



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

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Lifemark Occupational Health and Wellness Inc., 85 Citizen Court #17, Markham, ON Canada L6G 1A8 (Supplier).

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

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

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

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

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

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

*3. Use; Quality Control.*

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

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

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

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

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

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

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

## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

\$2,000,000

4. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone

policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

## **19. COMPLIANCE**

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

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

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

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

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

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

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

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending

Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

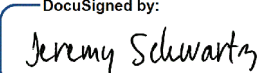
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

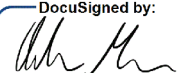
**22. CANCELLATION**

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

Sourcewell

Lifemark Occupational Health and Wellness Inc.

DocuSigned by:  
  
By: \_\_\_\_\_  
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DocuSigned by:  
  
By: \_\_\_\_\_  
CB2F98609BD04E9...

Jeremy Schwartz  
Title: Chief Procurement Officer

Adam Grabowski  
Title: SVP & General Counsel

Date: 8/11/2022 | 3:59 PM CDT

Date: 8/12/2022 | 10:27 AM EDT

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
8/12/2022 | 9:49 AM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
*Peter Stymiest*  
By: E8E44B7516704CE...  
Peter Stymiest  
Title: CEO  
8/11/2022 | 12:50 PM PDT  
Date: \_\_\_\_\_

# RFP 051922 - Wellness Engagement Program Solutions and Related Services

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## Vendor Details

Company Name: Lifemark  
1 Yonge Street, Suite 402  
Address: Toronto, Ontario M5S 1E6  
Contact: Jean Boda  
Email: rfp@lifemark.ca  
Phone: 437-241-9301  
HST#:

## Submission Details

Created On: Friday April 01, 2022 11:15:30  
Submitted On: Thursday May 19, 2022 11:53:09  
Submitted By: Jean Boda  
Email: rfp@lifemark.ca  
Transaction #: d3086cf8-aea2-4ed5-86cc-be98fe66d6f0  
Submitter's IP Address: 192.206.151.130

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Lifemark Occupational Health and Wellness Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Lifemark Health Group
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Lifemark Workplace Health and Wellness, Lifemark
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A
5	Proposer Physical Address:	85 Citizen Court #17 Markham, ON L6G 1A8
6	Proposer website address (or addresses):	www.lifemark.ca
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Name and Title: Rene Deschamps, VP Strategic Partnerships Address: 1 Yonge St, Unit #402 Toronto, ON Email: Rene.Deschamps@Lifemark.ca Phone: (416) 627-1409
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name and Title: Leah Staff, Director Workplace Health and Wellness Address: 85 Citizen Court Unit #17, Markham, ON L6G 1A8 Address: Leah.Staff@Lifemark.ca Phone: (647) 822-6964
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name and Title: Rida Junejo, Client Services Manager Address: 85 Citizen Court Unit #17 Markham, ON Email: Rida.Junejo@Lifemark.ca Phone: 1-855-444-0834 EXT 8272

