



Solicitation Number: RFP#100319

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Sun Life Assurance Company of Canada**, One Sun Life Executive Park, Wellesley Hills, MA 02481 (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. Depending upon specific laws and requirements of specific members, Vendor may require separate underwriting practices. Due to the nature of this Contract, service is not provided within Canada.

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 Sourcewell Price and Product Request Form will be 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 reasonably available to all Members that can legally access the Equipment, Products, or Services under this Contract, and is approved using the Vendor's underwriting practices. 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 Sourcewell 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;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal based upon the monthly premium paid per member under this Contract during each calendar quarter. Payments should note the Sourcewell-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 Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell 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

Sourcewell'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 Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell 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 Sourcewell 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 Sourcewell 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

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

4. *Cyber 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.

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. To the extent permitted by each policy, 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. When available, 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: 12/5/2019 | 9:09 AM CST

Sun Life Assurance Company of Canada

DocuSigned by:
By: Kevin Krzeminski
930928E3E4ED47C...
Kevin Krzeminski

Title: SVP National Accounts
Date: 12/5/2019 | 9:46 AM CST

Approved:

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

Title: Executive Director/CEO
Date: 12/5/2019 | 9:28 AM CST

RFP 100319 - Group Employee Benefits and Related Services

Vendor Details

Company Name: Sun Life
Address: 7900 E. Union Avenue
Suite 320
Denver, 80237 Co
Contact: Ally Goodman
Email: Ally.Goodman@sunlife.com
Phone: 720-431-6436
HST#:

Submission Details

Created On: Friday August 23, 2019 11:15:50
Submitted On: Thursday October 03, 2019 10:15:56
Submitted By: Ally Goodman
Email: Ally.Goodman@sunlife.com
Transaction #: f53013f2-75ac-48c0-a29c-fa4925d74a0f
Submitter's IP Address: 161.69.123.10

Specifications

Table 1: Proposer Identity & Authorized Representatives

| Line Item | Question | Response * |
|-----------|---|--|
| 1 | Proposer Legal Name (and applicable d/b/a, if any): | Our legal company name is Sun Life Assurance Company of Canada. Our marketing name is Sun Life. |
| 2 | Proposer Address: | One Sun Life Executive Park Wellesley Hills, MA 02481 |
| 3 | Proposer website address: | www.sunlife.com/us |
| 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): | Kevin Krzeminski (will ultimately execute the contract) SVP, National Accounts 1 (781) 4461393 Wellesley Hills, Massachusetts Kevin.Krzeminski@sunlife.com Ally Goodman (Authorized to sign the Proposer's Assurance of Compliance) National Account Sales Consultant 7900 East Union Avenue Denver, Co. 80237 Ally.Goodman@sunlife.Com 720-431-6436 |
| 5 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Ally Goodman National Account Sales Consultant 7900 East Union Avenue Denver, Co. 80237 Ally.Goodman@sunlife.Com 720-431-6436 |
| 6 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Susan Murphy National Account Practice Leader Scarborough, ME Susan.Murphy@sunlife.com 207-219-9498 |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|-----------|--|--|
| 7 | 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>History Sun Life was incorporated in Canada in 1865 and entered the United States in 1895.</p> <p>In March 2000, Sun Life demutualized. On June 1, 2007, Sun Life announced the completion of its acquisition of Genworth Financial, Inc.'s U.S. Employee Benefits Group. The acquired business complemented Sun Life's group business platform and increased the company's market share across its U.S. group lines of business. Bringing together the two organizations' market presence and distribution relationships allowed us to offer Clients the best practices and complementary capabilities of both organizations.</p> <p>On March 1, 2016, Sun Life Assurance Company of Canada, a subsidiary of Sun Life Inc., purchased the U.S. Employee Benefits business of Assurant, Inc. The acquired business added new capabilities and scale and made Sun Life U.S. the sixth-largest group benefits business in the U.S.*</p> <p>The transaction included the purchase of a leading Dental business and provider network, a successful Group Life and Disability business, reliable products and capabilities in Voluntary Benefits and Vision, and integrated capabilities in benefits communications, deductions reporting, and administration. The two organizations are working to bring the businesses together under the Sun Life brand.</p> <p>Also included in the transaction was Disability Reinsurance Management Services, Inc., a leader in partnering with other insurers to offer disability products. Disability RMS will continue to operate as a dedicated business unit.</p> <p>With the acquisition, Sun Life's U.S. group business offers an expanded suite of employee benefits in the U.S. and provides insurance protection through more than 60,000 employers in small, medium, and large workplaces across the country.</p> <p>Sun Life expanded its digital capabilities in 2018 with the acquisitions of Maxwell Health. Maxwell Health is an innovative Boston-based technology business, and they offer an advanced employee benefits platform. This platform has full enrollment and benefits administration capabilities for medical, dental, vision, short-term and long-term disability, and voluntary coverages.</p> |

Sun Life intends to lead U.S. Group Benefits, especially in the small and middle-market segments. We are committed to simplifying benefits and delivering enrollment solutions, and we see the acquisition of Maxwell Health as the next step in our efforts to do precisely that.

