



MASTER AGREEMENT # 040226

CATEGORY: Wellness Program Engagement, Open Enrollment Support and Related Services

SUPPLIER: Pier 2 Marketing LLC dba HRflip LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Pier 2 Marketing LLC dba Hrflip LLC, 455 Market Street, Suite 1940, PMB 25353, San Francisco, CA 94105-2448 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on May 14, 2030, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #040226 to Participating Entities. In Scope solutions include:
 - a. **Category 1: Wellness Program Engagement:**
 - i. Wellness engagement programs and platforms;
 - ii. Biometric screening services and coordination;
 - iii. Wellness incentive management;
 - iv. Health coaching; and,
 - v. Wellness program management and related services, such as data analytics, predictive modeling, wellness program branding, strategic planning, and on-site wellness center management, but only to the extent that such services are complementary to a proposer's offering of the solutions described in 1. a. above.
 - b. **Category 2: Open Enrollment Support:**
 - i. Health Plan decision support including but not limited to virtual plan comparison tools;
 - ii. Enrollment Technology for health plans and other benefit enrollment; and
 - iii. Open Enrollment Support and related services, but only to the extent that such services are complementary to the proposer's offering of the solutions described in 1.b. above.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

xi) **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 Agreement 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.

xii) **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.

xiii) **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.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

- i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) 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.
- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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.

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses

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

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

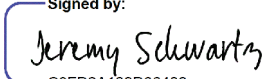
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

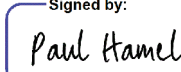
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier’s ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcwell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcwell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcwell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Pier 2 Marketing LLC dba HRflip LLC

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/12/2026 | 3:28 PM CDT

Signed by:

37F3E7084F4243D...
By: _____
Paul Hamel
Title: Co-Founder & COO
Date: 5/12/2026 | 3:18 PM CDT

RFP 040226 - Wellness Program Engagement, Open Enrollment Support and Related Services

Vendor Details

Company Name:	HRflip LLC
Does your company conduct business under any other name? If yes, please state:	Pier 2 Marketing, LLC
Address:	455 Market Street STE 1940 PMB 25353 San Francisco, CA 94105-2448
Contact:	Paul Hamel
Email:	paul@hrflip.com
Phone:	415-992-5501
HST#:	26-2267231

Submission Details

Created On:	Tuesday February 24, 2026 12:01:21
Submitted On:	Tuesday April 07, 2026 14:19:07
Submitted By:	Paul Hamel
Email:	paul@hrflip.com
Transaction #:	2e5d665b-ffaf-46ec-8b24-7330dfbb6d6e
Submitter's IP Address:	10.13.0.11

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

#	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Pier2Marketing, LLC
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 7PHH8 Unique Entity ID: W1EQZXN M9VM7
5	Provide your NAICS code applicable to Solutions proposed.	518210, 541613
6	Proposer Physical Address:	455 Market Street STE 1940 PM B25353 San Francisco, CA, 94105-2448

7 Proposerwebsiteaddress(oraddresses):	hrflip.com pier2marketin g.com *
8 Proposer'sAuthorizedRepresentative(name,title,address,emailaddress&phone)(Th erepresentativemusthaveauthoritytosignthe“Proposer’sAssuranceofCompliance”on behalfoftheProposer):	PaulHamel Co- Founder&CO O Pier2Marketi ng paul@hrflip.c om Office:(415)9 92-5501 *
9 Proposer'sprimarycontactforthisproposal(name,title,address,emailaddress&phone):	PaulHamel Co- Founder&CO O Pier2Marketi ng paul@hrflip.c om Office:(415)9 92-5501 *
10 Proposer'sothercontactsforthisproposal,ifany(name,title,address,emailaddress&ph one):	GimenaPena Malcampo Co- Founder&CE O Pier2Marketi ng gimena@pier 2m.com Office:(415)9 92-5501 *

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

# Question	Response *
1 Provideabriefhistoryofyourcompany,inclu dingyourcompany’scorevalues,business philosophy,andindustrylongevityrelatedto therequestedSolutions.	WefoundedPier2Marketingin2007withapeople- firstapproachineverythingwedo.Wehaveastrongtrackreco rdsservingclientsacrossmanyindustriesincludinghealthcar e,technology,financialservices,education,andgovernment sectors.AspartoftheUnitedNationsGlobalCompact,wehav eaformalcommitmenttotheprinciplesgoverninghumanrigh ts,labor,environment,andanti- corruption,andoperatesasacertifiedGreenBusiness. HereatPier2Marketing,weareguidedbyacommitmentto cre

	<p>activity, innovation, and genuine partnership. We believe technology should do more than deliver information. It should create meaningful experiences that help people make confident decisions about their health, finances, and careers.</p> <p>HRflip is a cloud-based solution which is part of the Pier2 Marketing suite of offerings.</p>
<p>1 What are your company's expectations in the event of an award?</p>	<p>Our expectation is to fully serve Sourcewell and its member organizations as a long-term partner. We understand that you exist to simplify procurement for public agencies, and our expectation is to become an extension of that commitment by providing an easy-to-use, high-quality platform and related services for Open Enrollment and Wellness initiatives.</p> <p>We believe the most effective partnerships are built on trust, and trust is built through expertise. Our account managers would engage Sourcewell member organizations through a targeted marketing and personal outreach campaign, beginning every conversation by understanding the organization's workforce composition, current benefits utilization challenges, employee engagement gaps, and communication barriers. For those interested in learning more, they will present tailored solutions and share relevant outcomes data from comparable organizations.</p>
<p>1 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. DON NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>Pier2 Marketing is a privately held company, and we do not publish public financial statements or carry SEC filing obligations. However, we are pleased to speak to our financial stability and operational health in the following terms.</p> <p>Our company has been profitable from its inception and maintains above average profit margins for our industries. We hold sufficient cash to support operations, invest in innovation, and expand to new markets.</p> <p>We experience consistent revenue growth driven by strong client retention and an expanding direct sales strategy focused on providing excellent customer service. Our business model is subscription-based with optional services, providing predictable, recurring revenue that supports stable operations and continued platform and services support investment.</p> <p>Pier2 Marketing, LLC is registered with Dun & Bradstreet and can be verified using our D-U-N-S® Number: 029-104-03.</p>
<p>1 What is your US market share for the Solution that you are proposing?</p>	<p>The employee benefits communications, wellness, and HR engagement technology market is a dynamic and growing segment of the broader HR technology industry, which is valued at over \$60 billion annually in the United States. While HRflip does not publish a formal market share figure as a privately held co</p>

