



Solicitation Number: RFP#100319

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Lincoln Financial Group**, 18100 Von Karman Ave., Suite 440, Irvine, CA 92612 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

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 November 22, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, 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 Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member'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 Member's requested delivery location.

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, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members 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.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- 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 Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member'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. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

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

7. CUSTOMER SERVICE

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

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

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, 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, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable 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 Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell 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 Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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 thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcwell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcwell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **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, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcwell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

12. AUDITS

Sourcwell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **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 Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. 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.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor 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.* Vendor 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). 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-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor 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 Vendor'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 Vendor 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, Vendor 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 Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. 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. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

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

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

Members 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. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor'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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (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, Vendor 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, Vendor 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). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor'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.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (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 Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations &
Procurement/CPO

Date: 11/22/2019 | 8:28 PM CST

Lincoln Financial Group

DocuSigned by:
By: Mike Walsh
3157A113C2F848C...
Mike Walsh

Date: 12/2/2019 | 11:35 AM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO

Date: 11/22/2019 | 8:29 PM CST

RFP 100319 - Group Employee Benefits and Related Services

Vendor Details

Company Name: Lincoln National
Does your company conduct business under any other name? If yes, please state: Lincoln Financial Group
Address: 8801 Indian Hills Dr
Omaha, Nebraska 68114
Contact: Mike Walsh
Email: Mike.Walsh@lfg.com
Phone: 619-244-5044
HST#:

Submission Details

Created On: Tuesday September 17, 2019 11:20:51
Submitted On: Wednesday October 02, 2019 12:19:05
Submitted By: Mike Walsh
Email: Mike.Walsh@lfg.com
Transaction #: a8881ff7-4de4-4802-9499-cb49a5effd35
Submitter's IP Address: 72.197.153.14

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Lincoln Financial Group
2	Proposer Address:	18100 Von Karman Ave. Suite 440, Irvine, CA 92612
3	Proposer website address:	www.LFG.com
4	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):	Mike Walsh, 4250 Executive Square, Ste. 700 La Jolla, CA 92037
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Walsh, 4250 Executive Square, Ste. 700 La Jolla, CA 92037
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Walsh, 4250 Executive Square, Ste. 700 La Jolla, CA 92037

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
-----------	----------	------------

<p>7</p>	<p>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>	<p>For more than 110 years, Lincoln Financial Group has been dedicated to helping Americans secure better futures for themselves and their loved ones.</p> <p>In 1905, a group of Fort Wayne business leaders came together to create a life insurance company based on dependability, honesty and service. Named after our nation's greatest leader, our company has excelled for over a century at turning challenges into new opportunities for growth and protection—for Americans and America.</p> <p>Today, as Lincoln Financial Group, we're a well-recognized family of companies steeped in our namesake's ideals. We work together with financial professionals, employers and organizations to help individuals and families confidently plan their financial futures and protect their loved ones.</p> <p>Family of companies At Lincoln Financial Group, we work together as a single enterprise focused on supporting, preserving and enhancing people's lifestyles and retirement outcomes.</p> <p>Our parent company, Lincoln National Corporation, and its affiliates operate under the marketing name of Lincoln Financial Group.</p> <p>Our insurance companies THE LINCOLN NATIONAL LIFE INSURANCE COMPANY (FORT WAYNE, IN) The Lincoln National Life Insurance Company is one of the oldest and largest stock insurance companies in the United States. Like Abraham Lincoln, its famous namesake, Lincoln has a commitment to integrity and excellence that began the first day it opened for business in 1905. LINCOLN LIFE & ANNUITY COMPANY OF NEW YORK (SYRACUSE, NY) Lincoln Life & Annuity Company of New York is one of the few licensed insurers in New York state. The company provides a high level of customer service that continues to broaden, introducing additional annuity, retirement planning and insurance products.</p> <p>Our affiliates LINCOLN FINANCIAL DISTRIBUTORS® Lincoln Financial Distributors market and sell Lincoln-manufactured variable and fixed annuities, life insurance and investment management products through financial advisors, financial intermediaries and sales professionals.</p> <p>LINCOLN FINANCIAL ADVISORS® Through more than 2,000 planners nationwide, Lincoln Financial Advisors and Sagemark Consulting offer personalized financial planning services to determine the right strategy for each client. Lincoln Financial Advisors also serves the employer sponsored retirement plan market.</p> <p>LINCOLN FINANCIAL SECURITIES CORPORATION Lincoln Financial Securities Corporation provides long-term financial solutions to individuals and small businesses. The corporation offers securities and insurance-related programs sold through a nationwide network of independent financial professionals chosen for their knowledge, credibility and commitment.</p> <p>LINCOLN FINANCIAL FOUNDATION Through the Lincoln Financial Foundation, Lincoln Financial Group sets aside up to 2% of its pre-tax earnings each year for charitable contributions in the communities where we maintain a strong business presence.</p>
<p>8</p>	<p>What are your company's expectations in the event of an award?</p>	<p>Our expectations are to partner with Sourcewell and provide the best employee benefits products and services to Sourcewell members.</p>
<p>9</p>	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as AM Best Rating, Moody's Investors Service, Standard and Poors, Fitch, financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Lincoln National Corporation #187 on the 2019 Fortune 500 list by revenue, #23 by assets.¹ Second quarter 2019 On June 30, 2019, Lincoln reported assets under management of \$260 billion, total adjusted statutory capital of approximately \$9.4 billion³ and cash and invested cash of \$474 million at the holding company.⁴ Key metrics for the second quarter 2019 include:</p> <ul style="list-style-type: none"> • Total average account balances of \$256 billion • Adjusted operating revenues of \$4.5 billion • Net income of \$363 million • Adjusted income from operations of \$478 million • \$150 million in share repurchases during the quarter <p>The Lincoln National Life Insurance Company Lincoln Life & Annuity Company of New York A.M. Best A+ (2nd highest of 16) A+ (2nd highest of 16) Fitch A+ (5th highest of 19) A+ (5th highest of 19) Moody's A1 (5th highest of 21) A1 (5th highest of 21) Standard & Poor's AA- (4th highest of 21) AA- (4th highest of 21)</p>