* The acquiring entity was Sun Life Assurance Company of Canada, a subsidiary of Sun Life Inc. As a result of the transaction, Sun Life's U.S. group benefits business is the sixth-largest group benefits carrier (excluding group healthcare) in the U.S. based on pro forma combined revenue from an internal analysis of publicly available information.

Values

Sun Life's values include:

- Integrity - We are committed to the highest standards of business ethics and good governance.
- Engagement - We value our diverse, talented workforce and encourage, support, and reward them in contributing to the full extent of their potential.
- Client Focus - We provide sound financial solutions for our Clients and always work with their interests in mind.
- Excellence - We pursue operational excellence through our dedicated people, our quality products and services, and our value-based risk management.
- Value - We deliver value to the Clients and shareholders we serve and to the communities in which we operate.
- Innovation - We listen to our Clients to provide them with a better experience through innovative products and exceptional service.

Our philosophy embodies our competitive advantages: Count on Sun Life as a partner to grow with.

Count On Us

We provide stability, longevity, and support that Clients can depend on for years to come. Sun Life has the security you want from an insurance company:

- We've been in the employee benefits business since 1924.
- We are a top 10 provider of disability insurance products.
- We protect over 10 million lives and 34,000 Clients.
- We manage \$2 billion of in-force business.
- We have 34 local sales and service offices all across the country.

Partner With Us

Our Clients notice our service difference right away. We've spent a lot of time studying the way we do business and discovering new ways to make our service easy and accurate. We provide no-hassle implementations, online access to relevant information such as disability claim status, payments, plan documents, and customer service, expert claim management resources, and guaranteed superior service.

Grow With Us

Our flexible plan-designs and enhanced programs deliver practical, caring support. Life plans offer flexible benefit schedules and a strong portfolio of standard services, such as Accelerated Death Benefits, Waiver of Premium, conversion, and portability. Our Group Basic Life plans also come with a choice of value-added services like Emergency Travel Assistance and Online Will Preparation. Clients can choose from a variety of elimination periods, benefit amounts, durations, and maximums. Integrated FMLA administration is available with both self-insured and fully insured STD coverage. Our plans all have a strong return to work focus, and our rehabilitation programs offer customized practical guidance. Our early intervention program helps shorten durations. Also, we provide numerous extras as well as voluntary STD and LTD plans.

8 What are your company's expectations in the event of an award?

Sun Life is looking forward to continuing our current relationship with Sourcewell and it's members. In the event of an award, our expectation is to grow the block of business by \$500,000 on an annual basis and achieve at least 90% persistency.