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

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Lifemark Health Group is a national, diversified Canadian healthcare company. Over the past 25 years, the company has grown by acquisition to include over 300 facilities across Canada with locations in ten provinces providing integrated health, occupational wellness services, medical assessments and rehabilitation services. Since its inception, the company has focused on bringing together the top medical and rehabilitation practitioners to deliver the highest quality health care to clients. Our experienced, friendly and expert staff ensure our clients receive the highest quality health services available. Our team of professionals is composed of over 3,500 physiotherapists, occupational therapists, kinesiologists, ergonomists, chiropractors, psychologists, exercise physiologists, massage therapists, physiotherapy assistants, nurses, physicians (occupational health physicians, orthopaedic surgeons, physiatrists, psychiatrists and other specialists) and, disability management specialists across Canada.</p> <p>-Workplace Health and Wellness We assist employers with absence management, both occupational and non-occupational, health promotion and injury prevention programs as well as health surveillance, treatment and management strategies through our broad scope of services. Our work and experience spans across both the public and private sectors across Canada and employers from various industries ranging in size up to 26,000 employees.</p> <p>-Medical Assessments For over 25 years, we have been an industry leader, setting service standards in the independent assessment industry and delivering high quality products. We have 8 administrative offices across the country and are a national provider of independent medical, psychological, functional and allied health assessments for a number of different referral segments including: Life and Health Insurers, Government and Public Sector Organizations, Auto and Casualty Insurers, Employers, Workers' Compensation Boards, and the Legal community.</p> <p>-Rehabilitation Services We provide a comprehensive range of short or long term rehabilitation services to our clients. Using our wide network of health care professionals, customized rehabilitation programs are developed to help clients achieve optimal health, quick recovery from illness, injury or surgery and a safe return to work. Our clinical staff participate in ongoing education to stay current and involved in innovative rehabilitation techniques. We offer a multitude of rehabilitation programs that are accredited by CARF International, an achievement that signals our commitment to high quality services that are continuously enhanced to meet the needs of our clients.</p>	*
11	What are your company's expectations in the event of an award?	A lead time to operation of 6 weeks upon execution of the awarded contract. Outside urban areas may require more time.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Lifemark has the infrastructure, expertise and resources, financial stability and partnerships to successfully deliver the services within this contract. Please refer to the supporting documents in the document upload section	*
13	What is your US market share for the solutions that you are proposing?	Zero	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>Lifemark Health Group is a national, diversified Canadian healthcare company. Over the past 25 years, the company has grown by acquisition to include over 300 facilities across Canada with locations in ten provinces providing integrated health, occupational wellness services, medical assessments and rehabilitation services. Our team of professionals is composed of over 3,500 physiotherapists, occupational therapists, kinesiologists, ergonomists, chiropractors, psychologists, exercise physiologists, massage therapists, physiotherapy assistants, nurses, physicians (occupational health physicians, orthopaedic surgeons, physiatrists, psychiatrists and other specialists) and, disability management specialists across Canada.</p> <p>Workplace Health and Wellness We assist employers with absence management, both occupational and non-occupational, health promotion and injury prevention programs as well as health surveillance, treatment and management strategies through our broad scope of services. Our work and experience spans across both the public and private sectors across Canada and employers from various industries ranging in size up to 26,000 employees. Lifemark has experience in delivering over 300 biometric/health fair screening clinics a year across the country in unionized and non-unionized environments.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Service provider - Lifemark Workplace Health &amp; Wellness is offering coverage for the following services:</p> <p>a. Wellness engagement programs and platforms;  b. Biometric screening services and coordination;  c. Wellness incentive management;  d. Health coaching; and,  e. Wellness program management and related services, such as data analytics, predictive modeling, wellness program branding, strategic planning, and on-site wellness center management.</p> <p>All services are provided by Registered Health Care Professionals who operate as casual contract workers. RHPs that are included in our national roster are registered nurses, licensed nurse practitioners, registered practical nurses.</p>
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Nurses have applicable certifications in their province of practice. Registered nurses or Registered Practical Nurses/Licensed Practical nurses will hold current registration in good standing, annual CPR certification. All of our nurses are required to review the Policies and Procedures annually and are trained on all aspects of screening and counselling based on biometric results. Lifemark employs and contracts experienced registered medical professionals and who are licensed and in good standing with their respective Colleges. Our professionals will uphold all standards of practice as set forth by their respective Colleges to the best of their ability.</p> <p>We utilize the services of Registered Nurses and we maintain information from each staff member on file, such as:</p> <ul style="list-style-type: none"> <li>• Security and credit check upon employment</li> <li>• Proof of current registration with their regulating bodies</li> <li>• Updated resumes including recent training</li> <li>• Compliance with the Personal Information Protection and Electronic Documents Act (PIPEDA) and any other applicable regional or federal privacy legislation</li> <li>• Compliance with the Accessibility for Ontarians with Disabilities Act (AODA) and all related training requirements.</li> </ul> <p>We have a comprehensive training program for our staff with annual or more frequent refreshers, depending upon the topics covered. We have program manuals which relate to our individual screening clinics to guide the clinicians to ensure consistency of interaction and clinic service delivery.</p> <p>Lifemark manages an extensive affiliate clinic network, which enables us to further enhance geographical coverage for our customers. Our affiliates sign a confidential contract with Lifemark that details their obligations to Lifemark and our customers. We maintain accountability for the services provided by our affiliates and monitor their performance and invoicing through our secure web-based system designed for outcome collection and invoicing. The training and oversight for our affiliate network is managed by our Strategic Partnership Coordinator and Account Managers.</p> <p>Lifemark provides training at the time of hire, with topics including but not limited to: Lifemark Procedures and Policies, Clinic Manuals, AODA, Safe Handling Techniques.</p> <p>Nurses complete generalized training and specific training on services provided through Workplace Health and Wellness. Competency quizzes ensure knowledge transfer, and each nurse as a 1:1 training session with Lifemark National Nurse Lead to ensure they are prepared, competent and support to deliver excellent service. In addition, Lifemark requires annual review and a certification check while encouraging all staff to engage in continuous learning opportunities. At the beginning of every calendar year, or at the time of renewal of licenses/registrations as applicable, all clinical staff and affiliate clinics are required to submit the following attestations to the VP of Strategic Partnerships:</p> <ul style="list-style-type: none"> <li>• Compliance with the Personal Information Protection and Electronic Documents Act (PIPEDA) and any other applicable provincial or federal privacy legislation</li> <li>• Compliance with the Accessibility for Ontarians with Disabilities Act (AODA) and all related training requirements.</li> <li>• Maintenance of business continuity plans and procedures that enable the clinic to continue to provide services in any emergency event or situation that could prevent or interrupt performance of its duties</li> <li>• Confirmation that all clinical staff are in good standing with their respective College or licensing body</li> <li>• Confirmation that the clinic is in good standing, and holds current licenses with any provincially or federally legislated bodies necessary</li> </ul>