10	What is your US market share for the solutions that you are proposing?	Rank \$ millions 1 MetLife \$67,941 2 Prudential \$62,992 3 AFLAC \$21,758 4 Lincoln Financial \$16,424 5 Principal Financial \$14,237 6 Reinsurance Group of America \$12,876 7 Unum Group \$11,599 8 Pacific Life \$10,699 9 Mutual Of Omaha Insurance \$9,347 10 Brighthouse Financial Group \$8,965	*
11	What is your Canadian market share, if any?	Our employee benefits is only offered in US at this time.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	What is the legal relationship between the proposer and its agents/marketing representatives/brokers/distributors? How will the agents/marketing representatives/brokers/distributors be bound by terms of the Master Contract?	Agents must be licensed in all states which products are distributed and sold. In partnership with our agents, Lincoln will ensure that the contracts written are bound by the terms of the Master Contract.	*
14	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.	All agents and representatives that sell insurance products for Lincoln must hold a Life and Health insurance license in the state which the group resides. Lincoln representatives and all partnering agents must hold licenses in order to do any business.	*
15	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	Not applicable.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Best Place to Work for Disability Inclusion For the fourth consecutive year, Lincoln Financial earned a 100% score and the honor of Best Places to Work for Disability Inclusion, according to the 2019 Disability Equality Index® (DEI). The Best Employers for Women Lincoln Financial ranks #68 among 300 employers on the list, and the achievement follows its recent inclusion on this year's Forbes Best Employers in America list. Forbes America's Best Employers 2019 2019 Corporate Equality Index (CEI) Forbes Best Employer for Diversity 2019 Forbes Best Employers for Women 2018 Forbes America's Best Employers 2018 Forbes Best Employer for Diversity 2018 2018 Disability Equality Index® 2018 Corporate Equality Index (CEI) 2017 Lincoln Earns Perfect Score on The 2017 Disability Equality Index® 2017 Lincoln Financial Group Receives 100 Percent Rating in Corporate Equality Index Lincoln Financial Group Named to Forbes America's Best Employers 2017 List 2016 Best Life Insurance Company in America 2016 Lincoln Financial Group Recognized as "Best Place to Work for LGBT Equality" in 2016 Corporate Equality Index 2015 Best Life Insurance Company in America	*
17	What percentage of your sales are to the governmental sector in the past three years	20%	*
18	What percentage of your sales are to the education sector in the past three years	10%	*
19	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell (currently), Self-Insured Schools of California, Inland Empire Health Plan.	*
20	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Not Applicable.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
Sourcewell	Ryan Donovan	218-894-5461	*
Pima County	Kelsey Braun	520-724-7466	*
Pasadena Area Community College District	Christina Zamora	Available upon request	*