| <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>The financial strength ratings of Sun Life Assurance Company of Canada – the company that issues all of our group insurance products in the U.S., except in New York – place it among the highest insurance companies in North America. A financially secure group carrier is in the best interest of claimants and beneficiaries. A company's financial stability helps to ensure that Clients and Beneficiaries receive the financial support promised to them—whether they need that support today or decades into the future. As of March 31, 2019, the Sun Life group of companies had total assets under management of \$1.33 trillion. We have the financial strength to pay even the most substantial claims, and our ratings reflect that. We place in the top four levels of each of our independent rating agencies.</p> <p>These rating agencies rate Sun Life Assurance Company of Canada for financial strength:</p> <p>Standard & Poor's: AA- (Very Strong) (Fourth of 20 rating levels) Moody's: Aa3 (Excellent) (Fourth of 21 rating levels) A.M. Best: A+ (Superior) (Second of 16 rating levels)</p> <p>Our outlook is considered positive by Standard & Poor's and stable by Moody's and A.M. Best.</p> <p>The most recent date ratings affirmed: Standard & Poor's: March 14, 2019 Moody's: October 22, 2018 A.M. Best: August 8, 2018</p> <p>Ratings are subject to change. Sun Life Assurance Company of Canada is a member of the Sun Life group of companies. To see current independent financial ratings, visit www.sunlife.com, go to the Investor section, and choose Ratings.</p> <p>"Assets under management" represents results from Continuing Operations as defined in Sun Life's quarterly financial statements, with currency converted to U.S. dollars as of March 31, 2019.</p> <p>We've included documents that detail Sun Life's financial stability with this proposal.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------|---|---|------------|--------|--------------|--|--|------|---------|------------|------|--|-----|---------|------------|------|--|-----|---------|-----------|------|--|-------------------|--|--------|-----------|------|------------------|--|--------|-----------|------|-----|--------|--|---------|------|--------|---------|--|------------|------|--------|--------|--|-----------|------|-------|-----------|-------------|------|--|
| <p>10</p> | <p>What is your US market share for the solutions that you are proposing?</p> | <p>Year End 2018</p> <table border="1"> <thead> <tr> <th>Sun Life</th> <th>Market</th> <th>Market Share</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>Life</td> <td>691,914</td> <td>27,780,839</td> <td>2.5%</td> <td></td> </tr> <tr> <td>LTD</td> <td>531,186</td> <td>13,344,352</td> <td>4.0%</td> <td></td> </tr> <tr> <td>STD</td> <td>358,272</td> <td>9,205,522</td> <td>3.9%</td> <td></td> </tr> <tr> <td>Personal Accident</td> <td></td> <td>29,421</td> <td>1,191,482</td> <td>2.5%</td> </tr> <tr> <td>Critical Illness</td> <td></td> <td>30,523</td> <td>1,648,657</td> <td>1.9%</td> </tr> <tr> <td>Gap</td> <td>17,350</td> <td></td> <td>642,951</td> <td>2.7%</td> </tr> <tr> <td>Dental</td> <td>421,796</td> <td></td> <td>47,437,732</td> <td>0.9%</td> </tr> <tr> <td>Vision</td> <td>32,767</td> <td></td> <td>1,616,224</td> <td>2.0%</td> </tr> <tr> <td>Total</td> <td>2,113,229</td> <td>102,867,759</td> <td>2.1%</td> <td></td> </tr> </tbody> </table> <p>Source: LIMRA Group Benefits Inforce Report</p> | Sun Life | Market | Market Share | | | Life | 691,914 | 27,780,839 | 2.5% | | LTD | 531,186 | 13,344,352 | 4.0% | | STD | 358,272 | 9,205,522 | 3.9% | | Personal Accident | | 29,421 | 1,191,482 | 2.5% | Critical Illness | | 30,523 | 1,648,657 | 1.9% | Gap | 17,350 | | 642,951 | 2.7% | Dental | 421,796 | | 47,437,732 | 0.9% | Vision | 32,767 | | 1,616,224 | 2.0% | Total | 2,113,229 | 102,867,759 | 2.1% | |
| Sun Life | Market | Market Share | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Life | 691,914 | 27,780,839 | 2.5% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LTD | 531,186 | 13,344,352 | 4.0% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Critical Illness | | 30,523 | 1,648,657 | 1.9% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Gap | 17,350 | | 642,951 | 2.7% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Dental | 421,796 | | 47,437,732 | 0.9% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Vision | 32,767 | | 1,616,224 | 2.0% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total | 2,113,229 | 102,867,759 | 2.1% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>11</p> | <p>What is your Canadian market share, if any?</p> | <p>Not applicable as we are not proposing a contract for Canada.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>12</p> | <p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p> | <p>Neither Sun Life nor its affiliates have ever been declared bankrupt or filed for protection from creditors under bankruptcy laws.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>13</p> | <p>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?</p> | <p>Proposer does not use any agents/marketing representatives/brokers/distributors in connection with the sale of the services identified in the Master Contract. All Sun Life products are sold through their sales rep channel. All Sun Life sales representatives are Sun Life W-2 employees holding proper insurance licenses.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>14</p> | <p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p> | <p>Members of the Sun Life group of companies together have licenses to conduct group insurance business in all 50 states. In all states except New York, Sun Life Assurance Company of Canada issues the group insurance policy. In New York, it is issued by Sun Life and Health Insurance Company (U.S.).</p> <p>Sun Life's U.S.-based insurance companies offer group insurance products and services for employer groups located in the United States. The group insurance policies are marketed, distributed, issued, and administered in the U.S. as permitted by law and pursuant to the companies' insurance licenses held in the relevant U.S. states. Similarly, the group products are filed and approved for sale in each state by the applicable state insurance departments.</p> <p>The companies do not operate in the EU, they do not offer nor intend to offer goods or services in the EU, and they do not monitor the behavior of individuals within the EU. As a result, it is our position that the companies are not subject to GDPR.</p> <p>The companies can confirm that they comply with U.S. state and federal privacy and data security laws and regulations applicable to its business, and have implemented a comprehensive privacy and security program designed to protect personal information in a manner consistent with such laws and regulations.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>15</p> | <p>Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.</p> | <p>To the best of our knowledge, neither Sun Life nor its affiliates have been debarred or suspended from contracting with any public entity or had a contract terminated for cause by a public entity.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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 | <p>At Sun Life, delivering excellence is inherent in the way we do business. Every day, we treat our Clients and our employees well. We include our commitment to excellence in the products and services we design and sell and our community involvement.</p> <p>We are proud of the external recognition we have received for these efforts, including the following recent honors:</p> <ul style="list-style-type: none"> • Named as one of the 2018 Global 100 Most Sustainable Corporations in the World – only one of two North American insurance companies in the listing • Listed in the FTSE4Good Index, which provides investors with a list of companies that meet globally recognized corporate sustainability standards, since its inception • Recognized as one of the "Best Places to Work for LGBTQ Equality," in the Human Rights Campaign Foundation's 2018 Corporate Equality Index, for the 10th year in a row • Included in the 2018 Bloomberg Gender-Equality Index, for creating inclusive work environments that support gender equality at all levels • Bentall Kennedy (a member firm of the Sun Life Investment Management group of companies) recognized as one of the top firms in the world for their commitment to sustainable property management and investing, for the seventh consecutive year by the Global Real Estate Sustainability Benchmark • Our President and CEO, Dean Connor, was named Canada's Outstanding CEO of the Year in 2017. Dean won this award for exemplifying integrity, insisting upon excellence, earning the trust of others, and building a globally competitive organization. |
| 17 | What percentage of your sales are to the governmental sector in the past three years | 3.3% in 2017, 1.% in 2018, and 2.8% YTD in 2019 |
| 18 | What percentage of your sales are to the education sector in the past three years | 4.7% in 2017, 5% in 2018, and 7.6% YTD in 2019 |
| 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? | <p>Sourcewell is the only cooperative purchasing contract that Sun Life currently holds. The sales figures for the past three years are:</p> <p>2018 – \$99,000 2017 – \$178,000 2016 - \$978,000</p> |
| 20 | List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | Sun Life does not hold any GSA contracts. |

