from 10:30 a.m. CST to 7:00 p.m. CST, interactive eligible expense list, ability to search our public knowledgebase and Participant Services contact information. The site is available 24/7/365 so employees can review their benefits information when it is most convenient for them.</li> <li>• One on one phone support           <ul style="list-style-type: none"> <li>o Employees may not feel comfortable asking a question during an open enrollment meeting or directly to their HR team about eligible expenses or other situations unique to them that may impact their enrollment. We have assisted support via phone so employees can call to ask their questions to enroll with confidence.</li> </ul> </li> <li>• Product calculators           <ul style="list-style-type: none"> <li>o Employees need help with determining the right election amount and plan options. We offer a variety of calculators to assist them with electing the right dollar amount and plan based on their needs and life events.</li> </ul> </li> </ul> </li> </ul> <p>All handouts are available in an electronic format. You may download the materials to post on your intranet or open enrollment portal. The quantity of printed materials provided is determined by the number of FSA participants plus a percentage surplus. WEX reserves the right to limit the quantity of printed materials provided. On-site enrollment meetings/benefits fairs may be available for an additional fee of \$350 per day plus travel expenses; attendance is subject to availability and dependent on CDC guidelines/corporate policies regarding travel at the time of the request.</p> <p>WEX will also hold a kick-off call with Sourcewell prior to launching our partnership, to align teams with their Partner Solution Manager. The Partner Solution Manager will oversee the day-to-day operations and continue to enhance the technology, services and integration with our partnership for your clients. This individual would be responsible for coordinating efforts internally between our internal service delivery teams while providing a high level of service and responsiveness to Sourcewell's contacts. The Partner Solution Manager would serve as the main point-of-contact during both the implementation process and throughout the ongoing day-to-day relationship with Sourcewell, educating on plan options and product design while painting a clear picture of WEX services.</p>
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71	Describe any ability to integrate with an entity's other employee benefit vendors.	<p>We understand that strong integrations with our clients' technology platforms saves everyone time and stress in the set-up process and on-going administration of our products. WEX has extensive experience working with numerous Carriers, Benefits Administration, Payroll and HRIS Systems. WEX is integrated with over 350 payroll, HRIS, benefit enrollment platform vendors, and over 400 insurance carriers. We have over 20,000 integrations in place today. We are able to work with any file vendor during the implementation process. Clients will be provided a dedicated Integration Analyst who will work with them and their carriers to ensure file feeds are set up in an efficient and timely manner.</p> <p>WEX streamlines data exchange by building automation software that allows for integrations with virtually any HRIS, ben admin, health plan or payroll vendor, allowing for timely enrollment and plan updates to occur without human intervention. Our automation suite of products, Samurai and Mailman, utilize EDI, XML or APIs to transfer your plan information. This automation allows us to:</p> <ul style="list-style-type: none"> <li>• Offer one source of truth for all employer-level data, reducing cross-platform discrepancies</li> <li>• Reduce the time our clients must spend manually entering data</li> <li>• Improve the speed of data transmission by using HR technology software to enroll and update coverage in near real-time</li> <li>• Minimize participant inquiries to their employers due to missing enrollments and data integrity issues</li> <li>• Produce threshold flags on data before loading to validate and confirm any large variances</li> </ul>
72	Describe your approach to employee engagement and participation and how it is measured.	<p>WEX invests heavily in knowing and understanding the user experience and enhancing the customer experience for both the client and their participants. We use a variety of communication and feedback mechanisms to closely monitor the user experience and gauge customer satisfaction. We then use this data to continue to enhance the customer experience by implementing enhancements, process improvements and technology.</p> <p>WEX has a number of programs and initiatives for staying closely connected and aligned to its customers that are integrated throughout the company. This ensures that the user, ("user" meaning customer, partner, consultant, participant, and WEX employee), are considered in all key decisions that we make. Although surveys are one important component of our user experience activities, we also have several other programs in place that are shared below:</p> <ul style="list-style-type: none"> <li>• Surveys - All participants who call in are able to participate in a post call survey if they so choose. We survey participants regarding overall satisfaction, professionalism and knowledge of our Participant Services team. WEX can provide additional detail up on notification of finalist; however, our average score has been a 4.2 out of 5.0.</li> <li>• Transactional Service Surveys - Participant experience phone survey, case management survey and our post implementation survey.</li> <li>• Customer Personas - To ensure customer connectedness throughout our company, WEX uses customer personas to ensure that all internal departments know and understand our customers even if they don't work with them directly. The customer personas were built using fact-based customer data obtained by interviewing a cross section of our customer segments.</li> <li>• The Customer Advisory Committee - WEX has a customer advisory committee that interacts with the Client Relations department at regular intervals to provide feedback on initiatives, processes, and system enhancements. Additionally, certain employer and participant contacts play a part in usability studies of WEX's systems.</li> <li>• Journey Mapping - We test our solutions to experience them as the customer would to identify gaps and improvement areas.</li> <li>• The Account Management survey (tied to performance guarantees) is client-specific.</li> </ul> <p>All participants who call in are able to participate in a post call survey if they so choose. We survey participants regarding overall satisfaction, professionalism and knowledge of our Participant Services team as described below. WEX can provide additional detail upon notification of finalist; however, our average score has been a 4.2 out of 5.0.</p> <p>Question 1: On a scale of one to five, where one is very unsatisfied and five is very satisfied. Please rate your overall satisfaction with the representative that assisted you today.</p> <p>Question 2: On a scale of one to five, where one is very unsatisfied and five is very satisfied. Please rate the professionalism of the representative that assisted you today.</p> <p>Question 3: On a scale of one to five, where one is very unsatisfied and five is very satisfied. Please rate the knowledge of the representative that assisted you today.</p> <p>Question 4: Were all of your questions answered by the representative today? For yes, press 1. For no, press 2.</p>