	<p>company, we can speak meaningfully to our position and reach within this space.</p> <p>Our platform and services are currently available to over 1.3 million employees across more than 15 industries. In addition, we serve public and private employers whose workforces range from 500 to over 100,000 employees. Our platform is trusted by 7 of the top 10 HR consulting and benefits brokers in the United States, and our benefits content ecosystem includes over 300 leading benefits providers. These partnerships give us reach and visibility across a significant share of the mid-to-large employer market.</p> <p>We compete in a space that includes both large enterprise HR platforms and point solutions focused on single aspects of the employee experience. Our differentiation lies in our ability to consolidate benefits communications, onboarding, wellness, and recruiting into a single AI-powered platform, reducing the fragmentation that most employers currently manage across multiple vendors. Our 90% employee engagement rate and 95% peer recommendation rate reflect a platform that consistently outperforms industry norms for adoption and satisfaction.</p>
<p>15 What is your Canadian market share for the Solutions that you are proposing?</p>	<p>We have a growing number of Canadian customers along with an account team based in Toronto; Our market share in Canada is estimated at 5%.</p>
<p>16 Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Source well if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>None</p>
<p>17 How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</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</p>	<p>Pier2 Marketing is best described as a technology developer and service provider. We are the sole developer and owner of the HR flip platform, and directly responsible for all aspects of product development, implementation, client support, and ongoing service delivery. In addition, our sales and account management team members are direct employees.</p> <p>As it relates to this agreement, we will not rely on independent dealers or third-party resellers to represent our platform, which ensures that every Sourcewell member organization receives a consistent experience backed directly by the people who build and support our platform and services.</p> <p>Finally, customer success, implementation, and ongoing support functions are also performed by our employees, ensuring continuity and accountability throughout the full client relationship.</p>

<p>he employees of a third party?</p>	
<p>1 If applicable, provide a detailed explanation 8 outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>HRflip operates in full compliance with the regulatory and security standards applicable to a cloud-based HR technology platform handling employee data. No special government-issued licenses are required to deliver the solutions proposed in this RFP. However, we hold and maintain the following certifications and compliance frameworks:</p> <p>HRflip is SOC1 and SOC2 certified, demonstrating that our platform meets rigorous standards for security, availability, and confidentiality as evaluated by an independent third-party auditor. We are also compliant with the Health Insurance Portability and Accountability Act (HIPAA), reflecting our commitment to protecting the privacy and security of any health-related employee information handled through our platform.</p> <p>Our platform is hosted on Amazon Web Services (AWS), one of the most trusted and widely certified cloud infrastructure providers in the world. AWS maintains an extensive portfolio of compliance certifications including SOC1, SOC2, SOC3, ISO27001, FedRAMP, and HIPAA eligibility, among others. This infrastructure partnership ensures that these security and availability standards we commit to are backed by world-class physical and technical safeguards at every layer of our platform.</p>
<p>1 Disclose all current and past debarments or 9 suspensions for Proposer and any included possible Responsible Party within the past several years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>None</p>
<p>2 Describe any relevant industry awards or 0 recognition that your company has received in the past five years.</p>	<p>We earned an IABC Golden Quill Award for outstanding employee benefits communication, one of the most prestigious honors in the communications industry presented by the International Association of Business Communicators. This recognition directly reflects the quality and effectiveness of the benefits communication experiences we deliver to employers and their employees every day.</p> <p>Gimena Peña Malcampo, co-founder of Pier2 Marketing and HRflip, was awarded the Premio Trayectoria EXATEC Career Achievement Award in 2021 by Tecnológico de Monterrey, recognizing distinguished alumni for professional trajectory and lasting impact. She has also been recognized among the Most Influential Women in Bay Area Business and listed among top women-owned businesses and entrepreneurs in Silicon Valley; honors that reflect the caliber of leadership driving our growth and innovation.</p>

	Weareproudtobeawomen-ownedbusiness,adesignationthatreflectsourcommitmentto diverseandinclusiveleadership.	
2 1	Whatpercentageofyoursalesaretothegovernmentalsectorinthepastthreeyears?	30%
2 2	Whatpercentageofyoursalesaretotheducationsectorinthepastthreeyears?	20%
2 3	Listallstate,cooperativepurchasingagreements thatyouhold.Whatistheannualsales volumeforeachoftheseagreementoverthepastthreeyears?	None
2 4	ListanyGSAcontractorStandingOffersandSupplyArrangements(SOSA)thatyouhold.Whatistheannualsalesvolumeforeachof thesecontractsoverthepastthreeyears?	None

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
StanfordUniversity	CharelleFernandez	(408)489-8275
CedarsSinaiMedicalCenter	MikeSpasoff	(818)458-0832
StanfordMedicineChildren'sHealth	MargaretPellarin	(650)723-5409

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company’s capability to meet the needs of Sourcwell 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.

# Question	Response *
2 6	Salesforce. WemaintainadirectemployedsalesforceorganizedacrossfiveregionstoserveSourcwellmemberorganizationsthroughouttheUnitedStatesandCanada.AccountmanagersandCustomerSuccessManagersarebasedinandserve theWestCoast,Central,Midwest,andEastCoastregionsoftheUnitedStates,withadedicatedaccountmanagerbasedinToronto.
2 7	DescribethenetworkofAuthorizedSellerswhowilldeliver None.Weworkdirectlywithourclients.

<p>rSolutions, including dealers, distributors, resellers, and other distribution methods.</p>	
<p>2 Serviceforce. 8</p>	<p>Each customer is assigned a dedicated Customer Success Manager who owns the implementation, onboarding, training, and ongoing adoption of the platform. Customer Success Managers are responsible for configuring the client environment, leading the onboarding project plan, training HR administrators, and serving as a trusted advisor throughout the life of the relationship.</p> <p>Day-to-day technical assistance, training, and general servicing of client questions is handled by our US based customer support team, led by a customer support manager and staffed by a team of support analysts available during business hours to resolve platform questions and after-hour to resolve urgent issues as they arise.</p>
<p>2 Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective role of the Proposer and others.</p>	<p>When a Sourcewell member organization is ready to move forward, their regionally assigned HR flip account manager leads the contracting process from start to finish. This includes scoping the appropriate solution based on the organization's workforce size and needs, presenting pricing in accordance with the Sourcewell contract terms, and managing the execution of the member agreement.</p> <p>Once a contract is signed, the account manager coordinates a seamless handoff to the assigned customer success manager, who takes ownership of the implementation and onboarding process.</p> <p>This direct model ensures that member organizations always have a single, accountable point of contact throughout the ordering and implementation process, with no third-party involvement that could introduce delays, miscommunication, or inconsistency in service delivery.</p>
<p>3 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>	<p>We maintain a structured, multi-tiered customer service program built around the client's needs. In addition to the service described in question 28, all support interactions are tracked throughout our case management platform provided by Zendesk, providing full ticket visibility, SLA tracking, and escalation management for every issue submitted.</p> <p>Customers may submit questions by telephone, email, our online support portal, live chat, and mobile messaging 24 hours a day, 7 days a week. While our standard staffed support hours are 8:00 a.m. to 6:00 p.m. PT, Monday through Friday, urgent requests will be managed by the after-hour team 24/7.</p> <p>Our contractually binding Service Level Agreement (SLA) defines clear response and resolution commitments across all issue types: platform outages are acknowledged within 30 minutes with an 8-hour resolution target; Priority 1 degraded system issues are acknowledged within 4 business hours with a 2-business-day resolution target; Priority 2 defects and time-sensitive requests are acknowledged within 8 business hours; and Priority 3 routine issues are acknowledged within 1 business day. HR flip commitments to apply</p>