Table 5: Top Five Government or Education Customers

Line Item 22. 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 *	
Sourcewell	Government	Minnesota - MN	Life, Disability, Dental products	10,000 employees.	\$3M	*
n/a	Non-Profit	California - CA	Life and Disability group products.	4,000 employees	\$1.3M	*
n/a	Education	California - CA	Life and Voluntary Life group products	30,000 employees	\$3.2M	*
n/a	Education	Texas - TX	Dental Group Products	15,000 employees	\$7M	*
n/a	Government	Florida - FL	Life, Disability and Worksite products	12,000 employees	\$4M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if 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 *	
23	Sales force.	Lincoln has a sales force of over 180 representatives that distribute employee benefit products to our customers.	*
24	Dealer network or other distribution methods.	Our primary distribution is through a broker and consultant market. Lincoln partners with all broker distributors on a national level to supply our customers with employee benefit programs. We will also sell directly to public entity groups in partnership with their procurement and HR teams.	*
25	Service force.	Our service force consists of over 200 account managers in our local markets we sell business. Account management is primarily responsible for meeting and maintaining relationships and being a direct service representative for our customers. We have over 300 employees located in our home office who are there to support our sales and service teams. We have over 300 claim resources who are available for claim processing of Life, Disability and Dental claims.	*
26	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>Lincoln can support the program with a single service team. We will assign a dedicated Senior National Account Manager that will be specifically assigned to service the Sourcewell account. Her primary job responsibility will be dedicated to Sourcewell.</p> <p>a. Also, please describe the level of account support that will be allocated to this account at your firm on a day-to-day basis for:</p> <p>i. service support There will be daily service support available for the program as a whole and individual service support for groups and individual members. This will be from all aspects of need, included but not limited to local service support, claims service, implementation and customer service.</p> <p>ii. strategic management Strategic meetings will be held necessary as fit. Ideally, we anticipate a minimum of quarterly meetings to review strategy and program management. If strategic meetings need to go up or down from quarterly, we are happy to adjust. Our goal is to provide the level of support Sourcewell, Alliant and member groups need from us.</p> <p>iii. sales and business growth support Sales support and business growth will be reviewed constantly. Mike Walsh will be the lead contact from Lincoln for business growth and support. He will work with Alliant on a daily basis to ensure sales and growth goals are hit.</p> <p>iv. and other relevant areas that will require resource dedication from your firm In addition to local account and support for the program and members, we feel that it's necessary to have a dedicated implementation manager who will be familiar with the intricacies of the Sourcewell block of business and on boarding. The most important aspect of bringing a new client on board is to do it quickly and efficiently. We feel if we have a dedicated implementation manager, it will help build rapport with clients and broker partners. Additionally, we will be providing the Sourcewell block with a dedicated claims team for each line of coverage. This will help ensure speedy and quick claim decisions and will enhance the customer experience.</p>	*
27	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All geographical areas of the US will be served. Employee benefits are not offered in Canada.	*
28	Identify any Sourcewell Member 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?	None.	*
29	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	None.	*

Table 7: Marketing Plan

Line Item	Question	Response *
30	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.	Should Lincoln Financial be chosen as the carrier for Sourcewell, one of our goals is to grow the program in new markets and expand the national footprint. We plan to help achieve this in a number of ways. We will first identify any key geographical areas Sourcewell and Alliant feel the program can grow. We will also provide recommendations on areas we feel the Sourcewell program can be a good fit for us. Once geography is figured out, we will help identify any potential co-broker opportunities for the program. Lincoln will facilitate the co-broker meetings between Sourcewell/Alliant. We will also identify any possible groups on a national basis that could be a good fit for the program. Ultimately, we want the Sourcewell program to be an option for all markets to utilize and sell business into. Lincoln has the broker resources and relationships in place to achieve this growth.
31	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As a technology leader, Lincoln is enhancing our systems and online tools on an ongoing basis. This includes utilizing technology over various platforms from direct marketing to our customers, social media, on-line platforms and traditional media outlets.
32	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?	Our view is that Sourcewell will be a recognized name brand within the public sector market and that when Lincoln bids on public sector business the procurement departments at those groups will have familiarity with what Sourcewell can bring to the table which will put more trust into the products we are offering. Lincoln wants to partner with Sourcewell as much as possible in growing our business together. We value the relationship that Sourcewell can bring to the table in terms of recognition within the public sector on a national basis and in return, we feel we can provide the services and products Sourcewell has come to expect from their partners.
33	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.	Our products and services are not currently available through an e-procurement ordering process. However, Lincoln will regularly respond to governmental and educational customers who post needs for procurement through these means.