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 * |
|----------------------------|---|----------------|
| Davis County Government | Lori Gaitin | 801-451-3463 |
| Devils Lake Public Schools | Melissa Haahr | 701-662-7640 |
| Summit County | This reference has asked us to not disclose a contact name or phone number until we receive confirmation of who would be calling. | N/A |

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 * |
|-------------|---------------|--------------------|---|--|----------------------------------|
| Client 1 | Education | Illinois - IL | Life and Long Term Disability | \$2.16 million per year covering 17,220 lives | \$6.5 million |
| Client 2 | Education | Delaware - DE | Life, Short Term Disability, Long Term Disability | \$1.23 million per year covering 28,990 lives | \$3.7 million |
| Client 3 | Education | Pennsylvania - PA | Long Term Disability | \$1.067 million per year covering 23,288 lives | \$3.2 million |
| Client 4 | Education | Texas - TX | Life and Long Term Disability | \$967k per year covering 17,626 lives | \$2.9 Million |
| Client 5 | Government | Louisiana - LA | Dental | \$867k per year covering 3,740 lives | \$2.6 Million |

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. | <p>Sun Life has a local sales presence with sales representatives who operate in sales offices throughout the country. We also have sales support teams in our home office and Client service and enrollment experts in the home office, in addition to across the United States. Our presence means that brokers and employers know and see their partners from Sun Life.</p> <p>The group sales office and claim office share the same mission: to service the Client. Communication is paramount when an issue may arise, and our staff works well together to gain an understanding of the issue so we may address it appropriately. Claims decisions are the responsibility of the claims department, and they communicate those decisions clearly and thoroughly. However, Sourcewell's claim manager and Senior Client Relationship Executive work together to address any issue that may arise quickly.</p> <p>As of May 2019, we have 19, 615 employees, worldwide. In the United States, we have 3,439 employees with over 240 sales representatives.</p> |
| 24 | Dealer network or other distribution methods. | Sun Life only distributes its products through Sun Life Sales Representatives. |

| | | |
|----|----------------|--|
| 25 | Service force. | <p>Our Customer Service Center operates in Lethbridge, Alberta, Canada. Our Customer Service Center is open Monday through Friday from 8:00 a.m. to 8:00 p.m. Eastern Time.</p> <p>We also have a Dental call center located in Kansas City, Missouri. Its standard hours of operation are Monday through Thursday from 7:00 am to 7:00 pm CST and Friday from 7:00 am to 6:00 pm CST.</p> <p>Sun Life's Customer Service Center works with a variety of calls to provide services to Clients and claimants. For example, Benefits Administrators of a policy may request billing assistance or policy-specific details; employees may request the status of their claim, request how their benefit will be paid out, or ask questions as to what information is necessary to complete their claim.</p> <p>Our Customer Service Center also works closely with claims examiners, doctors, and internal Sun Life departments involved in processing claims. This collaboration ensures that we provide the best service possible.</p> <p>Additionally, the Customer Service Center carries out the conversion of life insurance policies from Group to Individual plans. All policy/claim inquiries sent via email or regular mail from a Client or your claimant handled by the Customer Service Center as well.</p> <p>We have 70 Contact Center employees staffing the phones from 8:00 a.m. to 8:00 p.m. Eastern Time. The Contact Center consistently reviews processes and procedures to maintain their education level and keep up to date on upcoming processes.</p> <p>Within the team of 70 Contact Center employees, 48 are Member Support Representatives, and 22 are Client Service Specialists who assist only Benefits Administrators and Brokers, providing them dedicated service on policies with less than 100 lives. We also have a Client Experience team, which is composed of senior representatives with an expert knowledge base, who focus on coaching to support the Customer Service Center staff, do quality audits on calls, and make process improvements. The members of this team also handle special policy issues and technical functions surrounding call center operations.</p> <p>Currently, we have five managers and one Associate Director within the Customer Service Center.</p> <p>Our dental benefit center is located in Kansas City, MO, is augmented by a significant work from home group across the United States. We provide toll-free customer service lines with approximately 100 experienced team members who handle both calls and claims. Our standard hours of operation are Monday through Thursday from 7:00 am to 7:00 pm CST and Friday from 7:00 am to 6:00 pm CST.</p> <p>We maintain an Interactive Voice Response (IVR) system for our members and providers, which is available seven days a week, 24 hours per day for eligibility and benefit information. This system may have intermittent periods of downtime for maintenance; however, this generally occurs during late-night hours. We also offer Online Advantage for Members and our secure mobile Benefit Tools App, which provides easy access to benefit details and claims status.</p> <p>VSP has call centers at our Corporate Headquarters in California and our Eastern Operations Center in Ohio, ensuring that our Clients, members, and doctors will speak to a knowledgeable VSP employee. Using one nationwide toll-free number, our phone system sends calls to the location that can answer the quickest – we guarantee an average speed of answer of 25 seconds or less. We also offer extended customer service hours that accommodate our Clients and members' needs in all U.S. time zones.</p> <p>VSP customer service representatives are available seven days a week toll-free: Your employees can contact us at their convenience. Our representatives are U.S.-based VSP employees and are available seven days a week, toll-free:</p> <ul style="list-style-type: none">Monday through Friday, 7 a.m. to 10 p.m. CTSaturday and Sunday, 9 a.m. to 10 p.m. CT <p>You will also have 24/7 access to our Interactive Voice Response (IVR) system and website. They both deliver personalized information, including eligibility, plan coverage, and doctor information (including maps and driving directions on vsp.com).</p> |
|----|----------------|--|

