

**Solicitation Number: RFP #031623****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Gallagher Benefit Services Inc.**, dba Arthur J. Gallagher & Co., 6967 S. River Gate Dr., Suite 200, Salt Lake City, UT 84047 (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.

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

In any event, the Supplier shall continue to be paid for satisfactorily completed work up until the date it receives written notice or a date specified therein the written notice regarding the non-appropriation under Section 6(D)(1) above from a Participating Entity.

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. Pursuant to Table 13, Question 63, of Supplier's attached response, the agreed upon administrative fee for Student Loans and Money Coaching is five percent (5%) of total revenue from these programs.

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

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

3. *Use; Quality Control.*

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for 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. Supplier shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:

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

Workers' Compensation Insurance with statutory limits, as required by the state in which the work takes place, and Employer's liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place, 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 on an Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis.

Minimum Limits:

\$2,000,000 per occurrence

\$4,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all hired and non-owned automobiles in limits of liability not less than indicated below, for bodily injury and property damage. 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 all limits and coverages.

Minimum Limits:

\$10,000,000 per occurrence or in the aggregate

5. *Errors and Omissions Liability Insurance*. Including extended reporting conditions of two (2) years with limits of no less than \$5,000,000 per claim, or \$10,000,000 in the aggregate.

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability, including extended reporting conditions of two (2) years.

Minimum limits:

\$2,000,000 per claim

\$2,000,000 annual aggregate, inclusive of defense cost

7. *Crime Insurance*. Covering third-party crime and employee dishonesty with limits of no less than \$1,000,000 per claim and in the aggregate.

All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to Client upon request. Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

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 Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to

laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to

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

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

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

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

22. CANCELLATION

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


Sourcewell

Gallagher Benefit Services Inc. dba Arthur J. Gallagher & Co.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 6/9/2023 | 11:40 AM CDT

DocuSigned by:
Charles Isaacs II
By: B563A95F664D410...
Charlie Isaacs Gallagher
Title: President West Region
Date: 6/9/2023 | 9:40 AM PDT

Approved:

DocuSigned by:

48BAF71B0894454...
By: _____
Chad Coauette
Title: Executive Director/CEO
6/9/2023 | 1:13 PM CDT
Date: _____

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

Vendor Details

Company Name: Arthur J. Gallagher & Co.
Does your company conduct business under any other name? If yes, please state: Gallagher Benefit Services, Inc.
Address: Spokane Branch
906 W 2nd Ave Ste 400
Spokane, WA 99201
Contact: John Fulbright
Email: John_Fulbright@ajg.com
Phone: 509-822-3622
Fax: 509-838-
HST#:

Submission Details

Created On: Thursday March 16, 2023 09:15:03
Submitted On: Thursday March 16, 2023 13:07:35
Submitted By: John Fulbright
Email: John_Fulbright@ajg.com
Transaction #: ff314d9c-b27b-424b-b0c8-83edd2063d22
Submitter's IP Address: 165.225.8.179

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	The legal entity name of our organization is Gallagher Benefit Services, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	<p>Our proposal includes solutions for all four of the requested services. While Gallagher will be the sole source of responsibility, certain services will be provided by our partner subcontractors as listed below. Where applicable, our responses to questions in this RFP are broken out and labeled by the proposed solution.</p> <ol style="list-style-type: none"> 1. Voluntary Employee Loans and Related Services Labeled throughout as "EMPLOYEE LOANS," this service will be provided using Kashable, Salary Finance, and FinFit. 2. Student Loan Debt Consolidation, Repayment Management, and Administration Services Labeled throughout as "STUDENT LOANS," this service will be provided using Gallagher Money Coaching, our financial coaching solution offered in partnership with Advanced Planning Solutions DBA Your Money Line. 3. Health Care Savings Vehicles and Account Management Labeled throughout as "HRA" (health reimbursement arrangement), this service will be provided using our Gallagher HealthInvest HRA product. 4. Credit Counseling and Financial Wellness Coaching and Education Services Labeled throughout as "MONEY COACHING," this service will be provided using Gallagher Money Coaching, our financial coaching solution offered in partnership with Advanced Planning Solutions DBA Your Money Line.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	<p>Arthur J. Gallagher & Co. is the parent company for Gallagher Benefit Services, Inc.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Gallagher Money Coaching is our financial coaching solution offered in partnership with Advanced Planning Solutions DBA Your Money Line.</p> <p>HRA:</p> <p>Gallagher HealthInvest HRA is our funded health reimbursement arrangement (HRA) solution.</p>
4	Provide your CAGE code or Unique Entity Identifier (SAM):	None.
5	Proposer Physical Address:	<p>EMPLOYEE LOANS:</p> <p>Gallagher Benefit Services, Inc. 6967 S River Gate Dr Ste 200 Salt Lake City, UT 84047</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Your Money Line 9333 N Meridian St Ste 104 Indianapolis, IN 46260</p> <p>HRA:</p> <p>Gallagher Benefit Services, Inc. 906 W 2nd Ave Ste 400 Spokane, WA 99201</p>

6	Proposer website address (or addresses):	<p>Our corporate website address is ajg.com.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Our website for Gallagher Money Coaching's employer solution is ajg.com/us/gallagher-money-coaching/. Our website depicting Your Money Line's employee-facing platform is yourmoneyline.com.</p> <p>HRA:</p> <p>Our Gallagher HealthInvest HRA website is: healthinvesthra.com.</p>
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>Contact: Charlie Isaacs, Gallagher, President, West Region Phone: (509) 818-3090 Email: charlie_isaacs@ajg.com</p>
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	<p>Contact: John Fulbright, Gallagher, Senior Client Manager Phone: (509) 822-3622 Email: john_fulbright@ajg.com</p>
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	<p>EMPLOYEE LOANS:</p> <p>Contact: Bryce Craig, Gallagher, Regional Practice Sales Lead Phone: (801) 706-9593 Email: bryce_craig@ajg.com</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Contact: Paul Grutzner, Gallagher, Senior Area Vice President Phone: (206) 618-9235 Email: paul_grutzner@ajg.com</p> <p>Contact: Greg Gardner, Your Money Line, Senior Account Executive Phone: (317) 989-2700 Email: greg.gardner@yourmoneyline.com</p> <p>HRA:</p> <p>Contact: Miriam Woodard, Gallagher, Area Vice President, HRA Services Phone: (509) 994-0944 Email: Miriam_Woodard@ajg.com</p> <p>Contact: Britt Afdem, Gallagher, Area Vice President and Counsel, HRA and Trust Services Phone: (509) 808-1397 Email: Britt_Afdem@ajg.com</p> <p>Contact: Mark Wilkerson, Gallagher, HRA & Trust Strategic Consulting Phone: (509) 995-2697 Email: Mark_Wilkerson@ajg.com</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>About Gallagher</p> <p>Gallagher started as a single office in Chicago and has grown to a publicly traded global organization with more than \$6.9 billion in adjusted revenues, 850 offices in 68 countries, and more than 39,000 team members with service capabilities in 130-plus countries. Our business units and subsidiaries provide the full spectrum of specifically tailored risk management products and solutions for complex operations.</p> <p>Gallagher's history is a compelling story of the insurance business. To learn more, visit ajg.com/about-us/.</p> <p>Our Culture</p> <p>The ideals, principles and values embodied by the founder whose name still appears on our door are part of our corporate DNA. Gallagher's approach to business, fostered through three generations of family leadership, has always centered on creating relationship value as true partners to our clients. Your Gallagher team understands they can make a genuine difference in protecting and supporting</p>

your human capital only if they fully engage in your business. We take the time to ask the right questions so that we can offer you the best recommendations. By specifically addressing your unique challenges, benefit objectives and business goals, your consultants gain the insights they need to help you act strategically in the present with a long-term view of success. Our mission statement, and the shared values we refer to as The Gallagher Way, describe how our culture and people are dedicated to yours.

Mission

- To build the best benefits services practice with brokers and consultants who understand the value of building relationships and trust, and creating experiences and results that inspire our clients' confidence.
- To provide superior, cost-effective benefit products and services that meet the ever-changing needs of employers, while striving for the highest professional excellence in the delivery of those solutions.
- To measurably help organizations manage and grow their businesses through our benefit services expertise and counsel.