Table 8: Value-Added Attributes

Line Item	Question	Response *
34	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is available for all products Lincoln sells. Training is not mandatory but generally speaking all new customers will take our training as claims processing and administration is covered during these training sessions. Training is free of charge and always offered.
35	Describe any technological advances that your proposed products or services offer.	As a technology leader, Lincoln is enhancing our systems and online tools on an ongoing basis; however, we do not anticipate any immediate system upgrades that will directly impact our clients or impact the implementation of benefit plans. We provide advance notification of any planned system upgrades or outages that may impact the client.
36	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.	Lincoln has administrative operations housed in commercial facilities which create minimal direct environmental impact. Lincoln continually strives to lessen the environmental impacts of its operations housed within these facilities, and benchmarks the operation of the facilities using various metrics including those from IFMA, BOMA, Energy Star and LEED-EB. Lincoln invests in projects that reflect long-term, cost-effective improvements while at the same time minimizing environmental impact. Please see attached appendix with more details to this question.
37	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Sourcing products and services from businesses that reflect the demographics of our markets contributes to the sustainability of our customers, our company and the communities in which we operate, work and live. A diverse and inclusive supplier base enhances our brand and reputation, aligns with our overarching commitment to diversity and inclusion and expands the breadth of our supplier talent, capabilities and perspectives.</p> <p>Lincoln Financial Group partners with a variety of organizations in the diversity space. Groups must have a national presence, a strong reputation in both our industry and community, high-quality membership, sponsorship opportunities (business and recruiting) and must be relevant to Lincoln's business and to our competition.</p> <p>Organization include but are not limited to:</p> <p>Association of Latino Professionals in Finance and Accounting (ALPFA), Catalyst, gettinghired.com, Human Rights Campaign (HRC), International Association of Black Actuaries (IABA), National Association of Black Accountants, Inc. (NABA), National Black MBA Association, Inc. (NBMBAA), National Sales Network (NSN), National Society of Hispanic MBAs (NSHMBA), Robert Toigo Foundation, The PhD Project, Sentinels of Freedom Women in Insurance & Financial Services (WIFS), Women's Institute for a Secure Retirement (WISER)</p> <p>For a full detail listing of our accreditations, please refer to the 'Equal Employment Opportunity, Non-Discrimination Provisions, and Supplier Diversity' letter in the appendix section. Please see attached appendix with more details to this question.</p>
38	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>Lincoln Financial Group has a very unique value proposition that no other carrier can offer. The main contact responsible for Sourcewell if Lincoln is rewarded the business will be Mike Walsh. Mike worked at Sun Life Financial from 2008-2015 and was directly involved in the start of the Sourcewell program with Sun Life and the growth of the program up until the end of 2015. He has also been directly involved with Lincoln Financial and the Sourcewell program currently in place with Lincoln. He has worked directly with Sourcewell, Alliant Insurance and other co-brokers who participate in the Sourcewell program. Some of these relationships include Ryan Donovan, Laura Dwyer (Sourcewell Risk Management), Alliant Insurance Sourcewell program team and Jim Ochs from Integrity Employee Benefits. Mike understands the unique needs that Sourcewell requires and the level of service Sourcewell expects from their contracted partners. Mike was directly involved and oversaw all product and contract design, underwriting decisions, service and implement process and claims management process while at Sun Life.</p> <p>Lincoln Financial also specializes in an LTD product designed for the Public Sector. We offer a LTD product on a voluntary basis that pays a benefit on top of any state offered pension benefit, such as, CALPERS in California or PERA in Minnesota. This value added feature can be offered with any LTD product and is a way for our public sector employees who participate in a state funded pension with disability retirement benefits better protect their income and assets. This product feature is offered in all 50 states and enrollment support and materials are made specific to each individual based on their current retirement disability benefits and employer sponsored plan.</p>
39	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Group insurance products are only available in the US at this time.

Table 9: Warranty [Performance Guarantee]

Provide a description of your company's service standards or performance guarantees as it applies to providing a high level of customer service to Sourcewell members and their employees. You may upload representative samples of your performance guarantee materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
40	Enrollment services standards	<p>Your specimen contracts will be completed within 20 business days following receipt of all necessary information by LFG.</p> <p>*Please see attached performance guarantee section in the attachments for a full list of PGs.</p>
41	Claims handling metrics, such as turnaround time, incidence/accuracy, payment/financial accuracy, etc.	<p>90% of all short-term disability claims will have a decision (pay, pend, deny) within five business days of receipt of a complete claim. 95% of STD claims processed will be financially accurate as measured by the absolute dollar value of errors as a percent of the total value of claim payments.</p> <p>LTD claims processed will have a decision (pay, pend, deny) within five business days of receipt of complete claim. 95% of Long Term Disability claims processed will be financially accurate as measured by the absolute dollar value of errors as a percent of the total value of claim payments.</p> <p>95% of life claims will have a decision (pay, pend, deny) within five business days of receipt of complete claim. 95% of life claims processed will be financially accurate as measured by the absolute dollar value of errors as a percent of the total value of claim payments.</p> <p>90% of Dental claims will have a decision (pay, pend, deny) within seven business days of receipt of complete claim. 95% of Dental claims processed will be financially accurate as measured by the absolute dollar value of errors as a percent of the total value of claim payments.</p> <p>*Please see attached performance guarantee section in the attachments for a full list of PGs.</p>
42	Benefits communication and education	<p>Your specimen contracts will be completed within 20 business days following receipt of all necessary information by LFG. Education and communication pieces will also be provided and supplied within this time frame.</p> <p>*Please see attached performance guarantee section in the attachments for a full list of PGs.</p>
43	Member services metrics	<p>Lincoln's goal is to manage our call center to less than a 5% abandon rate and to answer calls in under 60 seconds.</p>
44	Renewals metrics	<p>Account Management client satisfaction guarantee based on survey results average rating of 3 or higher on a scale of 1-5. Semi-annual face to face meetings offering claims and financial data and trends as information becomes credible.</p> <p>*Please see attached performance guarantee section in the attachments for a full list of PGs.</p>
45	Any additional performance or service guarantees	<p>Please see attached performance guarantee section in the attachments for a full list of PGs.</p> <p>*Please see attached performance guarantee section in the attachments for a full list of PGs.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
46	What are your payment terms (e.g., net 10, net 30)?	Group premiums are billed on a monthly basis. Groups will have a 60 day grace period to pay premiums. Once the 60 day grace period is up, a Lincoln Financial service representative will reach out to the group letting them know their premium is due.
47	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Not applicable.
48	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Lincoln will provide monthly reporting to Sourcewell for the block of business in place with Lincoln. The assigned Sourcewell Lincoln team will respond to requests for proposals. Once the sold coverages have been confirmed, Lincoln will move forward with implementation. Lincoln will provide quarterly reporting to Sourcewell regarding the program and block of business.
49	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Not applicable.