	<p>atformuptimeof99.9%orhigher,monitoredcontinuously,withadvanceclientnotificationofanyscheduledmaintenancetime windows.</p> <p>Allresponsetimecommitments,uptimeguarantees,andsupportproceduresarecontractuallyincorporatedintoHRflip'sstandardtermsofserviceagreement,acopyofwhichcanbefoundhere:(hrflip.com/termservice).</p>
<p>3 Describe your ability and willingness to provide your products and services to Sourcewell participating entities.</p>	<p>We are fully prepared and enthusiastic about making our platform and professional services available to Sourcewell participating entities under a cooperative contract. As a cloud-based SaaS platform and professional communications service provider, our solutions can be deployed to any participating entity quickly and efficiently, regardless of their location, workforce size, or technical infrastructure.</p> <p>Our platform and services is designed to scale alongside our client's growth, meaning a small municipal agency and a large school district can both be served effectively under the same contract framework.</p> <p>We are committed to offering Sourcewell participating entities the same competitive pricing, contractual protections, and service standards that govern all of our client relationships. We welcome the opportunity to serve the full breadth of the Sourcewell member community and are ready to move forward promptly upon award.</p>
<p>3 Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.</p>	<p>We are currently serving Canadian clients through a dedicated account manager based in Toronto, providing the same level of direct, consultative service that we deliver to US-based Sourcewell members.</p> <p>Our platform is fully accessible across Canada, with French language support for regions which require it.</p> <p>As adoption expands across Canada, we are fully prepared to recruit and onboard additional account managers and customer success staff in key markets such as Vancouver, Calgary, Montreal, and Ottawa, ensuring that Canadian members continue to receive locally based service.</p>
<p>3 Identify any geographic area(s) of the United States or Canada that you will NOT be fully serving through the proposed agreement.</p>	<p>There are no geographic exclusions or exceptions.</p>
<p>3 Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.</p>	<p>All Sourcewell participating entity account types will have full access to our solutions with no exclusions.</p>
<p>3 Define any specific requirements or restriction that would apply to our participating entities in Hawaii and Alaska and in US Territories.</p>	<p>There are no specific requirements or restrictions that apply to participating entities in Hawaii, Alaska, or any US territories.</p>
<p>3 Will Proposer extend terms of</p>	<p>We are happy to work with non-</p>

<p>6 If any awarded master agreement mention non-profit entities?</p>	<p>profit entities with the same great service provided to public entities and for-profit organizations.</p>
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Table 4: Marketing Plan (100 Points)

# Question	Response *
<p>37 Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Upon award, we would implement a comprehensive, multi-channel marketing strategy designed to drive awareness and adoption of our Sourcewell contract among participating entities across the United States and Canada. We would prominently feature the Sourcewell partnership on our website and within our digital marketing campaigns, including targeted email outreach to public sector HR administrators, benefits managers, and decision-makers at government agencies, school districts, higher education institutions, and other Sourcewell member organizations.</p> <p>We'll develop Sourcewell-specific marketing collateral including solution overviews, case studies, and ROI-focused website landing pages tailored specifically to the needs and priorities of public sector employers.</p> <p>Our regionally based account managers would serve as the primary channel for direct outreach, proactively contacting participating entities within their territory through personalized campaigns, virtual and in-person meetings, webinars, and educational presentations.</p> <p>These engagements would be designed to help organizations understand both the availability of the Sourcewell contract and the specific ways HR flip address the workforce engagement, open enrollment, benefits communication, and wellness challenges common in public sector environments. We would also participate in relevant industry conferences, public sector HR events, and Sourcewell-sponsored activities to build visibility within the member community and establish ourselves as a trusted resource for HR technology in the public sector.</p>
<p>38 Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>We use a combination of digital marketing technology, data analytics, and targeted content strategies to ensure our marketing reaches the right audiences with the right message at the right time. Our website serves as a central hub for inbound marketing, optimized for search engine and AI agent visibility so that HR administrators and benefits managers actively searching for employee wellness and benefits communications solutions can find us organically.</p> <p>We use metadata, keyword targeting, and content marketing through our HR flip Insider blog and resource library to drive qualified traffic and establish thought leadership in the HR technology space.</p> <p>For outbound marketing, we use CRM-integrated email marketing platforms to deliver targeted campaigns to segmented audiences based on industry, organization size, and geographic region.</p> <p>Upon a Sourcewell award, we would create a dedicated audience segment for S</p>

	<p>Sourcewell member organizations and deploy tailored email campaigns communicating the availability of the contract, the benefits of cooperative purchasing, and the specific value HR flip deliver to public sector employers. Campaign performance is tracked through open rates, click-through rates, and conversion data, allowing us to continuously refine our messaging and targeting for maximum effectiveness.</p> <p>We also uses social media platforms including LinkedIn, which is particularly effective for reaching HR professionals and public sector decision-makers, to share educational content, platform updates, client success stories, and announcements. Paid digital advertising on LinkedIn and Google allows us to target specific job titles, industries, and geographies with precision, ensuring that our Sourcewell messaging reaches the decision-makers most likely to benefit from our platform.</p>
<p>3 In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?</p>	<p>We view a Sourcewell award as a dedicated sales channel that we will actively invest in and manage with the same focus and accountability we bring to our direct sales efforts.</p> <p>Sourcewell's role is to provide the contract framework and cooperative purchasing infrastructure and a standard agreement. The responsibility for promoting, selling, and delivering within that framework rests entirely with us, and we take that responsibility seriously.</p> <p>Upon award, we would immediately integrate the Sourcewell contract into our sales process as a primary go-to-market channel for public sector organizations. Our account managers would be trained specifically on the Sourcewell contract, its member eligibility, and how to communicate the value of purchasing our solution through the cooperative purchasing agreement.</p> <p>The Sourcewell contract would be featured prominently in our sales materials, proposals, and client conversations as the preferred and most efficient path to procuring our solutions for eligible organizations.</p> <p>Internally, we would establish Sourcewell as a named sales channel within our CRM, tracking pipeline activity, contract utilization, and revenue by region and entity type. This gives us the visibility to measure performance, hold our team accountable, and continuously improve our approach to serving the Sourcewell member community over the life of the contract.</p>
<p>4 Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Yes, our solutions are available through a fully digital ordering process. Our fully digital workflows significantly reduce the time from decision to contract execution, which is particularly valuable for public sector organizations operating under tight procurement timelines or administrative resource constraints.</p> <p>For Sourcewell participating entities, our account managers are available to guide organizations through the online process, confirm contract eligibility, and ensure that the purchase is properly attributed to the Sourcewell agreement for reporting purposes.</p> <p>All aspects of procurement will be handled through our e-procurement process.</p>