We accomplish our mission with the leadership that grows our company by enriching our culture. We will honor the moral and ethical standards that are vital to gaining organizations' trust, and their confidence in our ability to continually build and develop a Gallagher benefit services team that excels at what we do.

The Gallagher Way

The Gallagher Way is a one-page document written in 1984 by our former chairman and CEO, Robert E. Gallagher, which defines the Gallagher culture. It describes the principles, behaviors and beliefs that have produced great work at Gallagher—and great working relationships—since the company was founded. The document's 25 shared values guide business conduct for each of us as individuals, and all of us as a team. To learn more visit ajg.com/us/about-us/the-gallagherway/.

STUDENT LOANS; MONEY COACHING:

Gallagher Money Coaching is our solution, offered in partnership with Your Money Line, to help employees tackle their financial past, present, and future in order to work towards financial confidence. Our partnership was established in 2021 to offer a full-service financial coaching solution for individuals with absolutely best-in-market pricing. This solution is built to accommodate diverse financial needs and prioritize problem solving by leveraging the employee benefits available to each individual. We're proud to share values and a mission with the Your Money Line team. When an organization purchases Gallagher Money Coaching, they will receive joint support from Gallagher's financial wellbeing team and Your Money Line. Employees will interface directly with the Your Money Line platform.

Your Money Line was established 2018, touting a mission to create financial stability and confidence for all.

Founded when Peter Dunn (aka Pete the Planner®) realized that 1:1s worked to guide financial futures, but wanted to find a way to reach more people than he could individually. After a decade of work to perfect the financial guide process and gather a team of financial pros, Your Money Line helps real people with complex financial hurdles at scale. We are the empathetic and experienced experts to help you navigate your way. We recognize that no two financial journeys are the same, and design customized paths based on your unique life experiences. That's why Your Money Line's core values are integral to everything we do: Lead with empathy, take care of yourself, support the team, embrace growth.

Peter Dunn A.K.A. Pete The Planner is an award-winning financial expert. He's a USA TODAY columnist, the author of ten books, and the CEO and Founder of Your Money Line. Pete is also the host of a popular radio show and podcast The Pete the Planner Show, and appears regularly on TV and nationally syndicated radio programs. Pete is regularly considered one of the foremost experts on financial wellness, making him the perfect partner for Gallagher.

The idea behind Your Money Line came to light in 2005 when Peter Dunn (aka Pete the Planner®) was an investment advisor. On the surface, Pete's new clients were doing well financially. They earned \$300,000 a year and were well-respected in the community, yet under the surface, they were struggling. In his meeting with them, he realized they were a financial disaster, and he would have to help them get out of the hole they were in before helping them with their investments. At this moment, Pete dedicated his career to helping people with financial problems and struggling to get ahead.

As the benefits industry continues to grow, we plan to stay at the forefront of employee financial wellness by continuously investing in our employees, customers, and product.

		<p>HRA:</p> <p>Nearly forty years ago, a retired educator in Washington State recognized that something needed to be done to help school employees better prepare themselves to the growing cost of retiree healthcare. That's when VEBA Service Group (acquired by Gallagher in 2012) helped create and administer what we believe to be the nation's first funded HRA. We now serve some 1,300 employers with nearly 250,000 active and retired participants.</p>
11	<p>What are your company's expectations in the event of an award?</p>	<p>EMPLOYEE LOANS:</p> <p>We understand annual sales volumes are not guaranteed. While an award may aid in our marketing efforts, we and our subcontractors expect to promote and market any contract award according to our own marketing plan using our own sales force. Our sales force will be the primary source of communication with Participating Entities. We expect Sourcewell will facilitate efficient execution of an awarded contract and that the administrative fee will be reasonable for all parties.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <ul style="list-style-type: none"> • Partner with Sourcewell to co-brand marketing to their client base. • Build brand awareness. • Have access to member contact information. • Ideally touching about 5-10% of Sourcewell clients. <p>HRA:</p> <p>We understand annual sales volumes are not guaranteed. While an award may aid in our marketing efforts, we expect to promote and market any contract award according to our own marketing plan using our own sales force. Our sales force will be the primary source of communication with Participating Entities. We expect Sourcewell will facilitate efficient execution of an awarded contract and that the administrative fee will be reasonable for all parties.</p>
12	<p>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>	<p>An audited financial statement for Arthur J. Gallagher & Co. is available in our SEC Form 10-K filing for the most up-to-date time period. You can access this filing at investor.ajg.com.</p>
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>EMPLOYEE LOANS:</p> <p>Our team manages voluntary programs for over 12,000 employers nationally. We do not track U.S. market share.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Gallagher Money Coaching & Your Money Line: 200 clients, all based in the United States</p> <p>HRA:</p> <p>Collectively, the Gallagher HealthInvest HRA product and our client HRA programs serve more than 1,300 governmental and education employers with nearly 250,000 participants. Combined HRA assets total about \$2 billion. We do not track U.S. market share.</p>
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>EMPLOYEE LOANS:</p> <p>Our loan program is not offered in Canada.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Your Money Line has the ability to serve Canadian employees when it comes to most financial wellbeing topics and is doing this today. It is important to note that our coaches will not have the same expertise on the Canadian retirement system that they do with say Social Security in the US. As you know, most of our questions are about the day to day things (unrelated to retirement) anyway.</p> <p>HRA:</p> <p>Our HRA solution is not offered in Canada.</p>

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>EMPLOYEE LOANS: No, Gallagher has not filed for bankruptcy.</p> <p>STUDENT LOANS; MONEY COACHING: No, Your Money Line has not filed for bankruptcy.</p> <p>HRA: No, Gallagher has not filed for bankruptcy.</p>	*
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>EMPLOYEE LOANS: Service Provider.</p> <p>STUDENT LOANS; MONEY COACHING: Your Money Line is a service provider working alongside Gallagher to deliver Gallagher Money Coaching.</p> <p>HRA: Gallagher's role in offering our Gallagher HealthInvest HRA solution is best described as a service provider.</p> <p>a) n/a</p> <p>b)</p> <p>EMPLOYEE LOANS: Our loan and voluntary benefit programs are marketed directly through our own internal salesforce and are also serviced by our own internal Gallagher employees. There are vendors we partner with in supplying the loans, and they will provide their own servicing staff to support clients through Gallagher.</p> <p>STUDENT LOANS; MONEY COACHING: All Your Money Line employees are their own employees. No third parties involved.</p> <p>HRA: Our Gallagher HealthInvest HRA is marketed and serviced by our own employees.</p>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Gallagher Benefit Services, Inc. holds business entity insurance licenses in all 50 states and the District of Columbia and serves the employee benefits needs of our clients.</p> <p>EMPLOYEE LOANS: Gallagher maintains all licenses required to do business and perform services that require specific governmental licensing or registration. Gallagher and its service team have determined that there is no specific licensing or registration required to perform the services proposed for the Sourcewell RFP offering. However, Gallagher agrees that, for the term of the contract, Gallagher and its subcontractors will obtain and maintain any and all licenses determined to be required to perform the proposed HealthInvest HRA services.</p> <p>HRA: Gallagher maintains all licenses required to do business and perform services that require specific governmental licensing or registration. Gallagher and its service team have determined that there is no specific licensing or registration required to perform the services proposed for the Sourcewell RFP offering. However, Gallagher agrees that, for the term of the contract, Gallagher and its subcontractors will obtain and maintain any and all licenses determined to be required to perform the proposed HealthInvest HRA services.</p>	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	<p>Gallagher has not experienced suspension or debarment during the past ten years.</p> <p>STUDENT LOANS; MONEY COACHING: Your Money Line has not experienced suspension or debarment during the past ten years.</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>Gallagher has received several awards and recognition for our transparency, business practices, and unique culture over the years. The year 2022 was no different, and we at Gallagher can proudly say we earned more recognitions for our work culture and our ethics.</p> <ul style="list-style-type: none"> • For the eleventh year in a row, we were recognized by the Ethisphere Institute as one of the World's Most Ethical Companies. • Our commitment to equality was recognized on two separate occasions: We scored 100% on the Corporate Equality Index for the third year in a row, recognizing us as one of the "Best Places to Work for LGBTQ Equality." And we were named as one of "Forbes Best Employers for Diversity," a distinction that is awarded to only 500 employers. To make the list, companies have to have the most recommendations from their employees, diverse boards and executives, and proactive diversity and inclusion programs. • We earned a gold certification, the highest tier available, from the "Best in Enterprise Resilience™ Certification." To achieve this distinction, a company must first be nominated, then it undergoes a rigorous evaluation of its processes to ensure continuity and resilience during times of crises. <p>Additional information on our recognition and awards over the years can be found at ajg.com/us/about-us/recognition-awards/.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Your Money Line has most recently been awarded the 2023 Indiana best places to work and a 5.0 star Glassdoor rating.</p> <p>HRA:</p> <p>The Gallagher Spokane Office has been honored as an Inland Northwest Best Places to Work for the past seven years running (2016-2022).</p>
20	What percentage of your sales are to the governmental sector in the past three years	<p>EMPLOYEE LOANS:</p> <p>About 6% of our sales are to governmental agencies.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Your Money Line has maintained a client base of about 10% governmental organizations in the past three years.</p> <p>HRA:</p> <p>About 72% (\$610 million) of our total HRA sales has been to the governmental sector in the past three years (Gallagher HealthInvest HRA and client plans combined).</p>
21	What percentage of your sales are to the education sector in the past three years	<p>EMPLOYEE LOANS:</p> <p>About 4% of our clients are in education sector.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Your Money Line has maintained a client base of about 25% education organizations in the past three years.</p> <p>HRA:</p> <p>About 28% (\$240 million) of our total HRA sales has been to the education sector in the past three years (Gallagher HealthInvest HRA and client plans combined).</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?	EMPLOYEE LOANS: n/a STUDENT LOANS; MONEY COACHING: n/a HRA: n/a	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	EMPLOYEE LOANS: n/a STUDENT LOANS; MONEY COACHING: n/a HRA: n/a	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
EMPLOYEE LOANS: County of Arapahoe	Dusty Sash	dsash2@arapahoegov.com	*
STUDENT LOANS; MONEY COACHING: 1.Arapahoe County 2.Kipp Indy Charter Schools 3.MSD Wayne Township	1.Rachel Beck 2.Crystal Woolridge 3.Barry Gardner	1.(303) 928-9422 2.(317) 547-5477 3.barry.gardner@wayne.k12.in.us	*
HRA: 1.HRA VEBA Trust 2.VEBA Trust 3.San Diego City Employees' Retiree Medical Trust	1.Doug Detling, Chair 2.Amy Fleming, Vice Chair 3.Deb Bevier	1.(541) 324-2488 2.(206) 252-0274 3.(760)450-4279	*