Table 11A: Depth and Breadth of Offered Products - Part 1

Indicate below whether or not each line of coverage is included in your proposal. For each applicable line of coverage describe additional details regarding the proposed coverage offering, such as pricing or enhancements. For any line of coverage not included in your proposal, respond "N/A" or "not applicable" in the additional details column.

Line Item	Line of Coverage	Offered *	Standard Discount Available *	Details of program offering, price, enhancements *
50	Basic Life	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Standard Sourcewell discounting will be made available for new prospective clients. Lincoln will enhance the product, pricing or contract we take over when there is availability to do so.
51	Basic AD&D	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Standard Sourcewell discounting will be made available for new prospective clients. Lincoln will enhance the product, pricing or contract we take over when there is availability to do so.
52	Voluntary Life - Employee	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Standard Sourcewell discounting will be made available for new prospective clients. Lincoln will enhance the product, pricing or contract we take over when there is availability to do so.
53	Voluntary AD&D - Employee	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Standard Sourcewell discounting will be made available for new prospective clients. Lincoln will enhance the product, pricing or contract we take over when there is availability to do so.
54	Voluntary Life - Spouse	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Standard Sourcewell discounting will be made available for new prospective clients. Lincoln will enhance the product, pricing or contract we take over when there is availability to do so.
55	Voluntary AD&D - Spouse	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Standard Sourcewell discounting will be made available for new prospective clients. Lincoln will enhance the product, pricing or contract we take over when there is availability to do so.
56	Voluntary Life - Child	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Standard Sourcewell discounting will be made available for new prospective clients. Lincoln will enhance the product, pricing or contract we take over when there is availability to do so.

Table 11B: Depth and Breadth of Offered Products - Part 2

Indicate below whether or not each line of coverage is included in your proposal. For each applicable line of coverage describe additional details regarding the proposed coverage offering, such as pricing or enhancements. For any line of coverage not included in your proposal, respond "N/A" or "not applicable" in the additional details column.

Line Item	Line of Coverage	Offered *	Standard Discount Available *	Details of program offering, price, enhancements *
57	Short Term Disability	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Standard Sourcewell discounting will be made available for new prospective clients. Lincoln will enhance the product, pricing or contract we take over when there is availability to do so.
58	Long Term Disability	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Standard Sourcewell discounting will be made available for new prospective clients. Lincoln will enhance the product, pricing or contract we take over when there is availability to do so.