18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*
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**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Lifemark takes pride in earning the highest recognition of achievement in quality and service standards through CARF International, an internationally recognized, highly rigorous quality management system. We have maintained this accreditation for over 9 years. CARF has been statistically proven to improve quality outcomes in the delivery of health care services. Our Quality Management System, recently audited and registered under CARF, has transformed our service delivery to be focused on innovation, efficiency and drive higher quality care. CARF Registration offers the following benefits: <ul style="list-style-type: none"> <li>• Verifies that our organization follows quality standards for customer satisfaction, service delivery, reporting processes, and continual improvement;</li> <li>• Ensures all processes for service delivery are developed from the perspective of client satisfaction;</li> <li>• Views all complaints as opportunities for improvement; they become company assets rather than liabilities;</li> <li>• Ensures any deviation from standard is documented, investigated, addressed by a corrective action procedure, and then followed up until the standard is achieved;</li> <li>• Is a "closed circle" quality system, where data becomes direction for action and action leads to improvement</li> </ul> *Additionally, previous to joining Lifemark, Leah Staff, Director of Workplace Health and Wellness was the Corporate Director of 5 wellness programs that were recognized by Benefits Canada for Communication, Engagement or Wellness Program of the Year <1,100 employees	*
20	What percentage of your sales are to the governmental sector in the past three years	14% of divisional revenue for 2019 - 2021 was earned by servicing government sectors.	*
21	What percentage of your sales are to the education sector in the past three years	N/A	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
Department of Public Health New Brunswick / Département de la santé publique du Nouveau-Brunswick	Nadia Drisdelle RN, BScN (shejelle) Prevention and Control/Prevention et Controle. Department of Public Health New Brunswick / Département de la santé publique du Nouveau-Brunswick Email / Courriel : nadia.drisdelle2@gnb.ca	506- 229-2407	*
Hydro One Networks Inc.	Mari Evans, BScN, RN, COHN(C) Occupational Health Nurse, Health & Wellness, NO3 Email: Mari.Evans@HydroOne.com	Tel:(416) 689-7154 Fax:(416) 981-8737	*
The City of Calgary   Mail code: #84 Floor 11, Municipal Building   P.O. Box 2100, Station M, Calgary, AB Canada T2G 2M5	Justin Loranger Healthy Workplace Coordinator Total Rewards & Healthy Workplace, Human Resources Justin.Loranger@calgary.ca	403.512.5806	*

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Provincial Government	Government	AB - Alberta	Disability Management Fitness for Work Medicals Audiometric reviews Medical Directorship Respiratory Medical Reviews Pulmonary Function Testing Independent Medical Exams Functional Capacity Evaluations Cognitive Ability Evaluations	N/A	\$150,000/year
Municipal Government	Government	AB - Alberta	Pre-employment Medicals Audiometric Clinics on site Mask Fit Testing Clinics on site Periodic/Annual medicals Early Intervention Program Job Demands Analysis Development Educational Seminars	N/A	\$750,000/year
Health Authority	Government	AB - Alberta	Disability Management Services Ergonomic Assessments Functional Capacity Evaluations	N/A	\$1 million/year
Municipal	Government	NS - Nova Scotia	Preplacement Medicals Annual/Periodic Medicals Fitness to Work Medicals Screening for audiometric and mask fit testing Drug & Alcohol Testing Job Demands Analysis Development Rehabilitation Services	N/A	\$200,000 to \$250,000 / year
Critical Safety	Government	ON - Ontario	Nursing Support, Flu vaccinations and biometric screenings	N/A	\$768,000

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

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

Line Item	Question	Response *
26	Sales force.	N/A
27	Dealer network or other distribution methods.	Enterprise clients such as but not limited to: LifeWorks, Manulife, Aon, GoodLife, Sun Life. These large insurance and benefits organizations refer clients directly to Lifemark for servicing of flu immunization, biometric screening clinics, health education seminars, occupational health services, nurse health coaching and more. The model can either be that Lifemark coordinates and interacts with the end customer directly, or some choose to have their own Wellness Consultant be the intermediary between Lifemark and the end customer.