| | | |
|----|--|---|
| 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>We hold ourselves to the highest customer service standards to ensure our Clients' complete satisfaction. Senior Client Relationship Executive, Andrea Kircher, and National Accounts Practice Leader Susan Murphy will be available to assist with every step. Sun Life's claim professionals and SCREs will respond to all telephone calls and inquiries from claimants and policyholders within one business day.</p> <p>Sun Life strives to make customer service a way of life. The Client is our reason for being here. Sun Life's customer service philosophy is to "do it right the first time." We strive to keep our Clients satisfied through simple administration, clear contracts, expert advice, and responsive service. Sun Life's vision statement is the heart of our customer service philosophy:</p> <p>We listen. We care. We deliver peace of mind. Providing excellent customer service is critical to our continued growth and success. Our entire service organization is structured to serve our Clients best, and it is everyone's responsibility to deliver caring and responsive service. Together, we focus on building excellent customer service as one of our core competencies through a skilled and dedicated performance at every level.</p> <p>To ensure the highest quality of service, we offer a customer service performance guarantee as follows:</p> <p>Claim Service We guarantee that 100% of life claims will be processed within ten business days providing we receive complete claim documentation. If we require additional information to process a claim, we will send a request within five business days. Claims processing will be 100% accurate.</p> <p>We will make STD claim decisions or request additional information for all new claims within five business days. Also, our claims processing will be 100% accurate at least 98% of the time when making claim determinations in accordance with the provisions of the underlying plan document.</p> <p>Our claim payment amounts will be 100% accurate for all new LTD claims, providing we receive complete claim documentation. We will comply with ERISA service requirements 100% of the time.</p> <p>Customer Service Sun Life's claim professionals and SCREs are the key contacts for each of our policy holders. They will respond to all telephone calls and inquiries from claimants and policyholders within one business day.</p> <p>Response Standards Sun Life's telephone response measure is 60% of calls answered within 30 seconds. Our year to date actual results for 2018 is 60% within 30 seconds.</p> <p>Dental We guarantee that 85% of claims will be processed within 15 calendar days of our receipt of all required information. Also, our claims processing will be 99% accurate when making claims determination in accordance with the provisions of the underlying plan.</p> <p>We will respond to all telephone calls from policyholders and claimants within one business day.</p> <p>Vision-VSP You can rely on VSP for expedient, accurate claim processing – guaranteed. Our claims processing performance standards and results are second to none. We conduct our internal audits every day and are happy to share these results every quarter. Statistical Process Control methods ensure the validity of our audit results. Our daily audits of the claim system and processors include a random sample of all claim types, and we consistently meet or exceed the following performance standards:</p> <ul style="list-style-type: none"> • Financial accuracy 99% • Processing accuracy 99% • All provider claims processed within five business days 95% • All member claims processed within five business days 95% • All claims processed within 15 business days 99% <p>VSP guarantees an average speed of answer of 25 seconds or less. We also offer extended customer service hours that accommodate our Clients' and members' needs in all U.S. time zones.</p> |
| 27 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | Sun Life prepared a proposal for Sourcewell that is specific to the United States only and does not include Canada or Puerto Rico. |
| 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? | Sun Life does not have any specific restrictions on the sectors in the proposed contract, nor do we have other cooperative purchasing contracts that would limit our ability to promote the Sourcewell contract. We reserve the right to not quote on a specific opportunity due to industry, plan design, or any other factor that Sun Life feels will negatively affect the overall Sourcewell block of business. |