59	Dental	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Lincoln PPO network enhancements has extended our provider reach to 117,337 unique providers and 543,545 access points across the country with providers located in every state. In addition to our PPO network, Lincoln also offers the following plans: DHMO, Maximum Allowable Charge, Indemnity, Voluntary, In Network only and ASO. Our expertise in the dental market allows Lincoln to find a solution for any group.</p> <p>As part of the Sourcewell program, Lincoln will enhance the benefit offering with an emphasis on wellness and including the following benefits at no additional cost: 2 additional cleanings, Adult Fluoride and Oral Cancer Screenings. In addition, our Dental plans come with a free Epic Hearing Service Plan which provides access to high-quality services and hearing aids at discounted rates.</p> <p>Our Dental product also comes with one of the two features at no cost: 1. Maximum Rollover, benefit allows employees to use their unused maximum from a prior year and apply it to the following. Or 2. Max Rewards which doesn't count Type 1 procedures towards the annual calendar year maximum. These two features will be free of charge for the Sourcewell program.</p> <p>All of our Dental members are eligible to download our Dental application for their smartphone. This application is free of charge and allows easy access to Dental ID cards, Network Providers, Claims, and details about plan designs that are in place.</p> <p>As a standard financial feature, Lincoln will offer on a standard basis either a 24 month rate guarantee with an third year rate cap or a 12 month rate guarantee with a second year rate cap.</p>
60	Vision	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>As part of the Sourcewell Vision program, members will have access to a fully insured Vision program with a wide range of benefits for protecting vision health. Additionally, Sourcewell members will add a valued offering with easy administration to their benefits portfolio when other lines of products are offered through Sourcewell and Lincoln.</p> <p>As a Sourcewell offering, groups will benefit from annual eye exams, benefits for eyeglasses (including retailers like Warby Parker, Walmart, CVS, Target and Costco), benefits for contact lenses, choice of in or out of network care with benefit and reimbursement options and user friendly member services. Our vision plan through Sourcewell will not require an ID card nor are claim forms necessary, Lincoln makes the claim process and visiting the Vision provider easy for Sourcewell members.</p> <p>Rates will be guaranteed for a minimum of 24 months with a 36 month option available.</p>
61	EAP	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Lincoln will match the current EAP in place with clients. When available, Lincoln will offer an enhanced version of our EAP called EAP Plus. This program is sometimes offered at an additional cost but when applicable, Lincoln will include at no cost.</p>
62	Accident	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Lincoln's Accident program for Sourcewell will pay employees cash payments if they suffer a covered accidental injury. Our versatile modular design allows Sourcewell members and their employees to tailor the right solutions to align with the core benefits. Lincoln allows more choices and a greater flexibility with our enhanced product offering.</p> <p>Groups are underwritten on a group platform, not individual, which allows the product offerings to fit more seamlessly with the other group products. Lincoln also allows groups to choose to administer their plans on a list bill or self bill basis.</p> <p>The Sourcewell program for Accident will include a Health Assessment Benefit option, full guarantee issue on an annual basis, portability, spouse and child coverage. Our Health Assessment Benefit option allows employees to get reimbursed for annual tests they are probably getting already: Blood testing, bone marrow test, CEA, Chest X-Ray, Pap smear, Breast Ultrasound, to name a few. This benefit option will be a standard offering for Sourcewell groups.</p> <p>In addition, all Sourcewell member groups will get Worksite Travel Accident Assistance free of charge as an added benefit.</p>
63	Critical Illness	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Lincoln's Critical Illness and Cancer program for Sourcewell pays a lump-sum cash payment upon diagnosis of covered illnesses or events. Our straightforward and flexible design for Sourcewell members allows for coverage of separate conditions and simplifies administration.</p> <p>Groups are underwritten on a group platform, not individual, which allows the product offerings to fit more seamlessly with the other group products. Lincoln also allows groups to choose to administer their plans on a list bill or self bill basis.</p> <p>The Sourcewell program for Critical Illness and Cancer include flat or incremental benefit offerings, portability, attained age or issue age pricing, spouse and child coverage and five additional riders including: Health Assessment Benefit, Supplemental Conditions, Accidental Injury, Occupational Disease and Recovery Assistance.</p> <p>All Sourcewell groups with Critical Illness and Accident will get our Health Advocate service free of charge. Health Advocate makes navigating your health care coverage easier and more understandable. Get unlimited confidential support from an experienced Personal Health Advocate who will answer questions, research treatment options, coordinate benefits, resolve billing and claims issues, and much more. This personal, detailed care will help solve problems and alleviate your concerns about coverage.</p>

64	Cancer	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>*Cancer is bundled together under one product with Critical Illness making the product offering simpler to enroll and easier to administer.</p> <p>Lincoln's Critical Illness and Cancer program for Sourcewell pays a lump-sum cash payment upon diagnosis of covered illnesses or events. Our straightforward and flexible design for Sourcewell members allows for coverage of separate conditions and simplifies administration.</p> <p>Groups are underwritten on a group platform, not individual, which allows the product offerings to fit more seamlessly with the other group products. Lincoln also allows groups to choose to administer their plans on a list bill or self bill basis.</p> <p>The Sourcewell program for Critical Illness and Cancer include flat or incremental benefit offerings, portability, attained age or issue age pricing, spouse and child coverage and five additional riders including: Health Assessment Benefit, Supplemental Conditions, Accidental Injury, Occupational Disease and Recovery Assistance.</p> <p>All Sourcewell groups with Critical Illness and Accident will get our Health Advocate service free of charge. Health Advocate makes navigating your health care coverage easier and more understandable. Get unlimited confidential support from an experienced Personal Health Advocate who will answer questions, research treatment options, coordinate benefits, resolve billing and claims issues, and much more. This personal, detailed care will help solve problems and alleviate your concerns about coverage.</p>
65	Gap	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable.
66	Other	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>Lincoln WellnessPATH® is a broad spectrum of our research-based, financial wellness solutions delivered via an interactive online financial wellness tool. Our new online tool is a personalized, interactive solution to help employees set financial goals, prioritize and meet their financial obligations. After completing a short quiz, participants receive a wellness score and actionable steps in four main areas — saving, spending, debt and protection. Features include the ability to aggregate financial accounts, leverage resources and educational tools, establish a budget, monitor cash flow and set goals.</p> <p>This product line is an additional benefit that can be added to our products in place.</p>

Table 11C: Depth and Breadth of Offered Products - Part 3

Indicate below whether or not each contract provision or enhancement is available as part of the coverages included in your proposal. For each applicable contract provision or enhancement identify the attached line(s) of coverage. For any contract provision or enhancement that is not available as part of the coverages included in your proposal, respond "N/A" or "not applicable" in the attached lines of coverage column.