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 *
Commonwealth of Pennsylvania	Government	Pennsylvania - PA	EMPLOYEE LOANS: Voluntary benefit management	< \$1K to > \$1M	\$23M average across top five governmental customers, including this one
n/a	Education	Illinois - IL	STUDENT LOANS; MONEY COACHING: Your Money Line Program	\$53,010	\$159,030
HRA VEBA Trust	Government	Washington - WA	HRA: Sales; plan consulting and compliance; onsite service; customer care center; service provider monitoring and coordination	< \$1K to > \$1M	\$383M in HRA contributions
VEBA Trust	Education	Washington - WA	HRA: Sales; Plan consulting and compliance; onsite service; customer care center; service provider monitoring and coordination	< \$1K to > \$1M	\$272M in HRA contributions
San Diego City Employees' Retiree Medical Trust	Government	California - CA	HRA: Plan consulting and compliance; customer care center; trust and plan administration	< \$1M to > \$3M	\$64M in HRA contributions

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>EMPLOYEE LOANS:</p> <p>Gallagher's U.S. sales force is comprised of thousands of our own employees from more than 200 offices in thirty-nine states.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>The majority of Your Money Line's salesforce is located in Indianapolis, Indiana. Gallagher's Financial & Retirement Services division also offers sales-focused employees to deploy Gallagher Money Coaching.</p> <p>HRA:</p> <p>Gallagher's U.S. sales force is comprised of thousands of our own employees from more than 200 offices in thirty-nine states. More specifically, our funded HRA team in Spokane, WA supports our national sales force and is ready to take on new business. Members of this group have been selling and servicing medical reimbursement plan business since 1984—long before these programs were officially defined as HRAs by the IRS in 2002.</p>

27	Dealer network or other distribution methods.	<p>EMPLOYEE LOANS: n/a</p> <p>STUDENT LOANS; MONEY COACHING: n/a</p> <p>HRA: n/a</p>	*
28	Service force.	<p>EMPLOYEE LOANS:</p> <p>Gallagher views customer care as an opportunity rather than a requirement or a cost center. It is an opportunity to turn a potential unhappy user into an advocate through effective and thorough customer care. Gallagher will provide a dedicated account manager to manage the global relationship with Sourcewell as well as assign a dedicated account manager for each entity that joins.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Your Money Line's service force is located in Indianapolis, Indiana.</p> <p>HRA:</p> <p>Providing top-shelf service before, during, and after the sale is always a leading priority for us. Local, onsite servicing is generally provided by our national sales team with specialized support from our funded HRA team in Spokane, WA. Additionally, our Spokane team delivers consulting, compliance, communication, and customer care (call center) services. This dedicated group of 18 professionals is readily available on a daily basis to serve participants, plan sponsors, employers, union leaders, etc.</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>EMPLOYEE LOANS:</p> <p>When an employer agrees to offer a loan program, Gallagher will coordinate the implementation of the program with the loan provider. During implementation Gallagher will act as the quarterback to ensure implementation stays on track and timelines are met.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>All Gallagher Money Coaching orders will be sold and processed directly through Your Money Line.</p> <p>HRA:</p> <p>We will help employers execute turn-key documents, as applicable, and provide simple plan adoption, enrollment, and ongoing administration instructions. In addition, our teams will support employers and employee groups throughout the planning and implementation phases and will be available ongoing as needed.</p> <p>Please refer to our Sample Plan Adoption Packet (GHI10), which is included as an attachment to this proposal (Standard Transaction Document Samples.zip).</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>EMPLOYEE LOANS:</p> <p>Once implemented, our vendor partners will provide the following:</p> <ol style="list-style-type: none"> 1. Support to employees on an ongoing basis through email and with a live phone support team. We can also offer a dedicated toll-free phone number, which will give employees access to our highly skilled customer service representatives. The call center representatives are prepared to respond to support inquiries regarding the featured programs, deduction information, web site navigation, technical issues, and more. The call center is open 24/7. 2. Tech Support available 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday. The Tech Support team provides support on any system issue in addition to billing issues, file issues, discrepancies, errors, and more. <p>STUDENT LOANS; MONEY COACHING:</p> <p>The unique demographics of each organization we serve allows Your Money Line to partner with you to create specific curriculum based on known areas of need. Additionally, we leverage each organization's internal communications tools to notify employees of our services. Our Marketing and Client Success teams work with your team to chart a custom strategy for optimal results.</p> <p>Your organization will have on-demand access to engagement reports and will receive regular updates on popular topics, keywords, and questions that are sent into the helpline.</p> <p>Incentive programs certainly help drive engagement, and your client success team can coordinate with your Total Rewards program, and/or suggest ways to incentivize your workforce to get the financial help they need.</p> <p>Our team regularly recommend specific campaigns, curriculum changes, and other custom programming based on the popular demands of your workforce throughout the contract period.</p> <p>The success of your financial wellbeing program should be measured against your organization's specific goals and expectations in offering these resources. That being said, we know most companies want happy, healthy, dedicated employees just like they want an increase in annual revenues. Gallagher's Money Coaching is built to strengthen employee financial stability to support your organizational goals..</p> <p>Performance Guarantees:</p> <ul style="list-style-type: none"> • All Your Money Line® phone calls will be returned within one business day, if not immediately answered. • All Your Money Line® email questions will be answered within one business day. • Your Money Line® guarantees a three-week follow-up correspondence from the Financial Concierge after the final interaction. • All calls and emails directed toward your Client Success Manager will be returned within one business day. • Your Money Line® will never solicit business from your employees. <p>HRA:</p> <p>Unlike many other HRA plan providers, we employ a dedicated customer care team that specializes in nothing but HRA-related service. This team prides itself in exceeding client expectations and has likely already encountered and knows exactly how to quickly resolve any issue or question that arises.</p> <ul style="list-style-type: none"> • Live representatives consistently answer 95% of all calls within 30 seconds. • The team boasts an unheard of average first-call resolution rate of nearly 100%. • Nearly every email receives a personalized response within one business day. • The team has earned BenchmarkPortal's Certified Center of Excellence award six years in a row. • In a 2022 survey, 93% of participants and 100% of employers rated their overall customer care experience as "Excellent" or "Very Good." • Additionally, 84% of participants and 100% of employers rated our customer care center as "Far Better" or "Better" than other services centers with which they interact.
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31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>EMPLOYEE LOANS:</p> <p>With more than two hundred offices in thirty-nine states and Washington D.C., we are able and willing to provide our loan products and services to Sourcewell participating entities throughout the country.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Your Money Line is willing and able to accommodate Sourcewell participating entities of all sizes and locations within the United States.</p> <p>HRA:</p> <p>With more than two hundred offices in thirty-nine states and Washington D.C., we are able and willing to provide our HRA product and services to Sourcewell participating entities throughout the country. In addition, our funded HRA team in Spokane, WA serves nearly 250,000 HRA participants. As our HRA business grows, we hire additional personnel as needed to maintain our service level commitments.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>EMPLOYEE LOANS:</p> <p>We do not operate in Canada.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Your Money Line is willing and able to accommodate Sourcewell participating entities in Canada, but this is not our primary expertise. We can help Canadian employees with most topics. It is important to note that our coaches will not have the same expertise on all Canadian financial topics in comparison to those in the US. For example, the Canadian retirement system is materially unique. As you know, most of our questions are about the day-to-day financial management, so we do not anticipate this being a major issue. If a situation requiring specific Canadian-system financial guidance is required we will do our best to accommodate and or include additional organization education.</p> <p>HRA:</p> <p>Our HRA program is not available in Canada.</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>EMPLOYEE LOANS:</p> <p>We can offer our services in all 50 states. We do not operate in Canada.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>None.</p> <p>HRA:</p> <p>Generally, we can serve all 50 states; however, program availability in Washington, Oregon, and Idaho may be limited due to existing non-compete agreements with our client plans. Our HRA program is not available in Canada.</p>
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>EMPLOYEE LOANS:</p> <p>We can support all government, education, and certain not-for-profit entity sectors.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>No.</p> <p>HRA:</p> <p>We can fully serve all government, education, and certain not-for-profit entity sectors.</p>
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>EMPLOYEE LOANS:</p> <p>No limitations.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>None.</p> <p>HRA:</p> <p>We can serve Sourcewell Participating Entities in Hawaii and Alaska but not the U.S. Territories.</p>