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

# Question	Response *
<p>4 1 Describe any product, equipment, maintenance, or operator training program that you offer to Source well participating entities. Included details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>We offer a comprehensive training program for all Source well participating entities, designed to ensure that HR administrators and platform operators are fully equipped to configure, manage, and maximize the value of our platform from day one. Administrative training is standard and included as part of every implementation. Virtual training sessions, guided walkthroughs, and ongoing virtual support are all included in the subscription, ensuring that participating entities have access to expert guidance throughout the life of their agreement without incurring any additional fees.</p> <p>Training covers all aspects of platform setup and management, including configuring the platform environment, managing content, setting up employee communications, navigating reporting and analytics, and using our AI-powered tools effectively. We schedule regular implementation meetings with each new client throughout the onboarding period to ensure administrators are progressing confidently and any questions are addressed promptly.</p> <p>Self-service training resources are also available within the platform, allowing HR teams to learn at their own pace and revisit materials as needed.</p> <p>For participating entities with more complex needs, such as custom configurations, integrations with existing ERP or HCM systems, or multi-location deployments, additional professional service training can be arranged through a mutually agreed Statement of Work, scoped and priced based on the specific requirements of the organization. These types of training sessions are rare, but typically cost \$5,000-\$10,000 depending on the number of locations, volume of sessions, and direct travel expense.</p>
<p>4 2 Describe any technological advancement that your proposed Solution offer.</p>	<p>Our platform is built on a modern AI-driven architecture that fundamentally changes how employees experience benefits, wellness, and HR communications. At the center of that experience is Lucy, our AI-powered virtual assistant, which provides employees with conversational, on-demand answers to their benefits and wellness questions in real time, 24 hours a day, 7 days a week. Rather than searching through static documents or waiting for an HR administrator to respond, employees can ask Lucy a question in natural language and receive an immediate, accurate, and personalized response.</p> <p>This dramatically reduces the administrative burden on HR teams while ensuring that every employee gets the guidance they need, when they need it.</p> <p>Beyond Lucy, our platform delivers hyper-personalization at scale through AI-driven content and recommendation engines that tailor the platform experience to each individual employee. The platform analyzes employee profiles, life stages, benefits enrollment data, and usage behavior to surface the resources, programs, and communications most relevant to each person. A new hire, a mid-career employee approaching retirement planning, and a parent navigating dependent care benefits will each see a completely different, individually curated experience.</p>

	<p>nthesameplatform.</p> <p>Thislevelofpersonalizationdrivessignificantlyhigherengagementandbenefitsutilizationcomparedtoone-size-fits-allHRportals.</p> <p>OurAIcapabilitiesalsoextendtocontentcreation,whereHRadministratorscanuseAI-assistedtoolstogenerateandcustomizecommunications,benefitsdescriptions,andwellnesscontentquicklyandefficiently.</p>
<p>4 Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>Wearecommittedtoenvironmentalresponsibilityasacorepartofhowweoperate.Pier2MarketingholdscertificationasaCaliforniaGreenBusiness,reflectingourcommitmenttomakingthemostefficientuseofresourcesinouroperationsandintroducingustainablealternativesintoourbusinesspracticeswhereverpossible.AsasignatoryoftheUnitedNationsGlobalCompact,wealsoadheretoitstentprinciples,whichinclude aformalcommitmenttoenvironmentalresponsibilityandsustainablebusinesspracticesattheorganizationallevel.</p> <p>Byreplacingprintedbenefitsguides,paperonboardingpackets,andphysicalopenenrollmentmaterialswithafullydigitalplatform,wehelpparticipatingentities significantlyreducepaperconsumption,printingcosts,andtheenvironmentalfootprintassociatedwithtraditionalHRcommunications.</p>
<p>4 Identify any third-party issued eco-labels, ratings or certification that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>CaliforniaGreenBusinessNetwork,GreenBusinessCertification</p>
<p>4 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>Perhapsourmostdistinctiveadvantageisthepowerfulcombinationofacutting-edgeHRtechnologyplatformandfull-servicemarketingexpertise.ThisissomethingnootherHRtechnologyvendorcanoffer.ThroughPier2Marketing,participatingentitieshaveaccessto360-degreeemarketingservicesencompassingstrategy,research,creative,anddigitalmarketing,whichcanbeapplieddirectlytotheiropenenrollmentcommunicationcampaigns,wellnessprograminitiatives,andemployeeengagementstrategies.</p> <p>Forpublicsectororganizationsthatoftenlackdedicatedinternalcommunicationsresources,thiscombinationofplatformandprofessionalmarketingservicesisameaningfulanddistinctiveadvantage that translates directly into reduced burden on the client team, higher employee engagement, greater benefits utilization, and stronger program participation across the workforce.</p>
<p>4 Describe your technology as it is related to</p>	<p>Ourplatformisacloud-based,mobile-firstSaaSsolutionrequiringnohardware,softwareinstallation,orITinfrastructureinv</p>

<p>your proposed solutions. Include the technology for the age and the person utilizing the services.</p>	<p>estment from participating entities. The platform is SOC2 certified, HIPAA compliant, WCAG and ADA accessible, and support over 70 languages with automated or local translations services, making it equally effective for diverse, multilingual, and globally distributed workforces.</p> <p>HR administrators access a secure, browser-based management portal that puts full control over platform configuration, content, communications, and reporting in one place. From here, HR teams can configure branded environments using the organization's own logo, domain, and visual identity for a completely white-labeled experience. Administrators can build and manage wellness challenges, schedule live and recorded webinars, set up virtual wellness fairs and open enrollment events, create digital forms with signature capability, deploy polls and surveys, and send targeted communications via email, SMS, and push notification. Real-time analytics provide a comprehensive view of employee engagement, including session counts, room visits, mobile app activity, communication tracking, team sentiment data, and period-over-period comparisons. Automated email reports can be scheduled to deliver engagement data directly to stakeholders' inboxes, and final event reports including aafflewinners are generated automatically at event close.</p> <p>Employees access the platform through a native mobile app available on iOS and Android, or through any web browser. The experience begins with a brief personalization quiz that captures the employee's goals and life changes, immediately tailoring the content and recommendations they see throughout the platform. Of course, they may also skip the Alexperience, if preferred, browse for their desired area of interest and participate in activities.</p> <p>Our AI assistant is available 24 hours a day, 7 days a week to answer benefits and wellness questions conversationally in real time, with employees always retaining the option to escalate to a live expert through built-in live chat, SMS messaging, or a ask-a-question feature.</p> <p>Employees can participate in individual or team wellness challenges, join live or recorded webinars, access financial, physical, mental, social, and career wellness content, and engage with a community cheerboard that fosters social connection and team accountability. Optional video content, gamification features including crossword puzzles, word search, Wordle, and quiz-of-the-day activities, and push notification reminders ensure that employees remain engaged and motivated throughout the year. The platform supports single sign-on for frictionless access and is fully accessible to employees regardless of ability, location, shift, or time zone.</p>
<p>4 Describe or upload 7 a case study or stories where your solution impacted the people using it.</p>	<p>Perhaps our most illustrative example of real-world impact is our work with Stanford Children's Health, where we partnered with a workforce of doctors, nurses, technicians, chefs, and support staff who were mentally and emotionally exhausted at the center of patient care during the COVID-19 pandemic. The challenge was significant: multiple disconnected websites, portals, and vendor systems, a strained HR support team, limited IT availability, and an urgent need to reduce confusion and friction for a workforce under extraordinary pressure.</p> <p>We designed and delivered a unified, personalized employee experience platform that</p>