28	Service force.	<p>We have a roster of 250 casual, contract RNs, RPNs, LPNs and Pharmacists across all 10 provinces.</p> <p>Lifemark implements an account management structure that results in the best possible services for our clients. Our service delivery model is based on:</p> <ul style="list-style-type: none"> <li>• Servicing our clients and exceeding their expectations;</li> <li>• Ensuring all services are integrated through one point of contact;</li> <li>• Ensuring the necessary resources are in place to deliver the services; and</li> <li>• Undertaking continuous process improvements with our clients.</li> </ul> <p>Lifemark is able to maintain a streamlined customer services experience for all proposed regions. The Account Manager is the single point of contact for the participating Sourcewell entities and the Service Coordinator will act as the back-up contact.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>We coordinate directly with prospective and active clients.</p> <p>Information required to provide a quote:</p> <ol style="list-style-type: none"> <li>1. Number of workplace locations</li> <li>2. Address of each location</li> <li>3. Number of employees at each location (Please note there is a minimum clinic charge)</li> <li>4. Estimate of participation (typically 25% - 50% of workforce)</li> <li>5. Level of biometric screening service</li> </ol> <p>Please refer to the attachment "Booking your Biometric Screening Clinic" uploaded in the Required Document sections</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p><b>Policy</b></p> <p>In order to assess the client's perception of the quality and level of customer service and clinical care received while in the clinic, clients are invited to complete a survey, either in hard copy or online. All surveys are submitted to the VP Quality Improvement, who ensures the compilation of the aggregate information by clinic and region and distributes it back to management at regular intervals throughout the year.</p> <p>We are committed to providing quality service for our clients and we aim to go beyond the clients expectations .</p> <p>We aim to ensure that:</p> <ol style="list-style-type: none"> <li>1. Making a request is as easy as possible;</li> <li>2. Problems are dealt with promptly, politely and with the utmost respect for confidentiality;</li> <li>3. We learn from our clients' feedback and use it to improve our service, review annually our client satisfaction process and procedures.</li> </ol> <p><b>Purpose</b></p> <p>Client satisfaction is a valid and reliable reflection of the quality of service provided within all Lifemark programs. Measures of client satisfaction are an essential component of program evaluation. To help improve the quality of service provided, it is recognized that the client should be given the opportunity to assess the quality and appropriateness of their treatment program. This form of evaluation will assist the organization, including the treatment teams, to better identify potential problems, evaluate quality of care, and design more effective programs that satisfy the needs of all clients and participants.</p> <p><b>Procedure</b></p> <ol style="list-style-type: none"> <li>1. All clients are invited to complete a survey in hard copy or online at, or close to, the completion of their wellness services.</li> <li>2. All completed surveys for each month are submitted to National Office with month end marked to the attention of VP Quality Improvement.</li> <li>3. Data received from the surveys is entered into a spreadsheet for each region. Analysis of the data is performed quarterly and provided via analytical report.</li> <li>4. Participants' comments and feedback are also recorded at the end of their clinic appointment and provided to the Account Manager.</li> <li>5. The Client Satisfaction results will be discussed at quarterly communication meetings for further planning and performance improvement.</li> </ol> <p>Furthermore, please refer to our Quality Assurance Targets, our Client &amp; stakeholder Complaint Process Policy as well as our Incident Reporting &amp; Investigation Policy uploaded in the Required Documents Section.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	N/A	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Lifemark is able to provide comprehensive programs in services in a variety of Sourcewell participating entities throughout Canada. Our experience includes remote sites such as the Canadian territories, Northern BC and Alberta oil workcamps. To be able to serve remote locations, Lifemark requests the longest lead time possible, optimally between 8 – 12 weeks. This ensures that we are able to find the best pricing for travel and secure all necessary logistics for any location that would be considered a challenge.</p> <p>The lead times are determined by region. As mentioned above, we are able to plan in any region with a required lead time of 8 – 12 weeks and based on available transportation. If the location is in a rural area, more than 150 km from a metropolitan area, such as cities, towns and major industrial centres.</p> <p>Any additional time provided for the planning and coordination of clinics, especially remote or multi-site programs, allows Lifemark to provide the best service to your customers at the right price.</p> <p>In the course of providing services across large rural and remote geographical areas, there is a cost for travel applied to the quote, and will require additional approval before and work is undertaken.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Lifemark will not serve the US through this contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>N/A</p> <p>Lifemark will not serve the US through this contract.</p>	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Lifemark has a robust, in-house marketing team with the experience to develop and roll-out rich, informative and timely content, these communications pieces include, but are not limited to: newsletters, blogs, service descriptions, communiqués, etc. The final details of a communications plan will be discussed at the time of award. Please find uploaded samples of marketing materials in the ""Required Documents""section (MHC Flyer, Booking you Biometric Screening & Pricing) Additionally, please refer to our website, <a href="https://www.lifemarkworkhealth.ca/services/workplace-wellness/health-education">https://www.lifemarkworkhealth.ca/services/workplace-wellness/health-education</a> where up-to-date access to Nurse Health Coaching is promoted.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Lifemark promotes and communicates initiatives on social media as a platform to share news, successes and support initiatives. The various social media platforms include Facebook, Instagram and Twitter. We also integrate content marketing across these platforms to demonstrate leadership, support and expertise across a number of topics and issues. For thought leadership content, we utilize blogs, while also leveraging different content formats such as video and illustrative graphics in addition to looking for opportunities to curate and reshare content from other experts and leading associations, where applicable. Lifemark will consult with participating entities to review all communications, advertising and promotional activities. Lifemark's digital solution is called MyHealthCheck and is a proprietary application that meets all data security and personal health information protection regulations. It provides an easy to use, self-service portal for capturing data and reporting. Lifemark's MyHealthCheck platform allows clients access to the aggregated data report. The end user will be able to see their results immediately on the tablet and through an email log-in link. The results are available to them indefinitely. Our digital solutions are all accessible to the paying customer. The cut-off dates will be determined by the client or 30 days following the end of the program. Lifemark's MyHealthCheck application: <ul style="list-style-type: none"> <li>• Is fully mobile, web-based system for use on a smart phone or tablet computer</li> <li>• Provides point of collection digital interface provides immediate Report Card results for the employee</li> <li>• Is equipped with Health Slider for participant to alter individual data results and see the impact on their health score</li> <li>• Supports immediate, on the spot health coaching provided by the nurse.</li> <li>• Provides report card that includes global region-specific behaviour modification recommendations based on identified risks</li> <li>• Sends an email reminder to the employee within 24 hrs which provides a link that is accessible to the employee at any time, has single-sign-on integration with existing employer platforms</li> <li>• Provides the participant access to their results which includes Year over Year statistics and</li> <li>• provides insight to links between behaviours and health risks</li> </ul> This tool is specific to Health and Wellness services, Lifemark also offers access to our online registration portal, for employees to sign up for their appointments, see their health report card.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	SourceWell will be able to provide direction on the best approach to overall communications, introduction of services and further customization for each client program. Lifemark is committed to training Sourcewell and participating entities' sales team upon implementation. We want our services to be well understood and easy to promote to your clients by providing detailed service descriptions, informative communications materials and highlight the benefits of wellness programming. Annual training will be scheduled per your requirements or at the time of a program update
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	N/A