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>EMPLOYEE LOANS:</p> <p>A large part of our marketing strategy includes leveraging printed and electronic collateral, including short educational videos. A Sourcewell contract will help us foster new conversations and draw more attention to our expertise in the employee loan space and help us introduce ourselves to Sourcewell Participating Entities with whom we may not already have relationships.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>The unique demographics of each organization we serve allows us to partner with you to create specific curriculum based on known areas of need. Additionally, we leverage each organization's internal communications tools to notify employees of our services. Our Marketing and Client Success teams work with your team to chart a custom strategy for optimal results.</p> <p>Your organization will have on-demand access to engagement reports and will receive regular updates on popular topics, keywords, and questions that are sent into the helpline.</p> <p>Incentive programs certainly help drive engagement, and your client success team can coordinate with your Total Rewards program, and/or suggest ways to incentivize your workforce to get the financial help they need.</p> <p>Our team regularly recommend specific campaigns, curriculum changes, and other custom programming based on the popular demands of your workforce throughout the contract period. Gallagher offers additional webinars and campaign access to all Gallagher Money Coaching clients.</p> <p>The success of your financial wellbeing program should be measured against your organization's specific goals and expectations in offering these resources. That being said, we know most companies want happy, healthy, dedicated employees just like they want an increase in annual revenues. Gallagher Money Coaching is built to strengthen employee financial stability to support your organizational goals.</p> <p>HRA:</p> <p>A large part of our marketing strategy includes leveraging printed and electronic collateral, including short educational videos. A Sourcewell contract will help us foster new conversations and draw more attention to our expertise in the HRA space and help us introduce ourselves to Sourcewell Participating Entities with whom we may not already have relationships.</p> <p>To experience our video library, go to healthinvesthra.com/home/videos/. Please also refer to HRA Basics (GHI1), Plan Benefits Brochure (GHI2), Choosing Your Investment Allocation (GHI3), Investment Fund Overview (GHI4), Executive HRA Benefits (GHI5), Groups and Funding Methods (GHI6), Medical Care Expenses (GHI7), How to File a Claim (GHI8), and Benefits Card FAQ (GHI9), which are included as attachments to this proposal (Additional Documents.zip).</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>EMPLOYEE LOANS:</p> <p>We deploy a number of sales and marketing options to employees, which includes direct-mail, email campaigns, and custom digital communications.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Your Money Line is built to be as flexible to appeal to all participants' preferences. The best way to experience these tools is by exploring our web presence here:</p> <ul style="list-style-type: none"> • LinkedIn: linkedin.com/company/yourmoneyline • Twitter: twitter.com/YourMoneyLine <p>HRA:</p> <p>With respect to HRA sales and marketing, we have not yet used social media, and we have not seen social media being used as an effective marketing tool. However, we are open to re-exploring such opportunities and will be doing so in 2023.</p>

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>EMPLOYEE LOANS:</p> <p>Our hope would be for Sourcewell to promote any contract(s) in a mutually-agreed-upon manner, which may include some or all of the following as well as other channels that may be available:</p> <ul style="list-style-type: none"> • List Gallagher on Sourcewell's website as a contracting entity; • Provide access to a regularly-updated member list/directory of Participating Entity decision makers; • Promote on social media our new relationship and how Participating Entities may engage our services; • Email notification to Participating Entities of the awarded contract(s); • Promote contract in Sourcewell member publications, as appropriate; • Invite Gallagher to Sourcewell sponsored events for Participating Entities, if any; and • Be available for questions from our team, as reasonable. <p>STUDENT LOANS; MONEY COACHING:</p> <p>Sourcewell is best-suited to promote public service loan forgiveness conversations with its participating employers. K-12 and municipalities across the nation are struggling to provide timely, individual guidance to employees hoping to maximize the governmental loan forgiveness programs. Your Money Line can provide this specific guidance as well as teach employees how to integrate education debt and expenses to their broader financial strategy on an ongoing basis.</p> <p>HRA:</p> <p>Our hope would be for Sourcewell to promote any contract(s) in a mutually-agreed-upon manner, which may include some or all of the following as well as other channels that may be available:</p> <ul style="list-style-type: none"> • List Gallagher on Sourcewell's website as a contracting entity; • Provide access to a regularly-updated member list/directory of Participating Entity decision makers; • Promote on social media our new relationship and how Participating Entities may engage our services; • Email notification to Participating Entities of the awarded contract(s); • Promote contract in Sourcewell member publications, as appropriate; • Invite Gallagher to Sourcewell sponsored events for Participating Entities, if any; and • Be available for questions from our team, as reasonable.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>EMPLOYEE LOANS:</p> <p>No, our loan program is not available through an e-procurement ordering process.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Your Money Line solutions are not accessed this way.</p> <p>HRA:</p> <p>No, our HRA product is not available through an e-procurement ordering process.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>EMPLOYEE LOANS:</p> <p>We provide educational webinars and presentations for new and prospective employee groups. These resources outline key program features and helpful tips on how to go about utilizing the plan. We also provide training and support to employers throughout the education, adoption, implementation, and ongoing administration phases.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>None.</p> <p>HRA:</p> <p>We provide educational webinars and presentations for new and prospective employee groups. These resources outline key program features and helpful tips on how to go about utilizing the plan. We also provide training and support to employers throughout the education, adoption, implementation, and ongoing administration phases.</p>