	<p>at brought all wellness, benefits, and HR resources under a single roof. The result was a seamless, employee-centric portal that made it easy for every staff member, regardless of role, shift, or location, to find the programs they needed to feel supported. The platform organized over 60 programs with clear, concise, actionable content and delivered a personalized experience for every employee group, from new hires and recruits to seasoned clinical staff.</p> <p>In addition, we have been a long-standing partner to California Schools VEBA, a benefit trust serving school district employees and fire departments across California, for nearly a decade. Our work together is centered on a single shared goal: creating one unified digital experience that gives members, district clients, and prospective districts a personalized journey from a single point of entry.</p> <p>The platform allows members to register, schedule, view benefits, and access resources through one login, eliminating the confusion of navigating multiple sites and systems. Our deep understanding of how teachers and administrators work has shaped every design and content decision throughout the relationship.</p> <p>Across our client base, which includes the City of San Diego, the City and County of San Francisco, the State of Utah, Chabot College, the University of California Berkeley, Stanford University, and the University of Washington, we have consistently delivered platforms that consolidate complex benefits and wellness ecosystems into an experience that employees use. In every case, the outcome is the same: higher engagement, better benefits utilization, and HR teams that can spend less time answering questions and more time supporting their people.</p>
<p>4 Describe your use of AI in your company and in the solutions you provide.</p>	<p>Artificial intelligence is not a feature we added to our platform. It is foundational to how our platform works. From the moment an employee logs in to the moment an HR administrator reviews engagement data, AI is actively working to make every interaction more personalized, more efficient, and more impactful without being intrusive. The AI features are always transparent and optional.</p> <p>Our AI-powered virtual assistant is available to every employee 24 hours a day, 7 days a week, delivering conversational, real-time answers to benefits and wellness questions based on the specific content and programs available to that individual. Rather than searching through static documents or waiting for an HR response, employees simply ask a question in natural language and receive an immediate, accurate, contextual answer. The assistant also delivers segmented responses tailored to each individual's profile, including their district, coverage details, life stage, or employee group, ensuring that every answer feels personally relevant rather than generic.</p> <p>Our hyper-personalization engine uses AI to analyze each employee's goals, life changes, benefit enrollment, and engagement history to curate a unique platform experience for every individual. When an employee first enters the platform, a brief personalization quiz captures their priorities for the benefit year, and from that point forward, recommended content is surfaced automatically and kept within easy reach throughout every visit. This means a teacher approaching retirement, a new hire navigating enrollment for the first time, and a parent managing dependent care all experience a platform that feels built specifically for them.</p>

	<p>We also offer the optional use of AI to generate video content directly within the platform. Because 75% of users prefer video, our AI video tools allow HR administrators to turn a ny benefits or wellness content into a professionally produced video with an expressive AI presenter, helping organizations increase event engagement by 20 to 30 percent without requiring video production budgets or resources. AI-assisted content creation tools similarly allow administrators to draft and customize employee communications quickly and effectively, reducing the time and expertise required to produce compelling content at scale.</p> <p>All AI features within our platform are built and operated in compliance with our SOC 2 certification, HIPAA requirements, and our Data Processing Agreement, ensuring that the data powering these experiences remains secure, private, and never used for training, sold or shared with third parties.</p>
<p>4 What security protocols do you have for your technology and the information in it?</p>	<p>We take the security of our platform and the protection of employee data with the utmost seriousness. Our security program is built around industry-leading certifications, continuous compliance monitoring, and a layered technical architecture designed to protect data at every level.</p> <p>We use Drata, a leading trust management platform, to continuously monitor and validate our security controls, compliance posture, and audit readiness in real time. Through our Drata-powered Trust Center, clients, auditors, and procurement officers can access a secure, self-served destination to review our current security posture, access compliance documentation, and verify our certifications at any time without waiting for manual responses. This gives Sourcewell and its member organizations transparent, on-demand visibility into our compliance status rather than relying on point-in-time snapshots.</p> <p>Our platform is SOC 2 certified, independently audited by a third-party auditor to verify that our controls for security, availability, processing integrity, confidentiality, and privacy meet rigorous standards. We are HIPAA compliant, ensuring that any health-related employee information handled through the platform is protected in accordance with federal privacy and security requirements. Our platform is also WCAG and ADA compliant, ensuring full accessibility for all users.</p> <p>Our platform is hosted entirely on Amazon Web Services within the United States and Canada. All personal data is processed and stored within US and Canadian borders, and we do not transfer data internationally without explicit written agreement. Our infrastructure leverages AWS's extensive security architecture, including enterprise-grade physical security controls, redundant power systems, and geographic failover capabilities that ensure platform availability even in the event of infrastructure disruptions.</p> <p>All data is encrypted in transit and at rest using industry-standard protocols. Access to personal data is restricted to authorized personnel on a strict need-to-know basis, with role-based access controls and multi-factor authentication enforced at every level. Regular vulnerability assessments and penetration testing are conducted to proactively identify and remediate risks before they can be exploited.</p>

	<p>Our infrastructure is architected for high availability and resilience. We maintain redundant systems and automated failover capabilities to ensure continuity of service in the event of hardware failure, network disruption, or other technical incidents. Data backups are performed on a regular schedule and stored securely to enable recovery in the event of data loss or system failure. Our incident response and business continuity procedures are formally documented, regularly tested, and incorporated into our SOC2 compliance program, ensuring that our team is prepared to respond quickly and effectively to any disruption.</p> <p>Personal data is retained only as long as necessary to deliver our services or as required by applicable law. Upon expiration or termination of a client agreement, all personal data is either returned in a standard machine-readable format or securely deleted within 60 days, with written certification provided upon request. Our platform operates in full compliance with the California Consumer Privacy Act, the California Privacy Rights Act, and all applicable federal and state privacy regulations, governed by our standard Data Processing Agreement.</p>
<p>5 Describe the option (s) available to reward people with health incentives.</p>	<p>Our Quality of Life platform offers a flexible and comprehensive set of health incentive tools designed to motivate employees to engage with wellness programs, build healthy habits, and take meaningful action across every dimension of their wellbeing. Incentives can be configured across physical, mental, financial, social, educational, and purpose-driven wellness activities, giving each participating entity the ability to design a reward structure that reflects their policies, culture, workforce, and budget.</p> <p>For organizations that prefer non-monetary recognition, our platform supports a rich library of digital awards and badges that employees earn by completing wellness activities, reaching participation milestones, finishing challenges, and engaging with platform content. These achievements are displayed within the employee's profile and create a visible, motivating record of progress over time. Digital recognition is a powerful and cost-effective way to drive sustained engagement without requiring a financial incentive budget, and it resonates particularly well in public sector environments where monetary incentives may be restricted or require additional approvals.</p> <p>For organizations that wish to provide financial rewards tied to wellness participation, our platform supports employer-driven incentive structures including health savings account contributions and wellness dollar programs. Employees can earn incentive dollars by completing designated activities, reaching participation thresholds, or achieving specific health goals. These earned incentives can be directed toward the employee's Health Savings Account or their employer-defined benefit accounts, creating a meaningful financial reward that also reinforces the value of the benefits the organization already offers. This approach is particularly effective for encouraging preventive care, benefits enrollment, and ongoing wellness program participation.</p> <p>Our platform includes a fully configurable drawing and raffle engine that allows participating entities to tie prize eligibility directly to specific wellness activities, program room visits, challenge completions, or event attendance. Employees earn raffle entries by completing the designated actions, and administrators manage the drawing and winner selection process directly within the platform. For organizations that want to offer</p>

angible prizes, we work collaboratively with our network of over 300 benefits providers and program partners to source relevant, meaningful rewards that align with the wellness goals of each program. This means prizes can be directly tied to the wellness themes being promoted, such as fitness equipment for a physical health challenge, mindfulness apps subscriptions for a mental wellness campaign, or financial planning tools for a financial wellbeing initiative.