Line Item	Provision/Enhancement	Included *	Extra Cost *	Attached to Line(s) of Coverage *
67	Able to match all basic plan components for existing groups and new groups	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	There are not currently any deviations to the current plans that will adversely affect the Sourcewell program. Our intent is to match to the in force contract benefits using our standard and contractual language provisions. Lincoln Financial will be including an EAP service free of charge with any LTD product sold. EAP is administered through CompPsych and includes four face to face consultations per year.
68	Accelerated Death Benefit	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Life
69	Business Travel	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Life
70	Child Care Benefit	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Life
71	COBRA	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Life and Dental
72	COLA	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Disability
73	Coma Benefit	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Disability
74	Common Carrier	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Life
75	Conversion to Individual Policy after Termination	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Life and Disability
76	Dependent Education Benefit	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Life and Disability
77	Disappearance	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Life
78	Drug/Alcohol Limitation	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Disability
79	Felonious Assault	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Life

Table 11D: Depth and Breadth of Offered Products - Part 4

Indicate below whether or not each contract provision or enhancement is available as part of the coverages included in your proposal. For each applicable contract provision or enhancement identify the attached line(s) of coverage. For any contract provision or enhancement that is not available as part of the coverages included in your proposal, respond "N/A" or "not applicable" in the attached lines of coverage column.

Line Item	Provision/Enhancement	Included *	Extra Cost *	Attached to Line(s) of Coverage *
80	Funeral Assistance	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Life
81	Grief Healing Services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Life
82	Helmet Benefit	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Life
83	Hemiplegia	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Life
84	Layoff/Leave of Absence Coverage	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	All products
85	Legal Services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Disability
86	Disability Continuation	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Disability
87	Loss of one limb	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Life
88	Loss of Sight (One Eye)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Life
89	Loss of speech and loss of hearing	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Life
90	Loss of speech or loss of hearing	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Life
91	Mental/Nervous Limitation	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Disability
92	Online Reporting	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	All product lines

Table 11E: Depth and Breadth of Offered Products - Part 5

Indicate below whether or not each contract provision or enhancement is available as part of the coverages included in your proposal. For each applicable contract provision or enhancement identify the attached line(s) of coverage. For any contract provision or enhancement that is not available as part of the coverages included in your proposal, respond "N/A" or "not applicable" in the attached lines of coverage column.

Line Item	Provision/Enhancement	Included *	Extra Cost *	Attached to Line(s) of Coverage *
93	Paraplegia	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Life
94	Pension Contribution Benefit	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Disability
95	Portability	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Life, Disability, Voluntary
96	Quadriplegia	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Life
97	Rehabilitation Services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Disability
98	Relocation Expense Benefit	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Disability
99	Return to Work Incentive	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Disability
100	Seat Belt/Air Bag Benefit	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Life
101	Survivor Benefit	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Disability
102	Travel Assistance	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Life
103	Will Preparation	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Life

Table 12: Pricing (Other) and Delivery

Provide detailed pricing information for all products not covered in Tables 14 and 15A - 15F in this Table 12. 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 *
104	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.	Our pricing model will be based on a standard discount to the in force rates. To best show how Lincoln will determine and handle cost pricing, please refer to the attached 'Marketing Discretion' document.
105	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.	Our pricing model will be based on a standard discount to the in force rates. To best show how Lincoln will determine and handle cost pricing, please refer to the attached 'Marketing Discretion' document.
106	Describe any quantity or volume discounts or rebate programs that you offer.	Our pricing model will be based on a standard discount to the in force rates. To best show how Lincoln will determine and handle cost pricing, please refer to the attached 'Marketing Discretion' document.
107	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.	In general, for the products we are bidding, they will typically fall within the category outlined within the 'Marketing Discretion' document. If, however, we have nonstandard options, we will work with the client, Sourcwell and Alliant to determine a best means approach to try and win the business. We are very flexible and will do what we can to provide the best cost to Sourcwell members.
108	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.	None.
109	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	Not applicable.
110	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not applicable.
111	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable.

Table 13: Pricing Offered

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

Table 14: Pricing by Line of Coverage

State the proposed composite rate and annual premium for each applicable line of coverage. (Indicate "N/A" if not applicable.) Please note that calculated composites, per line of coverage, will be evaluated as part of the scoring criteria. The distribution or allocation of the respective percentage difference by employer group will be determined post-award.

* The in force volumes and lives stated below were calculated based on a snapshot of the current Sourcwell program at time of analysis.

** The in force composite rate stated below was derived from a snapshot of current Sourcwell program membership volume, premium, and lives.