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Entities who wish to monitor the registration of their employees, are trained in a one to one virtual call on how to access the Lifemark portal.	*
41	Describe any technological advances that your proposed products or services offer.	Lifemark has been very successful in the pursuit and application of the best technologies and applications possible for the benefit of our customers and staff. Lifemark's program MyHealthCheck is our proprietary point of care data collection system that will most benefit customers. This is an industry standard software and Lifemark's proprietary application ensures ease of use, comprehensive aggregate and individual reporting and adherence to all privacy and regulatory guidelines. Lifemark has an engaged team supporting and developing our Nurse Portal which improves staffing and scheduling management, overall clinic management and integrated Quality Assurance. In addition, Lifemark will be providing streamlined integrated data between our global service delivery partners, following privacy and security requirements to offer a true one-stop-shop for Biometric Screening and health coaching services.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Lifemark recognizes the need to be accountable for short and long-term environmental impacts. Our company is part of the FitWel program, committed to creating a future where every building supports the well-being of its occupants and surrounding communities. Internally, we have set a target to be paperless by 2023 and we are committed to working with organizations that embrace sustainability in their processes, a factor that we consider in our procurement of suppliers. Of note, one of our largest suppliers that has the most potential to impact sustainability is Staples, and they have shared with us their comprehensive sustainability, environment, and workplace ethics policies.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*

<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>With the MyHealthCheck app, biometric screening with Lifemark has never been easier. Employees receive health education during a one-on-one session with a Registered Nurse to help them understand their risks for chronic conditions like diabetes, high blood pressure, hypertension, heart disease, cardiovascular disease, mental health and more. Employees will learn how to improve their health, including tips for managing stress, increasing physical activity, healthy eating and if necessary, written direction to follow up with their family doctor. Immediate results with the MyHealthCheck app</p> <p>During their session with a registered nurse, employees receive:</p> <ul style="list-style-type: none"> <li>• Immediate results covering key health data points such as cholesterol levels, blood sugar, Body Mass Index (BMI) and cardiovascular health</li> <li>• Personal report card which highlights their moderate and high risks</li> <li>• Interactive experience using the data modifiers on the app to immediately see the health impact of improving their results</li> <li>• Nurse coaching to modify and improve their health behaviours</li> <li>• Link to their personal report card via email</li> <li>• Access to a portal with Year over Year statistics and insight to links between behaviours and health risks</li> </ul> <p>Nurse Health Coaching can be provided virtually. The HRA is also completed online following a biometric health screening. MyHealthCheck is a point of care data collection system that is unique in the Canadian market. The MyHealthCheck application is:</p> <ul style="list-style-type: none"> <li>- Fully mobile, web-based system for use on a smart phone or tablet computer</li> <li>- Point of collection digital interface provides immediate Report Card results for the employee</li> <li>- Report card includes global region-specific behaviour modification recommendations and costs based on identified risks</li> <li>- Email reminder to the employee within 24 hrs which provides a link that is accessible to the employee at any time, single-sign-on integration with existing employer platforms</li> <li>- Employee access to portal includes Year over Year statistics and provides insight to links between behaviours and health risks</li> <li>- Immediate results allow for impactful health coaching with the nurse . Personal Report Card highlights moderate and high risk result for chronic health risks such as diabetes, hypertension, cardiovascular disease, obesity, mental health and more.</li> <li>- Nurse coaches employee on how to modify, improve their health behaviours. Interactive data modifier feature shows the participant improving biometric results will positively impact their overall health.</li> </ul> <p>Participant receives link to their Personal Report Card via email the following day.</p>
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**Table 9: Performance Standards or Guarantees**