Every incentive program is backed by real-time analytics that allow HR administrators to track participation rates, measure engagement by activity type, and identify which incentives are driving the greatest impact. Automated reports deliver these insights directly to administrators on a scheduled basis, ensuring that wellness investment decisions are always grounded in data and continuously improving over time.

Table 5B: Value-Added Attributes

#	Question	Certification	Offered	Comment
51	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certification that your company or hub partners have obtained. Upload documentation and a list in gofdealerships, HUB partners or resellers if available. Select all that apply.		Yes No	SAM Woman Owned Business & Small Business Enterprise.
52		Minority Business Enterprise (MBE)	Yes No	N/A
53		Women Business Enterprise (WBE)	Yes No	N/A <input type="radio"/>
54		Disabled-Owned Business Enterprise (DOBE)	Yes No	N/A
55		Veteran-Owned Business Enterprise (VBE)	Yes No	N/A <input type="radio"/>
56		Service-Disabled Veteran-Owned Business (SDVOB)	Yes No	N/A
57		Small Business Enterprise (SBE)	Yes No	See attached SAMDFARS Report
58		Small Disadvantaged Business (SDB)	Yes No	See attached SAMDFARS Report
59		Women-Owned Small Business (WOSB)	Yes No	See attached SAMDFARS Report

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

# Question	Response *
<p>6 Describe your payment terms and accepted payment methods.</p>	<p>Invoicing and Payment. Fees will be invoiced in advance and otherwise in accordance with the applicable Purchase Order. Unless otherwise stated in the Purchase Order, fees are due thirty (30) days after receipt of invoice. For late payment, Customers shall pay interest charges for the time payment was due at the rate that is the lower of one and one-half percent (1.5%) per month or the highest rate permissible under applicable law.</p> <p>Payment may be made by ACH, Check, Wire, or Credit Card. Credit Card transactions will incur a 3% transaction fee to cover the related transaction expenses.</p>
<p>6 Describe any leasing or financing options available for use by educational or governmental entities.</p>	<p>Leasing or financing are not offered.</p>
<p>6 Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreement or transaction documents which may be proposed to Participating Entities.</p>	<p>See standard terms and purchase order forms attached.</p>
<p>6 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>	<p>Yes with a 3% transaction fee to cover the related transaction expenses.</p>
<p>6 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>	<p>HR flip subscription is offered at a fixed monthly rate based on an annual agreement. Professional Services are offered at an hourly rate. Please find attached a complete pricing sheet.</p> <p>We are offering Sourcewell customers a 10% discount off the list price (based on the attached price sheet) on all subscription fees and professional services. There is no discount for direct expenses.</p>
<p>6 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</p>	<p>10% off list price.</p>

<p>ange.</p>	
<p>6 How do you measure effectiveness and report outcomes? Describe how the effectiveness of your solution generates savings to agencies that use your services.</p>	<p>Our analytics dashboard tracks engagement and outcomes across every dimension of the platform, including total employee participation rates, active users and session frequency, wellness challenge completion rates, benefits content room visits, webinar and live session attendance, communications open rates and click-through performance, mobile app adoption and usage, biometric screening participation rates, incentive redemption and rewards activity, and team sentiment trends over time. All metrics are available in real time and can be compared across time periods, program types, employee groups, and locations, giving administrators a clear and continuous picture of what is working and where there are opportunities for improvement.</p> <p>The financial case for effective wellness and open enrollment engagement is well established, and our platform directly addresses the root causes of an unnecessary cost for public sector employers. When employees understand their benefits and use the programs they are enrolled in, employers see a meaningful return on the premiums and contributions they have already paid. Our platform consistently achieves a 90% employee engagement rate, translating directly into reduced waste from underutilized benefits and preventive health programs.</p> <p>Employees who navigate open enrollment with clear, personalized guidance are more likely to select the plan that is right for their situation, reducing the frequency of mismatched coverage, unexpected out-of-pocket costs, and downstream HR intervention. Our AI-powered decision support tools and personalized content recommendations are specifically designed to help employees make more informed choices.</p> <p>Sustained participation in physical health, mental health, financial wellness, and condition management programs has a well-documented impact on reducing absenteeism, lowering claim costs, and improving workforce productivity. Our gamified challenges, coaching programs, and always-on wellness content library are designed to build healthy habits over time rather than driving short-term spikes in participation.</p> <p>By consolidating benefits communications, open enrollment support, wellness program management, and employee inquiries into a single platform with an AI-powered virtual assistant available around the clock, we significantly reduce the volume of repetitive questions and manual tasks that consume HR staff time.</p> <p>For public sector agencies with lean HR teams, this operational relief translates directly into cost savings and improved service to employees.</p>

<p>6 Describe any contribution or subsidy you will apply towards health incentives for participants of a participating entity's wellness program.</p>	<p>As a technology and communications services provider, we do not operate as a benefits provider and therefore do not offer subsidies or pay commissions.</p> <p>However, we are happy to accept payment through subsidy arrangements or commissions that the client has established directly with their benefits providers, making it easy for organizations to apply existing carrier relationships toward the cost of our platform and services.</p>
<p>6 Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>We offer multi-year discounts to enterprise customers. They are typically 10-15% discounts of the single-year annual subscription.</p>
<p>6 Describe any performance guarantees. Explain the methods used to report projections and measurable outcomes. Also, provide examples in the upload section.</p>	<p>While financial performance guarantees are not offered, contractual SLA commitments governing uptime and response times are included in every agreement.</p>
<p>7 Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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>	<p>All "sourced" products or services are considered direct expenses and charged at cost + 15%. Please see price sheet for details.</p>
<p>7 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, setup, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.</p>	<p>All prices may be found in the attached price sheet.</p>
<p>7 If freight, delivery, or shipping is an additional cost to the Source well participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Not Applicable</p>
<p>7 Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any off-shore delivery.</p>	<p>Not Applicable</p>
<p>7 Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>Not Applicable</p>
<p>7 Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process</p>	<p>After a successful agreement with Sourcewell, the Sourcewell pricing is added to our CRM and ensures clients sourced through Sourcewell receive the agreed pricing.</p>

<p>ess includes ensuring that Sourcewell participating entities obtain the proper pricing.</p>	<p>Each proposal requires management approval providing a further step to ensure the correct pricing was offered.</p> <p>Quarterly contract reviews and audits will ensure compliance and monitor for any variances.</p>
<p>7 If you are awarded an agreement, provide 6 a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.</p>	<p>Cost of Acquisition: The total sales and marketing cost required to bring each new Sourcewell member organization under contract.</p> <p>Acquisition Rate: The number of new Sourcewell participating entities that sign contract each quarter.</p> <p>Retention Rate (Churn): The percentage of Sourcewell member organizations that renew their agreements at the end of each contract year.</p> <p>Service Revenue: The average value of professional services engagements sold to Sourcewell members alongside the platform.</p>
<p>7 Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.</p>	<p>3%</p>

Table 6B: Pricing Offered

#	The Pricing Offered in this Proposal is: *	Comments
7 8	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing includes our 10% discount for public entities and will apply to all Sourcewell participating entities.