Line Item	Line of Coverage	Current In Force Composite	Current Volume	Current Lives	Current Annual Premium	Proposed Composite *	Proposed Annual Premium *
113	Basic Life	0.100	719,982,250	17,283	864,373	.10	864,373
114	Basic AD&D	0.020	558,720,583	15,175	133,819	.020	133,819
115	Voluntary Life - Employee	0.165	863,119,623	7,745	1,706,364	.165	1,706,364
116	Voluntary Life - Spouse	0.182	215,036,894	3,576	468,982	.182	468,982
117	Voluntary Life - Child	0.121	30,318,030	3,058	44,048	.121	44,048
118	Voluntary AD&D	0.020	1,458,890,583	9,844	350,344	.020	350,344
119	Short Term Disability	0.334	4,587,277	7,024	1,841,147	.334	350,344
120	Long Term Disability	0.299	28,795,733	5,874	1,032,335	.29	1,032,335

Table 15A: Pricing - Life & DI Marketing Discretion - Basic Life**Line Item 121.** Basic Life Marketing Discretion

Eligible Employees	Minimum Discount - Current Rates *	Minimum Discount - Renewal Rates *	Rate Guarantee (in Months) *
Less than 100	15%	20%	36
100 - 500	10%	15%	36
500 - 1,000	10%	15%	36

Table 15B: Pricing - Life & DI Marketing Discretion - Voluntary Life**Line Item 122.** Voluntary Life Marketing Discretion

Eligible Employees	Minimum Discount - Current Rates *	Minimum Discount - Renewal Rates *	Rate Guarantee (in Months) *
Less than 100	5%	5%	36
100 - 500	5%	5%	36
500 - 1,000	5%	5%	36

Table 15C: Pricing - Life & DI Marketing Discretion - STD**Line Item 123.** Short Term Disability Marketing Discretion

Eligible Employees	Minimum Discount - Current Rates *	Minimum Discount - Renewal Rates *	Rate Guarantee (in Months) *
Less than 100	15%	20%	36
100 - 500	10%	15%	36
500 - 1,000	N/A	N/A	36

Table 15D: Pricing - Life & DI Marketing Discretion - STD (Contributory)**Line Item 124.** Short Term Disability (Contributory) Marketing Discretion

Eligible Employees	Minimum Discount - Current Rates *	Minimum Discount - Renewal Rates *	Rate Guarantee (in Months) *
Less than 100	15%	20%	36
100 - 500	10%	15%	36
500 - 1,000	n/a	n/a	36

Table 15E: Pricing - Life & DI Marketing Discretion - LTD**Line Item 125.** Long Term Disability Marketing Discretion

Eligible Employees	Minimum Discount - Current Rates *	Minimum Discount - Renewal Rates *	Rate Guarantee (in Months) *
Less than 100	15%	20%	36
100 - 500	10%	15%	36
500 - 1,000	10%	15%	36

Table 15F: Pricing - Life & DI Marketing Discretion - LTD (Contributory)**Line Item 126.** Long Term Disability (Contributory) Marketing Discretion

Eligible Employees	Minimum Discount - Current Rates *	Minimum Discount - Renewal Rates *	Rate Guarantee (in Months) *
Less than 100	15%	20%	36
100 - 500	10%	15%	36
500 - 1,000	10%	15%	36

Table 16: Audit and Administrative Fee

Line Item	Question	Response *
127	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 Members 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.	Lincoln will work directly with Alliant Insurance Services so that all members receive the proper pricing. Additionally, we will work together to track and manage all new business sales including reporting for those sales on a quarterly basis. Lincoln will also send Sourcewell monthly statements with sales details and administration fee details for each policy holder.
128	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.	We will provide a full review of claims annually. We feel a bi-annual review of claims data will be needed to effectively monitor pool performance and offer any recommendations for pool improvement. Claims data will be provided in an excel document with key identifiers to show claims activity. This data will be available at the individual group level.
129	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.)	Sourcewell will be compensated 2% of all premium received.

Table 17: Exceptions to Terms, Conditions, or Specifications Form

Line Item 130. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as 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."

- [Financial Strength and Stability](#) - 2018 LNC Annual Report.pdf - Monday September 30, 2019 16:19:04
- [Marketing Plan/Samples](#) - Sourcewell_Marketing Plan.pdf - Tuesday October 01, 2019 23:09:12
- [WMBE/MBE/SBE or Related Certificates](#) - Sourcewell - WMBE_MBE_SBE_Certs.pdf - Monday September 30, 2019 22:19:28
- [Warranty Information](#) - Sourcewell - Warranty Information.pdf - Monday September 30, 2019 22:17:28
- [Pricing](#) - Sourcewell_Pricing.pdf - Tuesday October 01, 2019 23:34:10
- [Additional Document](#) - Sourcewell - Appendix.pdf - Monday September 30, 2019 22:17:47

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver 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.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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. - Michael Walsh, Senior Account Director

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.