41	Describe any technological advances that your proposed products or services offer.	<p>EMPLOYEE LOANS:</p> <p>Employees can apply for their loan directly through our Corestream partnership platform. Once the loan is secured, the employee can manage that directly with the lending entity.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>A new version of Your Money Line's dashboard is being launched summer 2023. It will include further options for personalization for each employee (i.e. account aggregation) and deeper reporting insights for employers.</p> <p>HRA:</p> <p>Participants can fully manage their HRAs using our mobile app, HRAgo®. This includes snapping pics of supporting documentation and submitting claims. In addition, if an employer's FSA program is administered on our OneBridge system, we can "stack" participants' HRAs and FSAs on the same debit card for ease of use and ordering rule compliance.</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>For over 90 years, Gallagher has led with a commitment to sustainability and supporting the communities where we live and work. Our third sustainability report and related documents provide in-depth information about our ongoing sustainability efforts. We are committed to operating in a sustainable manner to safeguard the future. With our people at our core, they are the driving force that impacts our clients, partners, and communities.</p> <p>Our 2021-22 Sustainability Report can be found here: investor.ajg.com/esg/default.aspx.</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>EMPLOYEE LOANS:</p> <p>n/a</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>None.</p> <p>HRA:</p> <p>n/a</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>While Gallagher does not qualify for any of these qualifications, in 2018, we launched Gallagher Connect Partners, an innovative strategic alliance platform for our small business and minority and women-owned enterprise business partners. It is a national network of 65+ diverse-owned businesses that we partner with to solve our clients' risk management, insurance, and supplier diversity needs.</p> <p>We understand that assisting our clients with their supplier diversity goals and initiatives promotes innovation, drives competition to reduce costs, and provides a broader scope of products and services for our clients. We pride ourselves in having the best talent, and we understand the importance of having sales teams that are representative of the clients and communities that we serve – this is Gallagher's commitment.</p> <p>While we have always valued our relationships with our small business and diverse partners, Gallagher Connect Partners ensures that all of our partnerships with these firms are inclusive, meaningful and mutually beneficial. We believe we have set the gold standard in the insurance industry for these diverse partnerships, and our focus is to help these businesses grow and develop by increasing their business opportunities. We do this by proactively partnering with them even when it's not required in the RFP, sharing our intellectual capital, providing training and development opportunities and involving them in all aspects of servicing our clients. It is vital that we not only assist our clients with improving their insurance program in a cost-effective manner, but that we are also aligning our goals with all of their organizational objectives. We understand that supporting the growth of minority, women and small businesses is a focal point for a significant number of them, just as it is for Gallagher.</p>	*

<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>EMPLOYEE LOANS:</p> <p>Gallagher's value proposition includes:</p> <ul style="list-style-type: none"> • Reduced administration; • Reduced research time for vendors, products, and services; • Avoiding dealing with solicitors; • Easily creating multiple communication channels to employees; and • Gaining a high-tech solution without time from you or your IT department. <p>STUDENT LOANS; MONEY COACHING:</p> <p>At Gallagher, we strive to deliver comprehensive solutions that cater to each individual employee. Through our partnership with Your Money Line®, we are able to bring you Gallagher Money Coaching, a full spectrum financial problem solving solution. Gallagher's financial wellbeing offering is enhanced to make individual guidance accessible to all with the addition of Peter Dunn, CEO of Your Money Line, a.k.a. Pete the Planner®. Pete is regularly considered one of the foremost authorities on financial wellness and the approachable, non-judgmental, and empathetic coaching that Pete's team provides make them a phenomenal partner.</p> <p>Our philosophies align and our approach to financial wellbeing is simple: help you meet your employees where they are to provide the right resources at the right time. It's not a one-time event, but rather a regular practice in strengthening your employees' financial resiliency and your organization's culture of wellbeing.</p> <p>When organizations provide an employee value proposition and total rewards package that seeks to make an individual's physical and emotional, career, and financial wellbeing better, workplaces can thrive. By investing in employee financial wellbeing, you are making an investment in a productive, resilient workforce that allows both the employee and the organization to grow stronger.</p> <p>Gallagher Money Coaching embraces an individual's needs within each of these elements using targeted education programs and a financial helpline. Whether an employee needs help with social security decisions, college funding, a budget, or even selecting a medical plan for their budget, Gallagher Money Coaching can help.</p> <p>Gallagher Money Coaching's unique approach to assisting employees manage loan forgiveness is a major driver of our most successful programs. The marketing flyer, Public Service Loan Forgiveness Tool (GMC1) which is included as an attachment to this proposal (Additional Documents.zip), best depicts the program and relevance to the workforces within Sourcewell.</p> <p>HRA:</p> <p>Here are three unique attributes that set us apart and will make us a smart choice for Sourcewell Participating Entities.</p> <p>3. Our HRA experience and longevity in the marketplace is second to none. Nearly forty years ago, the Washington Association of School Administrators, Association of Washington School Principals, and Washington Association of School Business Officials recognized a need to help better prepare their members to afford the growing cost of retiree health care. In 1984, these associations hired VEBA Service Group (acquired by Gallagher in 2012) to help them create and administer what we believe to be the nation's first funded HRA. They continue to retain our services, and today their program provides HRA benefits to more than 100,000 active and retired K-12, higher education institution, and state agency employees.</p> <p>4. Our Gallagher HealthInvest HRA product is administered and serviced using a single, fully-integrated platform. This platform has been designed to our specifications especially for funded HRA plan administration. Recordkeeping, administration, customer care, and investments are all managed and controlled in real time on the same system. This proprietary system is not cobbled together from multiple sources and subject to unreliable outcomes, as we've seen with certain other HRA providers. Participants, employers, customer care representatives, and claims processors can access accurate, reliable information 24/7.</p> <p>5. Our customer care team is dedicated solely to providing HRA-related service. In other words, our HRA solution is not a "back burner" product like it often is for other providers.</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 *
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46	Describe any performance standards or guarantees that apply to your services	<p>EMPLOYEE LOANS:</p> <p>Performance Guarantees:</p> <ul style="list-style-type: none"> • Corestream will provide 24/7 call center for employee support • All email questions to Gallagher will be answered within one business day • All loan vendors are expected to respond within one business day to inquires <p>STUDENT LOANS; MONEY COACHING:</p> <p>Your Money Line Performance Guarantees:</p> <ul style="list-style-type: none"> • All Your Money Line® phone calls will be returned within one business day, if not immediately answered. • All Your Money Line® email questions will be answered within one business day. • Your Money Line® guarantees a three-week follow-up correspondence from the Financial Concierge after the final interaction. • All calls and emails directed toward your Client Success Manager will be returned within one business day. • Your Money Line® will never solicit business from your employees. <p>HRA:</p> <p>The monthly performance metric goals listed below apply to our HRA system software, recordkeeping, claims, and administration partner, OneBridge Benefits.</p> <p>Recordkeeping and System Software</p> <ol style="list-style-type: none"> 1. Phone and Internet Connectivity—five hours of less downtime during business hours 2. Administration System and Portals Downtime and Recovery—99% uptime; remedy downtime within eight business hours 3. New Employer Set-up—All by end of third business day 4. Deposit Entry—All by end of following business day 5. Trade Instructions—All prior to close of market each market business day 6. Fixing Recordkeeping—material errors by end of second business day 7. Financial Statement Delivery—Within 10 business days after end of reporting period 8. Investment Fund Swaps—All upon date requested 9. Delivery of Daily Print and Mail Fulfillments—Print an mail 99% of daily fulfillment within three business days 10. Participant Statement Delivery—Mailed to participants within 15 days following end of reporting period or after receipt of all necessary documents 11. Loading Time for Print and Mail Fulfillment—99% of communication files into the system before end of business day 12. Loading Time for Scan Vendor Files—99% within eight hours of receipt 13. Delivery of Positive Pay and HACHA Files—all by 3:00 p.m. Eastern Time <p>Claims and Administration</p> <ol style="list-style-type: none"> 1. Phone and Internet Connectivity—Four hours or less downtime during business hours 2. Enrollment Form Processing—90% before beginning of second business day 3. Contribution Posting—90% before beginning of second business day 4. Claims Processing—90% before beginning of fourth business day 5. Debit Card Substantiation Processing—90% before beginning of fourth business day 6. Account Update Change Processing—95% before beginning of second business day 7. Claims Accuracy Rates—98% financial; 95% procedural/technical 8. All Other Data Accuracy Rate—95% (measured quarterly) <p>In addition, we periodically survey participants and employers to measure satisfaction levels and seek feedback on ways we may enhance our service delivery. Below is a high-level summary of overall satisfaction ratings based on a 2022 survey set.</p> <ol style="list-style-type: none"> 1. Customer Care (telephones)—93% Excellent or Very Good 2. Claims Processing—91% Excellent or Very Good 3. Debit Card—89% Extremely Satisfied or Very Satisfied 4. Mobile App—95% Excellent or Very Good 5. Online Participant Portal—91% Excellent or Very Good 6. Online Employer Portal—100% Excellent or Very Good 7. Gallagher Service—99% Excellent or Very Good
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47	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>EMPLOYEE LOANS:</p> <p>Performance Guarantees:</p> <ul style="list-style-type: none"> • Corestream will provide 24/7 call center for employee support • All email questions to Gallagher will be answered within one business day • All loan vendors are expected to respond within one business day to inquires <p>STUDENT LOANS; MONEY COACHING:</p> <p>Your Money Line Performance Guarantees:</p> <ul style="list-style-type: none"> • All Your Money Line® phone calls will be returned within one business day, if not immediately answered. • All Your Money Line® email questions will be answered within one business day. • Your Money Line® guarantees a three-week follow-up correspondence from the Financial Concierge after the final interaction. • All calls and emails directed toward your Client Success Manager will be returned within one business day. • Your Money Line® will never solicit business from your employees. <p>HRA:</p> <p>We hold our HRA Customer Care Center to the monthly service metric goals listed below.</p> <ol style="list-style-type: none"> 1. Phone and Internet Connectivity—five hours or less downtime during business hours 2. Grade of Service—answer 80% of all calls within 30 second or less 3. Average Speed of Answer (ASA)—30 seconds or less 4. Call Abandonment Rate—less than or equal to 5% 5. Email Response Time—98% by end of following business day 6. First-call Resolution—90% participants; 85% employers
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
48	Describe your payment terms and accepted payment methods.	<p>EMPLOYEE LOANS:</p> <p>Loan fees are paid directly by the employee that applies for them. There is no hard cost to Sourcewell or the participating employers.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Net 30. Accepted payment methods are ACH and check. Customers may request to pay via credit card, but a 2.9% credit card processing fee will be added to the invoice total.</p> <p>HRA:</p> <p>HRA administration fees are either deducted from participant accounts, prorated and deducted from daily investment earnings or losses, paid by the employer, or some combination of two or more of these methods. Fees paid by employers are invoiced and due within 30 days. Accepted payment methods are ACH, wire transfer, or check.</p> <p>Employers may remit HRA contributions electronically or by paper check. Automatic debit of the employer's specified bank account is available and recommended.</p>