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

#	Question	Response *
7 9	Provide a detailed description of the Solution	We are proposing a comprehensive suite of cloud-based software solutions and professional communication services spanning both RFP categories. The HR flip platform is built around a set of core capabilities shared across all modules, complemented by features specific to each solution. Together with our professional services,

<p>nsoffered, including used Solution if applicable, offered in the proposal.</p>	<p>we offer a fully integrated solution that addresses the complete wellness and open enrollment needs of Sourcewell participating entities. This includes:</p> <ul style="list-style-type: none"> - Wellness (Quality of Life) - Open Enrollment - Benefits - Professional Services <p>Quality of Life Platform: Summary and Features The HRflip platform provides a module for wellness branded Quality of Life because we see employee wellness as a personalized, multidimensional experience designed for real-life impact. Rather than offering a disconnected set of wellness tools that go underutilized, we deliver a single, intelligent platform that supports every dimension of employee well-being including physical health, mental health, financial stability, social connection, career development, and purpose. The platform is designed to meet employees where they are throughout the entire year while giving HR leaders the data and insight they need to optimize their employee wellness investments.</p> <p>Platform Features AI-Powered Personalization: A brief onboarding quiz captures each employee's goals, health priorities, and life changes, immediately generating a curated set of wellness content recommendations tailored to that individual. Recommended content is refreshed continuously based on each employee's evolving engagement and life stage, ensuring the experience always feels personally relevant.</p> <p>Wellness Challenges: Individual and team-based wellness challenges spanning physical fitness, mindfulness, nutrition, hydration, financial health, and more. Employees select a challenge, work toward their goals solo or with teammates. When part of a team, they engage through a live leaderboard, community forum, and social sharing tools that build meaningful connections.</p> <p>Virtual Wellbeing Coaching: By seamlessly integrating with the employer's EAP and provider programs, they can bring personalized one-on-one virtual coaching sessions offered through providers together in one, easy-to-use platform.</p> <p>On-Demand Fitness Classes: On-demand fitness classes accessible anytime and anywhere, empowering employees to stay active regardless of location, shift, or time zone.</p> <p>Wellness Content Library: A rich, curated content ecosystem spanning physical inspiration, emotional balance, financial preparation, social connection, educational growth, purpose and meaning, mental wellbeing, community engagement, and condition management. Content is segmented by employee group, location, and language, and organized into intuitive searchable rooms that employees can explore at any time of year.</p> <p>Social Community and Cheer Board: A community space where employees can share wellness milestones, photos, words of encouragement, and personal moments with colleagues. Employees can mention teammates, like posts, comment, and upload photos or documents, fostering a culture of connection and belonging across locations, shifts, and time zones.</p>
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Incentive Management: Incentive structures are fully configurable to support digital badges and awards with no monetary value, employer HSA contribution tied to participation thresholds, or tangible prizes sourced in collaboration with our network of over 300 benefits providers and program partners.

Reporting and Analytics: Real-time engagement analytics covering active users, wellness room visits, challenge participation, webinar attendance, team sentiment insights, and communications performance. Automated scheduled email reports and post-event summary reports give HR leaders the insights they need to continuously optimize their wellness strategy.

HR Flip Open Enrollment

Our Open Enrollment module reimagines the annual benefits enrollment experience as an engaging, personalized, and easy-to-navigate journey for employees and their families. Rather than relying on printed guides, scattered emails, and static portals, we deliver a fully branded, interactive virtual environment that brings all benefits information, vendor resources, decision support tools, and live assistance together in one place. The platform is equally accessible on desktop and mobile, supports hybrid, remote, and in-person workforces, and is designed to reduce HR administrative burden while significantly improving employee participation and benefits understanding. Features include:

Branding and Customization: Full white-label branding with the organization's own logo, domain, and visual identity throughout the entire employee experience. Multiple lobby and room design themes are available including workshop, live event, and contemporary layouts. Custom welcome videos and branded welcome messages are configurable for each event.

Personalization: A brief employee quiz captures goals and life changes for the upcoming benefit year and immediately generates a personalized set of content recommendations. Recommended content is surfaced prominently in the lobby and kept within easy reach throughout every visit. Content rooms can also be segmented by employee group, location, elected benefits, and life stage, with automatic translation into the employee's preferred language.

AI-

Powered Virtual Assistant: Available 24 hours a day, 7 days a week to answer benefits and enrollment questions conversationally in real time. Delivers segmented responses tailored to each employee's individual profile, coverage details, and organizational context. When human support is desired, employees can also submit questions after hours for call-back or email response from a benefit expert.

AI-

Powered Decision Support: Employees can access plan comparison resources and receive guided content recommendations to help them understand their options and make informed enrollment decisions. Direct links to comparison documents are provided within the assistant experience.

Live Engagement Tools: Live one-on-

one chat through SMS and mobile messaging with HR or benefits representatives are available and often scheduled during OE periods. When outside the scheduled time, employees may always submit a question and receive direct answers from the benefit experts.

Content and Vendor Rooms: Pre-built rooms for the top 25 benefits providers are included and ready to customize, populated with curated content gathered directly from carriers including descriptions, resources, FAQ and tips, videos, and webinars. Administrators can add their own personal touch and adjust content for each organization's specific programs.

Activity Checklists and Event Schedules: Actionable task lists guide employees through required enrollment steps with optional time limits and reminders. Event schedules display session times, webinar dates, and important deadlines, with calendar integration available.

Webinars and Live Sessions: Live and recorded webinars are fully integrated into the platform. Employees can register, receive confirmation emails and reminders, and view recorded sessions at any time. The platform integrates with preferred webinar and video conferencing tools including Zoom and Microsoft Teams.

Gamification and Drawings: Drawings, raffles, and prize eligibility can be tied to specific activities, room visits, or event completions to encourage full platform engagement. Games including crossword puzzles, word search, Wordle, jumble, and quiz of the day keep employees engaged throughout the enrollment period.

Polls and Surveys: Single-question polls with instant results, multi-question surveys, and event exit surveys provide HR administrators with real-time employee feedback. Results can be exported anonymously or identified for further analysis.

Digital Forms: Fully configurable HR forms for attestations, leave requests, reimbursements, and more, with digital signature options and flexible delivery to case management systems, managers, or export.

Event Registration: Employees can register for virtual events, webinars, classes, and programs and receive automated confirmation emails and reminders. Administrators can export the real-time registration list at any time.

Communications and Promotions: Push notifications, email, SMS, and in-platform popups promote the enrollment event, live chat availability, webinar schedules, and important reminders to drive employee attendance and participation.

Mobile Application: The full open enrollment experience is available through the native HR flip iOS and Android app, including room exploration, live chat, push notifications, and messaging.

Biometric Screening Services and Coordination: For participating entities seeking biometric screening as part of their wellness program, we coordinate services through a curated network of trusted third-party screening providers. Each organization is matched with the most appropriate provider based on their location(s), workforce size, and specific program requirements, ensuring locally supported, logistically practical screening services regardless of geography. Available screening formats include on-site employer events, health fair integration, and lab-based options for distributed workforces, covering standard biometric measures such as blood pressure, cholesterol, glucose, BMI, and body composition. All screening services are delivered in full HIPAA compliance, and aggregated results can be integrated with the HR flip Quality of Life platform to inform personalized wellness recommendations and incentivize tracking.