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| 29 | Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories. | <p>Sun Life can provide insurance products in all 50 states within the United States. We do not offer coverage in Puerto Rico.</p> <p>More specifically, there are product restrictions in a few states.</p> <p>Dental PPO: We have PPO dental available in all states except Montana and Rhode Island, where we have indemnity dental available. We are not actively selling PPO in Alaska. DHMO/Prepaid: For DHMO, only available in the states, we have DHMO plans. We currently have available networks in AL, AZ, CA, CO, GA, FL, IL, KS, KY, MO, NE, NJ, NM, NY, OH, OK, PA, TN, UT, and WI.</p> <p>Vision We have Vision available in all states except Rhode Island.</p> <p>Worksite Cancer: Not currently available in New York. GAP: Not currently available in AK, CT, KS, MA, MN, MT, NH, NJ, NM, NY, ND, UT, WA,</p> |
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Table 7: Marketing Plan

| Line Item | Question | Response * |
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| 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. | Sun Life currently provides co-branded marketing material to Alliant on behalf of the Sourcewell program to help grow the program. We intend to continue doing this going forward. Also, as scenarios present themselves, we have been able to help sponsor events where potential or current Sourcewell groups participate. Sun Life makes sponsorship decisions on a case-by-case basis. Sun Life is also able to promote the award of this contract leveraging social media that would include Facebook, LinkedIn, and Twitter. Finally, Sun Life is willing and able to participate in benefits fairs and employer meetings to help employees understand the benefits that are being offered to them. |
| 31 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | Sun Life has a presence on LinkedIn, Twitter, and Facebook. If awarded the contract, we can leverage those social media sites to market the contract award and the benefits available to employers who could benefit from the cooperative procurement solutions that Sourcewell offers. |
| 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? | Sun Life would ask that Sourcewell promote the contract award to its respective members through the use of technology and other avenues such as direct mailing, email campaigns, etc. Sun Life will partner with Sourcewell to come up with co-branded marketing material that can be sent out, explaining the benefits for a Sourcewell member. As part of our internal sales process, we will look to determine if there are specific brokers across the country that tend to send Sun Life RFPs that fit within the Sourcewell program to assist Alliant in trying to build more broker partnerships across the country. |
| 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. | No, they are not applicable through an e-procurement ordering process. |

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. | Sun Life believes it is vital for Sourcewell to understand the importance and responsibilities of administering the plan correctly. As part of our implementation, we will provide training to Sourcewell's benefits personnel. Additionally, we will provide you with a comprehensive online administrator's guide. This is at no cost to the Sourcewell member. Moreover, we have created Brainshark material that can be provided to benefits administrators that help guide them through how to submit a claim utilizing our Sun Life Connect portal. If a Sourcewell member is looking for any specific training around the benefits offered by Sun Life, we would be happy to discuss it with each member. |

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| 35 | Describe any technological advances that your proposed products or services offer. | <p>We are always working toward the goal of increasing our offerings for our Clients and providing more interactive, intuitive tools.</p> <p>In 2016, Sun Life continued to make a significant investment in the Employer and Member self-service websites delivering the following capabilities:</p> <ul style="list-style-type: none"> • SLConnect ePay functionality providing Clients the ability to calculate and pay their bill online • SSO to the Member site enabling Enrollment systems to integrate and smoothly transition Members to Sun Life's Online EOI site • New Life Claims capabilities allowing Clients to submit claims and support documentation online • Enhanced reporting package for employers on SLConnect <p>In 2017, Sun Life significantly improved its web and mobile offering by integrating newly acquired web properties (from Assurant). This provides Clients a better user experience and additional features for Dental, Vision, and Worksite products.</p> <p>Sun Life also introduced a new modern Life claims platform in 2017, enabling Sun Life to process claims efficiently, ultimately providing Clients a better claims experience. In 2019, Sun Life is introducing a new modern Disability claims platform to support LTD and STD disability claims. We are also completing the rollout of our new Stop Loss claims platform in 2018 that will automate claim import from EDI and claim adjudication.</p> <p>In 2017, Sun Life introduced new tools to Customer Service staff that provides a Client 360 view, enabling staff to answer Client queries and service requests quickly. The tool is based on Big Data technology, which we are continuing to enhance in 2019.</p> <p>We are continuing a major effort to migrate policies off of legacy systems onto a single strategic platform. This effort will continue into 2019.</p> |
| 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. | <p>At Sun Life, we are committed to ensuring that we meet the needs of the present without compromising the ability of future generations to meet their needs. This commitment is not only an essential element of our social responsibilities as a corporation; it is a practical and long-term framework for our business future.</p> <p>Sun Life has a long history of effectively managing social, environmental, and governance issues. We have a track record of reducing energy consumption and waste in the management of our real estate.</p> <p>Sustainability begins with reducing our environmental footprint. Here are some of how Sun Life does its part:</p> <ul style="list-style-type: none"> • Employees in all office locations take advantage of teleconferencing and video/web conferencing as alternative ways to bring people together. • Sun Life promotes an employee rideshare program to encourage carpooling and provides bike racks for employees who ride to work. • Offices make use of energy-efficient lighting that turns off when spaces are unoccupied, and low-flow faucets conserve water. • We are committed to using paper from vendors certified by the Forest Stewardship Council (FSC). The FSC ensures good forestry practices, balancing logging needs with environmental protection and community rights. • New in 2015, Sun Life has added four electric vehicle charging stations. This will help reduce greenhouse gas emissions, further adding to our employee resources that are aligned to aid an environmentally sustainable future. <p>Corporate Green Awards</p> <p>Sun Life was named one of the Global 100 Most Sustainable Corporations in the World. Sun Life is the only North American life insurance company included in the 2015 Global 100 most sustainable corporations in the world, and our position improved from 79 in 2014 to 67 in 2015.</p> <p>In recognition of our economic, environmental, and social performance, Sun Life was selected for the ninth consecutive year as a member of the Dow Jones Sustainability Index (North America).</p> <p>Sustainable Energy</p> <p>Sun Life has been selected as one of five finalists out of 150 entries in the Sustainable Energy Authority of Ireland's annual award recognition for our efforts in designing and operating a new satellite office space in Waterford, Ireland. Energy consumption decreased by 45% over the same period in 2014, despite moving into a larger workspace.</p> |