49	Describe any leasing or financing options available for use by educational or governmental entities.	<p>EMPLOYEE LOANS:</p> <p>Employees will be able to access loans of up to \$20,000 to help with unforeseen expenses. The rates of the loan will vary based on the employee's individual credit worthiness.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>n/a</p> <p>HRA:</p> <p>n/a</p>
50	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>EMPLOYEE LOANS:</p> <p>Please refer to the Sample Corestream Client Agreement (COR1), which is included as an attachment to this proposal (Standard Transaction Document Samples.zip).</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Your Money Line offers a Standard SaaS agreement, a Business Order, and an Invoice in order to cement an organizational relationship.</p> <p>HRA:</p> <p>We will provide a turn-key Employer Adoption Agreement to employers as part of our standard plan adoption and implementation process. Please refer to the Sample Plan Adoption Packet (GHI10), which is included as an attachment to this proposal (Standard Transaction Document Samples.zip).</p>
51	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>EMPLOYEE LOANS:</p> <p>n/a</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Your Money Line does accept the P card payment process, but there are additional costs to Sourcewell in the amount of 2.9% of the invoice total. If this is the preferred payment route of customer, provider would need to turn on this payment option at customer's request.</p> <p>HRA:</p> <p>n/a</p>

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
52	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>EMPLOYEE LOANS:</p> <p>Pricing on the loans is predicated by the employee's credit worthiness.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Please refer to our Pricing Model (GMC6), which is included as an attachment to this proposal (Pricing.zip).</p> <p>HRA:</p> <p>Please refer to our Pricing Model (GHI11), which is included as an attachment to this proposal (Pricing.zip).</p>

53	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>EMPLOYEE LOANS:</p> <p>Pricing on the loans is predicated by the employee's credit worthiness.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Our discount percentage ranges from 56% to 80%. Please refer to our Pricing Model (GMC6), which is included as an attachment to this proposal (Pricing.zip).</p> <p>HRA:</p> <p>Our percentage discount ranges from 15% to 17%. Please refer to our Pricing Model (GHI11), which is included as an attachment to this proposal (Pricing.zip).</p>	*
54	Describe any quantity or volume discounts or rebate programs that you offer.	<p>EMPLOYEE LOANS:</p> <p>n/a</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Our discount percentage ranges from 56% to 80%. Please refer to our Pricing Model (GMC6), which is included as an attachment to this proposal (Pricing.zip).</p> <p>HRA:</p> <p>Our percentage discount ranges from 15% to 17%. Please refer to our Pricing Model (GHI11), which is included as an attachment to this proposal (Pricing.zip).</p>	*
55	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>EMPLOYEE LOANS:</p> <p>n/a</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Your Money Line will supply a quote for each individual organization based on the number of eligible employees. Applicable discounts will be provided based on the included pricing grid. Please refer to our Sample Proposal (GMC2), which is included as an attachment to this proposal (Additional Documents.zip).</p> <p>HRA:</p> <p>n/a</p>	*
56	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>EMPLOYEE LOANS:</p> <p>n/a</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>None.</p> <p>HRA:</p> <p>n/a</p>	*
57	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>EMPLOYEE LOANS:</p> <p>n/a</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>None.</p> <p>HRA:</p> <p>n/a</p>	*

58	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>EMPLOYEE LOANS: None.</p> <p>STUDENT LOANS; MONEY COACHING: None.</p> <p>HRA: None.</p>	*
59	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>EMPLOYEE LOANS: None.</p> <p>STUDENT LOANS; MONEY COACHING: None.</p> <p>HRA: None.</p>	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
60	d. other than what the Proposer typically offers (please describe).	<p>Stock response "d. other than what Proposer typically offers" applies to STUDENT LOANS; MONEY COACHING and HRA. Please see below for additional comments.</p> <p>EMPLOYEE LOANS: No cost to Sourcewell to offer the program to participating entities. All fees are paid by the employees who apply for the loans.</p> <p>STUDENT LOANS; MONEY COACHING: Please refer to our Pricing Model (GMC6), which is included as an attachment to this proposal (Pricing.zip).</p> <p>HRA: Please refer to our Pricing Model (GHI11), which is included as an attachment to this proposal (Pricing.zip).</p>

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
61	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>EMPLOYEE LOANS:</p> <p>Contract deliverables, including proper pricing, will be tracked by our Gallgher team. Custom reporting from our Corestream partnership system can be sent to Sourcewell for quarterly sales reporting and proper fee remittance. Additionally, annually or upon request from Sourcewell, Gallagher will provide a list of Participating Entities that are the result of any contract award arising from this RFP.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>We have many partners who we have partnership agreements with that either have set pricing or referral agreements in place. We utilize Salesforce to manage our customers and their associated referral partners and send quarterly reports to our partners outlining all sale details that are pre-established with the partner.</p> <p>HRA:</p> <p>Contract deliverables, including proper pricing, will be tracked by our HRA team in Spokane, WA. Custom reporting from our HRA system can be developed for quarterly sales reporting and proper fee remittance to Sourcewell. Additionally, annually or upon request from Sourcewell, Gallagher will provide a list of Participating Entities that are the result of any contract award arising from this RFP.</p>
62	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>EMPLOYEE LOANS:</p> <p>We will periodically evaluate our new business growth originating from the awarded contract, including leads generated and our close ratios. We may also use participant and employer satisfaction surveys to ensure we are meeting service delivery expectations.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Gallagher Money Coaching and Your Money Line agree that a successful financial coaching program is dictated by the level of employee engagement. Our team would love to have between 5-10% engagement amongst Sourcewell clients and assess additional joint goals upon implementation with each individual organization.</p> <p>HRA:</p> <p>We will periodically evaluate our new business growth originating from the awarded contract, including leads generated and our close ratios. We may also use participant and employer satisfaction surveys to ensure we are meeting service delivery expectations.</p>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>EMPLOYEE LOANS:</p> <p>We will provide Sourcewell 10% of total revenue from employee loans.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>This will be discussed in further discussion with Sourcewell.</p> <p>HRA:</p> <p>We will provide Sourcewell 5% of total revenue from HRA PPM and Annualized Asset Fees.</p>