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

Line Item	Question	Response *
46	Describe any performance standards or guarantees that apply to your services	<p>Performance Standards</p> <ul style="list-style-type: none"> <li>• All services are delivered by the appropriate medical professionals.</li> <li>• All medical professionals maintain good standing within their designations.</li> <li>• Initial inquiries are responded to within 24 hours</li> <li>• Advance notice will be provided to plan an event: <ul style="list-style-type: none"> <li>o 4-6 weeks for Urban Regions</li> <li>o 6-8 weeks for Rural Regions</li> <li>o 8-12 weeks for Remote Regions</li> </ul> </li> <li>• Equipment failure is to be reported by the vendor to Client within 24 hours of occurrence. <ul style="list-style-type: none"> <li>o Should this require a redo of testing:</li> <li>o Retest will be re-booked as soon as possible based on availability of tools, nurse and participant.</li> <li>o Cost for retesting in this case will be absorbed.</li> </ul> </li> <li>• Incident reporting - uploaded in the "Required Documents" section - (medical emergency, confrontation, deviation from norm) is to be reported by the vendor to the participating Sourcewell Entity within 24 hours of the occurrence.</li> <li>• In communicating with the participating Sourcewell Entity customers, all communications must be corresponded to within 2 business days.</li> <li>• If appointment blocks are made available during a clinic, same day registrations take place on-site and add an additional 5 minutes to the appointment time.</li> <li>• Cancellation policy will be set in place in agreement with client. Last minute individual cancellations will be charged at the full price</li> </ul>
47	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Please refer to the Plans and Policies listed below uploaded in the "Required Documents" section</p> <ul style="list-style-type: none"> <li>• Cancellation Policy</li> <li>• Business Continuity and Disaster Recovery Plans <ul style="list-style-type: none"> <li>o Business Continuity Plan</li> <li>o Emergency Management Plan</li> </ul> </li> <li>• Incident Reporting &amp; Investigation Policy</li> <li>• Client &amp; Stakeholder Complaint Process Policy</li> </ul>

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

Line Item	Question	Response *
48	Describe your payment terms and accepted payment methods.	Monthly invoices, 30 day term.
49	Describe any leasing or financing options available for use by educational or governmental entities.	N/A
50	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Service Agreement - uploaded in the "Required Documents" section.
51	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, we do not utilize P-card procurement payment process.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
52	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please refer to the following documents uploaded in the "Required Documents" section : <ul style="list-style-type: none"> <li>•Lifemark Onsite Health Screening Clinics - standard pricing 2022</li> <li>•Sourcwell Onsite Health Screening Clinics - pricing 2022</li> <li>•Lifemark Standard HRA Pricing</li> </ul>
53	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<ul style="list-style-type: none"> <li>•Biometric screening prices have been discounted between 4% - 9%. Revenue bands increase that discount to between 4% - 12%. Note that deepest discount possible was made at the first level.</li> <li>•Nurse Health Coaching is discounted 4.5%</li> <li>•HRA is discounted 16.6% - 28.5%</li> </ul> Please refer to Pricing Documents in the "Required Documents" Section
54	Describe any quantity or volume discounts or rebate programs that you offer.	Please refer to "Sourcwell - Discount Revenue Bands - pricing" uploaded in the "Required Documents" section
55	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Requests for additional services will be quoted at the time of request. Offerings such as travel immunizations, health education seminars, ergonomics, and occupational health services are available.
56	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All associated fees have been outlined.
57	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A
58	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A
59	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Nurse Health Coaching can be provided virtually. The HRA is also completed online following a biometric health screening.</p> <p>MyHealthCheck is a point of care data collection system that is unique in the Canadian market. The MyHealthCheck application is:</p> <ul style="list-style-type: none"> <li>- Fully mobile, web-based system for use on a smart phone or tablet computer</li> <li>- Point of collection digital interface provides immediate Report Card results for the employee</li> <li>- Report card includes global region-specific behaviour modification recommendations and costs based on identified risks</li> <li>- Email reminder to the employee within 24 hrs which provides a link that is accessible to the employee at any time, single-sign-on integration with existing employer platforms</li> <li>- Employee access to portal includes Year over Year statistics and provides insight to links between behaviours and health risks</li> <li>- Immediate results allow for health coaching with nurse</li> <li>- Personal Report Card highlights moderate and high risk results</li> </ul> <p>Nurse coaches employee on how to modify, improve their health behaviours. Interactive data modifier feature shows the participant improving biometric results will positively impact their overall health.</p> <p>Participant receives link to their Personal Report Card via email.</p>