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| <p>37</p> | <p>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> | <p>Some of Sun Life's vendors in certain areas may include diverse suppliers. Sun Life has several internal and community-oriented diversity initiatives, and we will continue to make good faith efforts to partner with minority and women-owned businesses wherever possible.</p> <p>Dental We partially outsource the following specialized functions that are performed pursuant to existing contracts, which are in compliance with applicable federal and state privacy and security laws and regulations. The contracts are with: (i) go2dental.com, Inc., for the development and maintenance of a 24/7 dental PPO web site; (ii) P & R Dental Strategies, Inc., for the review of claims on an as-needed basis by dentists and dental specialists who provide independent professional opinions regarding the necessity or appropriateness of treatment, contractual liability for payment of a claim, or potential fraud; (iii) Data Dimensions Corporation for the scanning and imaging of mail (including dental x-rays) followed by electronic transmission for processing; (iv) CapGemini for mail processing, facsimile and email processing, imaging, indexing, and processing of enrollments and changes; and (v) Asset Protection Unit, assistance with overpayment recovery.</p> <p>Vision Group Vision coverage is underwritten by Sun Life Assurance Company of Canada. Vision Service Plan-V\SP- provides the vision network and vision claims payment services, as well as vision customer support. VSP does not use subcontractors for the administration of the plan.</p> |
| <p>38</p> | <p>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> | <p>Our claims experience and expertise place Sun Life ahead of the competition. We have been providing group life insurance since 1924 and group disability insurance since 1960. We treat our Clients like people, not claim numbers. Our claims examiners act promptly and with integrity to ensure the easiest and most accurate claims experience during what they know to be a difficult time. These claims professionals use their vast experience and our established claims workflow to make thorough, accurate, and fair decisions. Additionally, we have invested significantly in technology, training, and clinical resources so that we can provide the best claim management in the industry.</p> <p>Life Sun Life's Group Life and AD&D plans provide the outstanding service that employers want and popular features that employees value.</p> <p>We offer high guarantee issue limits and benefit maximums. Our Waiver of Premium has no elimination period and integrates efficiently with LTD and Life waiver. We provide an Accelerated Death Benefits provision that provides up to 100% of the benefits face amount up to \$500,000. Our AD&D benefit offers 24-hour coverage and a 365-day loss period -- a full nine months longer than the industry standard of 90 days.</p> <p>All our Basic Life plans include Emergency Travel Assistance that protects covered employees and their dependents when traveling 100 miles or more away from home. Our Clients also rely on our outstanding customer service—backed by money-back service guarantees, robust online services—including online evidence of insurability, and our international financial strength.</p> <p>STD Our Financial Strength: We have provided group disability insurance in the U.S since 1960, and we enjoy independent ratings that place us at the top of the financial sector in North America.</p> <p>Our Ability to Make Things Easy: Integrated levels of support provide our claimants with the best service in the industry.</p> <p>Expert Claims Examiners – Some disability claims are straightforward, and some are complicated. Either way, our Clients have peace of mind knowing they can turn to an experienced claims examiner assigned to their company.</p> <p>Local Senior Client Relationship Executives – Each Client is also assigned a designated Senior Client Relationship Executive to be the key contact for all of your Client service needs and provide in-depth explanations on how our plans work.</p> <p>National Account Practice Leaders – we will assign Sourcewell a National Account Practice Leader. Our National Account Practice Leaders hold a unique position within the Sun Life organization. As Client advocates, National Account Practice Leaders have a bird's-eye view of our products, processes, and services from a Client perspective. Their vast experience allows them to identify any service trends and apply their knowledge to come up with solutions that better the way we service our Clients.</p> <p>A wealth of Client-friendly, web-based information Our disability Clients and claimants enjoy the convenience of online claims status. Employers can log on to a secure website, and easily see the status of all their disability claims, sort them as they choose, and drill down for details. Claimants can also go to www.sunlife.com/us and see when we've sent out benefit checks and details on these payments.</p> <p>Employers and claimants can also save time and paperwork by filing STD claims on our website. Our online system guides Clients through the entire claims process, and if any signatures or physician forms are required, these forms can be printed out on the spot.</p> <p>While most disability carriers talk about excellent service, we back our promise with money-back service guarantees. Our guarantees cover the speed and accuracy of our claims processing, as well as how quickly we respond to our Clients' phone calls.</p> <p>Our Claims Expertise: At Sun Life, we start managing claims the moment they come in our door. Our claims staff is trained to</p> |

identify and pay routine STD claims quickly, and then more closely examine complicated claims for early intervention opportunities.