Reporting and Analytics: Real-time engagement analytics covering total visitors, sessions, rooms visited, webinars joined, mobile app usage, push notification performance, and communication tracking. Period-over-period comparison reports, automated email reports with full data attachments, raffle winner management, and post-events summary reports are all generated automatically.

Accessibility and Language Support: Support for over 70 languages with automated or local translation and video subtitles in multiple languages. The platform is WCAG and ADA compliant, ensuring full participation for all employees regardless of ability.

Privacy and Security: The platform is SOC2 certified and HIPAA compliant, with industry-standard data encryption protocols. Your data is stored exclusively within the United States or Canada.

Integrations: Compatible with Workday, Alight, Salesforce Marketing Cloud, HubSpot, WordPress, SharePoint, Calendly, Vimeo, YouTube, Google, Zoom, and Microsoft Teams, and many more for a seamless user experience.

HRflip Benefits Module

Our Benefits Hub module builds on the foundation of the Open Enrollment platform and expands its scope far beyond the annual enrollment period, transforming it into an always-on, centralized benefits communication and engagement hub. Where Open Enrollment focuses on guiding employees through their annual plan decisions, Benefits Hub connects employees to their full benefit ecosystem year-round, covering health and life insurance, retirement programs, voluntary benefits, life events, leaves and time off, plan resources and legal notices, and much more. Benefits content is gathered directly from carriers and program partners, carefully curated to reflect each organization's specific offerings, and organized into intuitive, searchable rooms that employees can explore at any time of year. Just like the Open Enrollment module, content is automatically segmented by employee group, location, and language, ensuring that every employee sees the information that is most relevant to their situation, role, and needs.

Professional Communications Services

Pier2Marketing is a full-service marketing firm with deep experience serving clients across healthcare, education, government, and technology. We bring together the best-in-class HR technology platform (HRflip) and the professional marketing expertise to ensure employees are aware of, engaged with, and acting on the programs their employers provide.

Our HR-

focused professional services are available as stand-alone engagements or as fully integrated complements to the HRflip platform, and include the following:

Communication Strategy: We develop comprehensive internal communications plans that align wellness and open enrollment messaging to the organization's culture, workforce composition,

	<p>ition, and program goals. This includes defining audience segments, communication channels, message cadence, and key milestones across the annual benefits and wellness calendar to ensure employees receive the right information at the right time.</p> <p>Benefit Guides: Our creative and content teams design and write clear, engaging, and visually compelling benefit guides that help employees understand their options and make informed decisions. Guides are written in plain language, designed for readability, and available in print and digital formats, with multilingual versions available to serve diverse workforces.</p> <p>Promotional Collateral: We design and produce a full range of promotional material to drive employee awareness and participation in wellness and open enrollment programs, including email templates, newsletters, digital banners, slack channels, postcards, tabletop cards, and pull-up banners. All collateral is branded to the organization's visual identity and aligned to the campaign strategy.</p> <p>Program Branding: We develop distinctive brand identities for wellness programs and open enrollment campaigns that give each initiative its own voice, personality, and visual presence. Strong program branding increases employee recognition, builds anticipation, and drives sustained engagement throughout the benefit year.</p> <p>Microsite Design and Development: For organizations that need a dedicated digital destination beyond the HR flip platform, we design and develop custom microsites that serve as a centralized online hub for many programs.</p> <p>Content Development: Our team develops all forms of benefits and wellness content including program descriptions, FAQ documents, video scripts, webinar presentations, email copy, and social intranet posts. Content is written to be clear, engaging, and actionable, with a consistent voice aligned to the organization's brand and communications standards.</p> <p>In-Person Event Management: We plan, design, and manage in-person wellness fairs, benefits information sessions, and open enrollment events from end to end. This includes event strategy and logistics, vendor coordination, signage and environmental design, materials production, and on-site management to ensure a seamless and engaging experience for employees and administrators alike.</p> <p>Printing and Mailing: We coordinate the production, printing, and direct mailing of benefits and wellness communications materials, managing the full logistics process so HR administrators can focus on their people rather than production timelines. Multilingual printing is available to support diverse employee populations.</p>
<p>8 Within this ORFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services</p>	<p>Wellness engagement programs and platform Biometrics screening services and coordination Wellness incentive management Health coaching Wellness program management and related services Open Enrollment Support Health Plan decisions support Enrollment Technology Open Enrollment Support</p>

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Table 7B: Depth and Breadth of Offered Solutions

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

#	Category or Type	Offered *	Comments
1	Category 1: Wellness engagement programs and platforms	Yes No	Offered through HRfli pplatform. <input type="radio"/>
2	Category 1: Biometrics screenings services and coordination	Yes No	Offered through trusted network of providers .
3	Category 1: Wellness incentivemangement	Yes No	Offered through HRfli pplatform. <input type="radio"/>
4	Category 1: Health coaching	Yes No	Direct and offered through trusted network of providers depending on location.
5	Category 1: Wellness program management and related services, such as data analytics, predictive modeling, wellness program branding, strategic planning, and on-site wellness center management, but only to the extent that such services are complementary to a proposer's offering of the solutions described in 73-76 above.	Yes No	Offered through professional services and program management .
6	Category 2: Open Enrollment Support	Yes No	Offered through HRfli pplatform.
7	Category 2: Health Plan decisions support including but not limited to virtual plan comparison tools	Yes No	Offered through HRfli pplatform. <input type="radio"/>
8	Category 2: Enrollment Technology for health plans and other benefit enrollment	Yes No	Offered through HRfli pplatform and integration with client's current HCM platform (e.g. Workday)
8	Category 2: Open Enrollment Support and related services, but only to the extent		Offered through professional

<p>9 tent that such services are complementary to the proposer's offering of the solutions described in 78-80 above.</p>	<p>Yes No</p>	<p>ssional services and program management</p>
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Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

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

- [Pricing](#) - 2026 HRflip Sourcewell Price Sheet.pdf - Monday April 06, 2026 20:25:11
- Financial Strength and Stability (optional)
- Marketing Plan/Samples (optional)
- [WMBE/MBE/SBE or Related Certificates](#) - Pier 2 Marketing SAM DFARS.pdf - Monday April 06, 2026 20:30:49
- [Standard Transaction Document Samples](#) - 2026 HRflip PO & Terms.pdf - Monday April 06, 2026 20:31:03
- [Requested Exceptions](#) - 040226_Master_Agreement_PH.docx - Monday April 06, 2026 20:31:20
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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. - Paul Hamel, Co-Founder & COO, Pier 2 Marketing LLC

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 obligations contemplated in the solicitation proposal.

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 040226 Wellness Program Engagement, Open Enrollment Support and Related Services Mon April 6 2026 08:22 AM	<input checked="" type="checkbox"/>	1
Addendum 3 040226 Wellness Program Engagement, Open Enrollment Support and Related Services Fri March 6 2026 01:11 PM	<input checked="" type="checkbox"/>	2
Addendum 2 040226 Wellness Program Engagement, Open Enrollment Support and Related Services Tue February 24 2026 07:07 AM	<input checked="" type="checkbox"/>	2
Addendum 1 040226 Wellness Program Engagement, Open Enrollment Support and Related Services Thu February 19 2026 02:22 PM	<input checked="" type="checkbox"/>	1