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>EMPLOYEE LOANS:</p> <p>Gallagher, in conjunction with Corestream and our network of experienced loan subcontractors, is offering to conduct or provide:</p> <ol style="list-style-type: none"> 1. Sales and marketing activities; 2. Specialized loan consulting, administration, and compliance services; and 3. Participant and employer customer care and communication. <p>STUDENT LOANS; MONEY COACHING:</p> <p>Please refer to our Scope of Services (GMC3), which is included as an attachment to this proposal (Additional Documents.zip).</p> <p>HRA:</p> <p>Gallagher, in conjunction with our network of experienced HRA subcontractors, is offering to conduct or provide:</p> <ol style="list-style-type: none"> 1. Sales and marketing activities; 2. Specialized HRA consulting, administration, compliance, and trust services; 3. Investment management; 4. Custodial services; and 5. Participant and employer customer care and communication.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>EMPLOYEE LOANS:</p> <p>Administrative Services</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Based on titles found at sourcewell-mn.gov, Health & Science > Insurance & Benefits would likely best describe our Gallagher Money Coaching product.</p> <p>HRA:</p> <p>Based on titles found at sourcewell-mn.gov, Health & Science > Insurance & Benefits would likely best describe our Gallagher HealthInvest HRA product.</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 checked="" type="radio"/> Yes <input type="radio"/> No	Labeled throughout as "EMPLOYEE LOANS;" this service will be provided using Kashable, Salary Finance, and FinFit.
67	Student loan debt consolidation, repayment management, and administration services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Labeled throughout as "STUDENT LOANS;" this service will be provided using Gallagher Money Coaching, our financial coaching solution offered in partnership with Advanced Planning Solutions DBA Your Money Line.
68	Health care savings vehicles and account management	<input checked="" type="radio"/> Yes <input type="radio"/> No	Labeled throughout as "HRA" (health reimbursement arrangement), this service will be provided using our Gallagher HealthInvest HRA product.
69	Credit counseling and financial wellness coaching and education services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Labeled throughout as "MONEY COACHING;" this service will be provided using Gallagher Money Coaching, our financial coaching solution offered in partnership with Advanced Planning Solutions DBA Your Money Line.

Table 15: Industry Specific Questions

Line Item	Question	Response *
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>EMPLOYEE LOANS:</p> <p>n/a</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Gallagher Money Coaching Education</p> <p>DASHBOARD</p> <p>One-on-one interactions provide participants with an empathetic listening ear, an expert opinion, and a cohesive plan for taking the next steps. But we know to keep people on track, they need more than just one call or email. Enter the Gallagher Money Coaching Dashboard, powered by Your Money Line®. The Dashboard is a personalized, private account each participant can create and use to fit their own needs. Each Dashboard account is personalized by a brief introductory quiz that establishes where the participant is in their financial life. This information generates an automatic focus for each participant to work toward accomplishing. Each focus is also accompanied by a list of learning activities to support this goal. Additionally, the Dashboard is filled with e-learning materials.</p> <p>TOOLS and RESOURCES</p> <p>Together, Gallagher's Retirement Practice and Your Money Line® offer a robust learning library for your employees. Employees can access:</p> <ul style="list-style-type: none"> • Video Courses • Interactive Quizzes • Calculators • Blogs • Articles • Podcasts • Worksheets <p>LIVE EVENTS</p> <p>Regular live events hosted by Gallagher and Your Money Line® are also included. Some of our most popular learning experiences for organizations are our regular live financial education webinars for individuals and employer think tank experiences. Here, employees and employers are able to observe their approach alongside their peers' and gain insight necessary for their own growth.</p> <p>Coaching</p> <p>HELPLINE EXPERTS</p> <p>Your Money Line® Coaching experts are full-time employees of Your Money Line® and hold designations of either CFP (Certified Financial Planner) or AFC (Accredited Financial Counselor). Your team members can build a relationship with our experts and speak with the same person each time. These experts will provide unbiased, empathetic guidance and answers to their questions.</p> <p>BENEFITS INTEGRATION</p> <p>Coaches will be trained and have access to information regarding all of your other benefits to guide employees through selecting the benefits for their financial situation and how to use their benefits strategically.</p> <p>Coaches can transfer employees to specific benefit vendors when necessary. Some employers choose to integrate this guidance more formally when it comes to items like taking a retirement plan loan, using the Employee Assistance Program, etc.</p> <p>Seeking guidance is an especially personal experience. This is precisely why we provide your employees several options.</p> <ul style="list-style-type: none"> • Phone: Our team of highly-trained experts is available for scheduled or spontaneous calls Monday through Friday from 9:00 am EST to 9:00 pm EST. Spanish speaking experts are available. • Email: Your employees can email their financial questions any time they'd like and receive a detailed response, with the opportunity to schedule a phone conversation, within one business day. • Mobile App: Only accessible through Your Money Line® and works on both iPhone and Android devices, the app provides quick and easy access to the helpline (Click to call, Click to Text, Click to Schedule) and also connects with Your Money

		<p>Line® Dashboard.</p> <ul style="list-style-type: none"> • Live Chat: Instant typed communication is a preferred means of communication for many Americans. Your employees can chat with our team Monday through Friday from 9:00 am EST to 9:00 pm EST. <p>HRA:</p> <p>Our educational resources cover an array of topics, including what an HRA is, how it can help, and how to use it. Certain topic-specific materials dive into areas such as Medicare coordination, FSA and HSA coordination, and the Premium Tax Credit (subsidy).</p> <p>Our formats include printed materials, online videos, and periodic live webinars, along with in-person presentations and virtual meetings using electronic slide decks.</p> <p>To experience our video library, go to healthinvesthra.com/home/videos/. Please also refer to HRA Basics (GHI1), Plan Benefits Brochure (GHI2), Choosing Your Investment Allocation (GHI3), Investment Fund Overview (GHI4), Executive HRA Benefits (GHI5), Groups and Funding Methods (GHI6), Medical Care Expenses (GHI7), How to File a Claim (GHI8), and Benefits Card FAQ (GHI9), which are included as attachments to this proposal (Additional Documents.zip).</p>
71	Describe any ability to integrate with an entity's other employee benefit vendors.	<p>EMPLOYEE LOANS:</p> <p>Our Voluntary Benefits Administration and Billing platform includes a cutting edge single-slot billing solution for Voluntary Benefits administration, eliminating the hassle of dealing with each vendor, payroll slot, deduction, collection, and remittance individually. Their seamless, one-stop system makes it easy to offer your employees access to the programs and services they want without burdening your HR team.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Your Money Line has the ability to integrate with current vendors depending on the organizations providers and goals. The Your Money Line team has worked with numerous wellbeing portals/partners (virgin pulse, navigate, etc.) More importantly, all financial coaches will be trained on each participating organizations benefits offering and will have the ability to help employees maximize the financial benefit of each offering.</p> <p>HRA:</p> <p>We do not currently have prebuilt integrations for an entity's other employee benefit vendor systems. We do, however, provide a number of convenient ways for employers to submit information for ingestion into our system. This includes Excel templates as well as a proprietary pipe delimited file format for use with our automated Secure File Transfer Protocol (SFTP) process through our online Secure Message Center or by directly entering this information within our online employer portal.</p>