73	Describe how employee success and return on investment (ROI) is measured or assessed from utilizing your solutions.	<p>WEX strives to partner alongside you to ensure participants fully understand their FSA and HSA by providing valuable resources, content, and tools to promote enrollment and utilization of these plans resulting in increased FICA tax savings and employee retention for our clients. Our goal is serve our participants and provide the support they need all the way through retirement.</p> <p>We believe that education is key to the success of these plans for the employer and participant. We understand that education is not "one size fits all" and that we need to provide resources and support for every participant. We will collaborate with the employer on what solutions will resonate the most to drive employee engagement and ultimately build confidence in the user experience.</p>
74	Identify the types of databases used to store client data and the physical and technological protections used to safeguard a client's data.	<p><b>WEX Health Cloud Benefits</b>  WEX Health Cloud Benefits includes three web-enabled applications: The Administrator system, Consumer Online Account, and Employer Platform. The WEX Health application programming interface relies heavily on secured Web Services for accessing transactional services and data, and EDI data exchange through secure file transfer protocol (FTP) for larger batch processes.  Inquiries and transactions related to claims, participants, employers, enrollments, balances, and transactions against plans, can be completed through the WEX Health Web Services specification.</p> <p><b>WEX Health Cloud COBRA</b>  Our state-of-the-art software provides the employer and qualified beneficiary with real-time access to all information through the convenience of online platforms. The platforms include an employer platform, qualified beneficiary online account and administrator platform. Employers can access all information related to a qualified beneficiary's coverage and payment status, reports, enter new members and qualifying events by keying the information or by uploading a file. Qualified beneficiaries can view their coverage and payment status, letters sent to them and make payments online.</p> <p>WEX takes data security very seriously, and we have a number of processes in place specifically developed to protect client and consumer data. We have a dedicated internal audit and security team trained to focus solely on security to ensure confidentiality, integrity and availability. WEX engages, at its cost and expense, a nationally recognized accounting firm to conduct SOC audits on an annual basis. Our employees also complete an annual security training to enhance staff knowledge and to keep security top of mind. Clients can rest assured that it is a company initiative for WEX to go above and beyond in this area and to put forth continued investments into the security of our customers' information.</p>

75	Describe your reporting capabilities and the types of usage data that is available.	<p>Customizable and comprehensive dashboard reporting, as well as Analytics are provided through LEAP. Analytics delivers real-time key metrics on all administration, providing clients with transparency and awareness into their plans and the consumer usage of those plans. Estimated FICA savings information is available to the employer through reporting via LEAP. Reports are available through WEX's secure portals on demand. Based on employer preference, emails notifications can also be provided once a report is generated.</p> <p>Employer Reports</p> <ul style="list-style-type: none"> <li>• Employer Funding Report: Summarizes debits to your bank account for participant claim reimbursements and debit card transactions. Any applicable credits to your bank account will also be shown. This report is generated daily, regardless of activity. You'll receive a daily email to notify you that the report has been generated and is available on the employer portal.</li> <li>• Account Balance Detail Report: Encompasses each participant's election, claims paid, deposits and available balance. This report is available the first of each month and on demand.</li> <li>• Enrollment Report: Includes data regarding participants' annual elections, employer contributions (if applicable) and payroll contribution amounts. This report is available the first of each month and on demand.</li> <li>• Payment History Report: Summarizes the amount WEX issued in checks, direct deposits and debit card transactions (if applicable) for the previous month. This report is available on demand.</li> </ul> <p>COBRA Administration, real-time, online reporting is available through the employer portal, including reports on:</p> <ul style="list-style-type: none"> <li>• Member status</li> <li>• Carrier notifications (pending and processed)</li> <li>• Proof of mail</li> <li>• Plan rate renewal</li> <li>• Paid through report</li> <li>• Generated letters report (summary and detail)</li> <li>• Members without plans</li> <li>• QB plan members</li> <li>• Subsidy schedule</li> <li>• Remittance reports</li> <li>• Member by Postal Code</li> <li>• New Plan Member report</li> <li>• QB Summary report</li> <li>• SPM Summary report</li> </ul>
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### Exceptions to Terms, Conditions, or Specifications Form

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

### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

## 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



- [Pricing](#) - WEX Pricing Documents .zip - Wednesday March 15, 2023 14:24:55
- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - WEX Marketing Samples-Plan.zip - Tuesday March 14, 2023 23:15:07
- [WMBE/MBE/SBE or Related Certificates](#) - ESG-Report-2021\_wp-1.pdf - Friday March 10, 2023 10:09:17
- [Warranty Information](#) - WEX Sample Agreements .zip - Wednesday March 15, 2023 16:51:37
- [Standard Transaction Document Samples](#) - WEX Performance Guarantees .zip - Wednesday March 15, 2023 14:23:50
- [Upload Additional Document](#) - WEX Security Overview February 2023 .pdf - Wednesday March 15, 2023 14:24:01

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. - Shari Richardson, Partner Sales Administration Manager, WEX Inc.

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_4_Employee_Financial_Wellness_RFP_031623</b> Thu March 9 2023 03:39 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Employee_Financial_Wellness_RFP_031623</b> Thu March 2 2023 02:26 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Employee_Financial_Wellness_RFP_031623</b> Thu February 16 2023 09:45 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Employee_Financial_Wellness_RFP_031623</b> Thu February 9 2023 03:48 PM	<input checked="" type="checkbox"/>	3