**Table 12: Pricing Offered**

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

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
61	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Lifemark implements an account management structure that results in the best possible services for our clients. Our service delivery model is based on:</p> <ul style="list-style-type: none"> <li>• Servicing our clients and exceeding their expectations;</li> <li>• Ensuring all services are integrated through one point of contact;</li> <li>• Ensuring the necessary resources are in place to deliver the services; and</li> <li>• Undertaking continuous process improvements with our clients.</li> </ul> <p>The Account Manager Rida Junejo, will oversee program quality for participating entities and Sourcewell. Working closely with the various client contacts, she will review meeting schedules, communication plans, feedback forms and be the contact for any issues that may arise during the implementation and delivery of the services.</p> <p>Lifemark is able to maintain a streamlined customer services experience for all Canadian regions. The Account Manager is the single point of contact for the participating entity. Lifemark Account Manager will also maintain the referral and service processes.</p> <p>Gaye Sydenham is Lifemark's Vice President of Quality Improvement &amp; Innovation. She works with all our managers to ensure all our staff work within the provincial and federal governing legislation. No matter the circumstances, Lifemark adheres to privacy principles as a normal course of conducting our business.</p> <p>Lifemark is proud of our achievement of CARF certification across Canada. All documents containing confidential information are securely stored as per privacy and security guidelines outlined on supporting document MHC Security - highview 2022 and on our website: <a href="https://www.lifemark.ca/privacy-policy">https://www.lifemark.ca/privacy-policy</a>. Quarterly reporting as described in the contract template will be adhered to. A template copy Contract Sales Activity Report - Lifemark, is provided in the "Required Documents" section.</p>



62	<p>If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.</p>	<p>Biometric screening metrics:</p> <ul style="list-style-type: none"> <li>• Evaluation completed by each participant after their screening is completed (wellness event evaluation questionnaire uploaded in the “Required Documents” section)</li> <li>• Evaluation results provided in aggregate to client</li> </ul> <p>Nurse Health Coaching metrics:</p> <ul style="list-style-type: none"> <li>• Rapport between coach and participant                             <ul style="list-style-type: none"> <li>o Consistency in Coach/Participant one-on-one relationship</li> <li>o Exemplary communication skills foundational to Coaches’ skill set</li> <li>o Semi-annual onsite events and/or coaching sessions</li> </ul> </li> <li>o participants are encouraged to fill out an evaluation to discuss their coaching experience (health coaching evaluation questions)                             <ul style="list-style-type: none"> <li>• Tracking behaviours</li> <li>o Coach will track</li> </ul> </li> </ul> <p>Tracking</p> <ul style="list-style-type: none"> <li>• Coaches will track: engagement frequency, behaviour modifications by participant</li> <li>• Program will track: Aggregate engagement frequency and behaviour modifications</li> </ul> <p>Program Lead</p> <ul style="list-style-type: none"> <li>• Virtual meetings with Lifemark Program Lead and client o review program successes, gaps and opportunities</li> </ul>	*
63	<p>Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.)</p>	<p>1.5%</p>	*