72	Describe your approach to employee engagement and participation and how it is measured.	<p>EMPLOYEE LOANS:</p> <p>Our platform measures employee engagement and allows us to tweak our marketing efforts. Our platform measures email open rates, time on site, page views, and enrollment conversion. Based on this data, we can adjust our approach.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Please refer to our Effective Engagement Practices (GMC4) guide, which is included as an attachment to this proposal (Additional Documents.zip).</p> <p>HRA:</p> <p>Our Gallagher HealthInvest HRA product is a group health plan benefit. All employees defined as eligible must participate, according to IRS rules. Union and non-union group participation, including eligibility criteria and source funding, is usually defined in a collective bargaining agreement, memorandum of understanding, employer policy, or some other similar form.</p> <p>An employee group's successful decision to participate is driven in large part by effective education. We use any combination of printed materials, webinars, in-person presentations, virtual meetings, and videos as part of our education and engagement process. With these proven methods, we typically see over 90% of employee group members vote "yes" on implementing this valuable benefit.</p> <p>We measure employee awareness, engagement, and participation through periodic surveys and monitoring of data or metrics, such as online portal registration, debit card utilization, direct deposit elections, automatic premium reimbursements, etc., that indicate or confirm participant behaviors and understanding of the benefit. When we see low metrics in certain areas, we will launch educational and informational campaigns to help participants understand how to make the most of their HRA benefit. In addition, we can keep employers engaged by reporting on the aforementioned key metrics.</p>
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73	Describe how employee success and return on investment (ROI) is measured or assessed from utilizing your solutions.	<p>EMPLOYEE LOANS:</p> <p>We base our program success on the employee engagement we track. We would expect 25% of employees to engage with our platform if only using the loan platform.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>In a perfect world, an employee enters into your organization, contributes to your goals, prepares for their financial future, and then retires from your organization. This allows an organization to develop talent and retain quality contributors. Unfortunately, this is not always the case.</p> <ul style="list-style-type: none"> • Your employees are plagued with a wide variety of financial struggles that effect the way they “show up” for work every day. When an employee lacks financial confidence and stability, an organization experiences reduced productivity, decreased morale, and disruption in their natural employment cycle. • A workforce in a poor state of financial wellbeing is inherently an expensive one. It may look like employees not participating in the retirement plan or not receiving the match, employees taking retirement and hardship loans, or a pre-retiree group that is not able to retire. • When searching for a solution, many organizations identify the presence of financial stress as a case for financial planning support. The reality is the root issues causing your employees financial stress are behavioral, not technical. Formal financial planning is part of the equation, but without empathy and accountability these programs will fall short when it comes to engagement and impact. • A successful financial wellbeing program acts as a problem-solving tool for individuals, but also supports your company’s goals as a whole. • Individual financial coaching has become a top priority for our clients and one of the top initiatives for Gallagher’s Financial & Retirement Services practice. When we asked our clients what tool would be most helpful to improve individual financial wellbeing, both employees and employers selected individual financial coaching (52%) over technology (33%) and basic education (15%). (Source: Gallagher May 2021 Spring Think Tank and March 2021 Getting Better with Gallagher Polling Data) • Employee expectations for financial wellbeing solutions continue to rise, giving you an opportunity to invest in a benefit prompting high engagement. • Gallagher Money Coaching is a differentiating benefit for your organization because of the value it immediately provides to your population. It lets your employees connect with a financial coach who can give them answers to their personal questions about money -- and the advice they need to move forward with confidence. <p>HRA:</p> <p>Everyone wins by adopting and implementing our Gallagher HealthInvest HRA. This tax-exempt benefit results in participant tax savings of up to 30% or more, depending on participants’ individual tax situations. Participants pay no federal income tax, no state income tax (if applicable), and no FICA taxes (Social Security and Medicare) on employer contributions, investment earnings (if any), and withdrawals (medical expense claims). This is often called “triple” tax savings, which is the best possible tax advantage—even better than tax-deferred 401(k), 403(b), and 457 plans with taxable withdrawals. Similarly, employers avoid the FICA match on contributions. These shared tax savings result in a win-win solution.</p> <p>In addition, employers often use this benefit as a strategic tool to help employer achieve their unique goals and drive desired outcomes. Several common examples are listed below.</p> <ul style="list-style-type: none"> • Prepare employees for out-of-pocket medical costs, including retiree premiums • Reward responsible leave time usage • Reduce unused leave time liability • Help job-locked employees retire • Encourage enrollment in lower-cost medical plan • Ease the impact of increased cost sharing • Grow wellness plan participation • Provide an alternative to losing excess benefit dollars • Offer an early retirement incentive
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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>EMPLOYEE LOANS:</p> <p>In partnership with Corestream, their SaaS solution utilizes multi-tenant databases that have logical separation between tenants. Corestream's solution and DB's are dedicated to Corestream, and there are no shared resources with other Azure tenants. AES 256 is Corestream's minimum standard. Data at rest is in SQL and encrypted using Transparent Data Encryption (TDE). Please refer to Corestream's Information Security Measures (COR2) flyer, which is included as an attachment to this proposal.</p> <p>STUDENT LOANS; MONEY COACHING:</p> <p>Your Money Line's client data is stored in Salesforce and AWS. Salesforce has two-factor authentication set up for all users, and Your Money Line does not collect or store sensitive data from clients or participants. AWS use is limited to our product team, who have undergone background and criminal history checks. The product team also is mandated to use password managers, change passwords frequently, create strong passwords, etc. They also have undergone cybersecurity and data privacy training.</p> <p>HRA:</p> <p>Our partner's OneBridge platform is built on the Microsoft technology stack, utilizing Microsoft SQL Server to store client data. Data is encrypted at-rest and in-transit. Access to data, assets, and associated facilities is limited to authorized users, processes, or devices and to authorized activities and transactions. The OneBridge platform requires all participants, employers, clients, and administrators to setup and use multifactor authentication in order to access the data.</p> <p>The OneBridge system utilizes Microsoft Azure Infrastructure-as-a-Service (IaaS) for product hosting. Microsoft Azure resources and services are hosted in Microsoft datacenters, which utilize state-of-the-art facilities and provide best-in-class reliability, redundancy, and security. All data centers utilized by the OneBridge system are located in the United States.</p> <p>System data is backed up every 30 minutes with a rolling three weeks of backups kept in separate data centers. Immutable (or read-only) backups are maintained in a OneBridge data center to eliminate risk of data loss due to ransomware. Data backup files are encrypted. All client data is kept for seven years. Backup files are maintained in two locations hosted by Microsoft Azure. These files are kept in highly secure storage devices on private networks, which are only accessible to authorized personnel. Additionally, a separate encrypted copy is maintained at the California site for immediate access by authorized employees.</p>
75	Describe your reporting capabilities and the types of usage data that is available.	<p>EMPLOYEE LOANS:</p> <p>Through our partnership with Corestream, we are able to track the following data:</p> <ul style="list-style-type: none"> • Email open rate • Time on site • Pageview per session • Enrollment conversation • Employee demographic info for those who apply for loans <p>STUDENT LOANS; MONEY COACHING:</p> <p>Your Money Line offers employee engagement, employee satisfaction, quantitative data, and qualitative data reports to all clients on a regular basis. The majority of these reports can be accessed on demand via the employer dashboard. Additional reporting needs may be assessed as organizations onboard.</p> <p>Please refer to our Sample Reporting (GMC5), which is included as an attachment to this proposal (Additional Documents.zip).</p> <p>HRA</p> <p>We offer a full reporting suite that includes operational, financial, and transactional reports. We also have the ability to provide ad hoc and customized reporting.</p> <p>All current and historical data can be obtained through administrative access to our reporting system (Microsoft SQL Server Reporting Services (SSRS)). This includes all data elements obtained for, or created by, the OneBridge platform.</p>

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Pricing.zip - Thursday March 16, 2023 11:52:08
 - Financial Strength and Stability (optional)
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Thursday March 16, 2023 09:39:35
 - [Upload Additional Document](#) - Additional Documents.zip - Thursday March 16, 2023 09:39:00

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Charlie Isaacs, President, West Region, Gallagher Benefit Services, 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
Addendum_4_Employee_Financial_Wellness_RFP_031623 Thu March 9 2023 03:39 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Employee_Financial_Wellness_RFP_031623 Thu March 2 2023 02:26 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Employee_Financial_Wellness_RFP_031623 Thu February 16 2023 09:45 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Employee_Financial_Wellness_RFP_031623 Thu February 9 2023 03:48 PM	<input checked="" type="checkbox"/>	3