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

Line Item	Question	Response *
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64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<ul style="list-style-type: none"> <li>• BIOMETRIC SCREENING <ul style="list-style-type: none"> <li>o On-site confidential appointment with a nurse to help employees reduce their health risks while improving their baseline.</li> <li>o Use of CardioCheck, a blood sample analyzer that uses a fingerstick to quickly measure total cholesterol, HDL cholesterol, triglycerides, and glucose. It also calculates LDL and TC/HDL ratios.</li> <li>o Every employee receives instant biometric results with the MyHealthCheck app including: <ul style="list-style-type: none"> <li>• Health data results of blood pressure, cholesterol levels, lipid panel, blood sugar (A1C or glucose), Body Mass Index (BMI), waist circumference, body composition, cardiovascular risk assessment, and smoking status</li> <li>• Personal report card highlighting moderate and high risks</li> <li>• Interactive experience using the data modifiers on the app to immediately see the health impact of improving their results</li> <li>• Nurse coaching to modify and improve their health behaviours</li> <li>• Link to their personal report card via email</li> <li>• Access to a portal with Year over Year statistics and insight into links between behaviours and health risks</li> </ul> </li> <li>o The employee receives a result consultation and health improvement recommendations as well as some take-away health resources, including information from the Heart and Stroke Foundation and the Canadian Diabetes Association</li> <li>o The program includes promotion materials, online registration, and aggregate reports for management.</li> </ul> </li> <li>• NURSE HEALTH COACHING <ul style="list-style-type: none"> <li>o Employee meets individually with a registered nurse to discuss their personal health and wellness concerns and goals.</li> <li>o Specific education from the nurse and recommended behaviour changes for the employee to mitigate the risks of health concerns like heart disease, stroke, diabetes, obesity, hypertension, blood pressure, stress, and sleep.</li> <li>o Advise in action steps on lifestyle behaviours such as physical activity, nutrition, sleep hygiene, drug and alcohol intake, stress, and smoking cessation.</li> <li>o Participation in Mental health questionnaires such as: <ul style="list-style-type: none"> <li>• WHO (Five) Well-Being Index</li> <li>• Patient Health Questionnaire (PHQ-9)</li> <li>• Patient Health Questionnaire (PHQ-2)</li> <li>• Framingham Risk Score (FRS) - Estimation of 10-year Cardiovascular Disease (CVD) risk</li> </ul> </li> </ul> </li> </ul> <p>Please refer to the documents uploaded in the "Required Documents" section:</p> <ul style="list-style-type: none"> <li>• "Scope of services provided"</li> <li>• "WHO 5_ Mental Health"</li> <li>• "PHQ9 - EN"</li> <li>• "PHQ-2_English"</li> <li>• "CVC Risk - Framingham Risk Score FRS"</li> <li>• "Lifemark - On-site Health Screening Clinics - pricing 2022"</li> <li>• "Sample Aggregate Report - MyHealthCheck 2022"</li> </ul>
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65	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<ul style="list-style-type: none"> <li>• BIOMETRIC SCREENING                             <ul style="list-style-type: none"> <li>o A1C and Glucose tests</li> <li>o Blood Pressure</li> <li>o Total Cholesterol</li> <li>o Lipid Panel (HDL Cholesterol, TC:HDL Ratio, Triglycerides, LDL)</li> <li>o Waist Circumference</li> <li>o Body Mass Index (Height, Weight)</li> <li>o Body Composition</li> <li>o Smoking Status</li> <li>o 10-year Cardiovascular Risk Assessment (CVD)</li> </ul> </li> <li>• NURSE COACHING:                             <ul style="list-style-type: none"> <li>o Heart disease</li> <li>o Stroke</li> <li>o Hypertension</li> <li>o Blood pressure</li> <li>o Stress</li> <li>o Sleep</li> <li>o Physical activity</li> <li>o Diabetes</li> <li>o Nutrition</li> <li>o Obesity</li> <li>o Sleep hygiene</li> <li>o Drug and alcohol intake</li> <li>o Smoking cessation</li> <li>o Mental Health Questionnaires:                                     <ul style="list-style-type: none"> <li>• WHO (Five) Well-Being Index</li> <li>• Patient Health Questionnaire (PHQ-9)</li> <li>• Patient Health Questionnaire (PHQ-2)</li> <li>• Framingham Risk Score (FRS) - Estimation of 10-year Cardiovascular Disease (CVD) risk</li> </ul> </li> </ul> </li> </ul> <p>Please refer to the documents uploaded in the "Required Documents" section:</p> <ul style="list-style-type: none"> <li>• "Biometric Screening - Measurement Descriptions Jan 2022"</li> <li>• "Scope of services provided"</li> <li>• "WHO 5_ Mental Health"</li> <li>• "PHQ9 - EN"</li> <li>• "PHQ-2_English"</li> <li>• "CVC Risk - Framingham Risk Score FRS"</li> </ul>
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**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments
66	Wellness engagement programs and platforms	<input checked="" type="radio"/> Yes <input type="radio"/> No	<ul style="list-style-type: none"> <li>•Lifemark provides an online SSO registration platform for employees to book appointments.</li> <li>•MyHealthCheck report card is provided via their online profile and accessible to compare year over year results</li> </ul>
67	Biometric screening services and coordination	<input checked="" type="radio"/> Yes <input type="radio"/> No	MyHealthCheck point of care data collection, dedicated service coordinator assigned to each participating entity as outlined in doc Booking Your Biometric Screening Clinic
68	Wellness incentive management	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tracking can be provided for participants to receive appropriate incentives as assigned by the employer
69	Health coaching	<input checked="" type="radio"/> Yes <input type="radio"/> No	Nurse Health Coaching
70	Wellness program management and related services, such as data analytics, predictive modeling, wellness program branding, strategic planning, and on-site wellness center management, but only to the extent that such services are complementary to a proposer's offering of the solutions described in line items 66 - 69 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Aggregate reports are provided at the end of each Biometric screening campaign. Site contacts can meet with a Lifemark specialist to review the findings and identify strategic next steps to improve employee health. Please refer to the Sample Aggregate Report uploaded in the "Required Document" Section

## 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.

### 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](#) - TABLE 11 - Pricing and Delivery.zip - Thursday May 19, 2022 11:36:48
  - [Financial Strength and Stability](#) - TABLE 2 - Financial Strength and Stability Documents.zip - Wednesday May 18, 2022 16:18:15
  - [Marketing Plan/Samples](#) - TABLE 7 - Marketing Plan & Samples.zip - Wednesday May 18, 2022 16:19:23
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - TABLE 9 - Performance Standards or Guarantees.zip - Thursday May 19, 2022 09:44:03
  - [Standard Transaction Document Samples](#) - Lifemark - Health Screening On-site Service Agreement (Table 10).pdf - Thursday May 19, 2022 09:48:25
  - [Upload Additional Document](#) - Lifemark\_Additional Documents.zip - Thursday May 19, 2022 09:55:14

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Rene Deschamps, VP Strategic Partnerships , Lifemark Occupational Health and Wellness Inc.

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

Yes  No

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

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

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