The earliest intervention- Our return to work efforts start while disabled employees are receiving STD benefits, rather than the industry standard of waiting until the LTD phase. An employee's greatest chance of returning to work is when rehabilitation efforts are initiated early when there is the greatest potential for change.

No claim left unexamined- We automatically screen every claim for return to work potential, at no extra charge to the employer.

Staff Expertise- Our in-house Certified Rehabilitation Counselors- all with Master's Degrees- are experts at arranging vocational counseling and worksite accommodations to get STD claimants back to work. We also have a national network of rehab counselors to provide local, free face-to-face counseling when beneficial.

As a member of the Sun Life group of companies- one of the largest providers of disability coverage in North America- we have used our organization's resources to build one of the best claims management systems in the industry. Up-to-date claim data is instantly available to any person who needs to work on a claim, so we can always provide timely, relevant answers to our Clients. Also, built-in workflow system and automated correspondence ensure timely follow-ups on all our claims, leading to faster claims decisions.

Our Solid Plan Features:

Our plans provide Benefits Administrators with everything they need to run a successful disability plan while providing employees with financial security and return to work support.

Our STD plan options include:

- Fully-insured STD with flexible plan designs, full maternity coverage, and disability management reporting
- W-2 preparation and optional employer FICA match
- A Partial Disability option that allows employees to earn up to 100% of their pre-disability earnings when they go back to work part-time
- Integrated Family and Medical Leave Act (FMLA) administration option
- An Advice to Pay plan, called SunAdvisor, which includes active claim management and duration recommendations.

LTD

Our Solid Plan Features

Our plans provide Benefit Managers with everything they need to run a successful disability plan while providing employees with financial security and return to work support.

Our LTD plans include:

- Traditional, contributory and core buy-up programs
- Innovative Return to Work programs
- A generous package of EAP and Work-Life Services if the employer elects this benefit as part of their program
- An effective Social Security Assistance Program for all claimants
- Survivor Benefits
- A wide range of optional features such as:
 - o Cost of Living Adjustments;
 - o A Pension Contribution Benefit;
 - o Assisted Living Benefit;

Additionally, Sun Life is proud to offer Retro Disability Benefits as an added feature for your employees. Retro Disability Benefits gives extra financial support to employees with serious LTD claims. If an employee was continuously hospitalized for 14 days or more at the onset of Total Disability, has completed the Elimination Period, and is receiving LTD benefits, we will retroactively pay that claimant his or her LTD benefits from the first day the claimant was deemed totally disabled. This benefit is paid in a lump sum amount, and there are no offsets for earnings, sick pay, or other insurance benefits.

Critical Illness

Our Critical Illness product differentiators include:

- Guaranteed issue amounts
- Value-Added services including Health Care support services
- Wellness benefit
- Unlimited number of occurrences
- Recurrence benefit
- Flexibility in covered conditions. Additional coverage for:
 - Supplemental Option 1: blindness (100%), loss of speech (100%), and complete loss of hearing (100%)
 - Supplemental Option 2: benign brain tumor (100%), paralysis (100%), coma (100%), and burns (100%)
 - Supplemental Option 3: advanced ALS (100%), advanced Alzheimer's (25%), and advanced Parkinson's (25%)
 - Childhood conditions category: cerebral palsy (100%), complex congenital heart disease (100%), cystic fibrosis (100%), muscular dystrophy (100%), type 1 diabetes mellitus (100%), Down syndrome (100%), spinal bifida (100%), and cleft lip/palate (100%)

Dental

Our Dental differentiators include:

| | | |
|----|--|--|
| | | <ul style="list-style-type: none"> • Flexible Plan Designs: Employers can customize our Passive PPO, Active PPO, and/or Maximum Allowable Charge (MAC) plans to meet their needs. • Sun Life Dental Network: Our Dental plans offer one of the nation's largest PPO networks. With intense provider penetration and quality assurance controls. The Sun Life Dental Network® includes 125,000+ unique dentists under access arrangements with Dental Health Alliance, L.L.C.® (DHA®), and other dental PPO networks. • Lifetime of Smiles: We know oral health leads to overall health. That's why we built a program to encourage preventive care with optional benefits, such as Preventive Max Waiver to allow families and individuals to get routine dental care without tapping into their annual maximums or Family Share Max which allows families to pull from one shared dental coverage pool replacing traditional individual maximums. • Robust Online Services: Employers with Sun Life Dental have access to Sun Life Connect, our user-friendly portal for online plan administration. Employees have access to Online Advantage an intuitive site where employees can go to view Explanation of Benefits, find dentists, learn about dental insurance, read about dental health, and more. • Benefit Tools: Our mobile app provides members on the go access to find a dental provider, view their plan information, claims history, and more. This mobile app is available for IOS and Android. <p>Vision</p> <p>Our Vision differentiators include:</p> <ul style="list-style-type: none"> • Multiple Plan Designs: Employers can select from three different plans to meet their needs. <ul style="list-style-type: none"> o Plan 1- Coverage for an eye exam and discounts for materials. o Plan 2- Employer coverage for an eye exam and an option for employees to purchase coverage for materials. o Plan 3- Coverage for an eye exam and materials, • Easy to use: No ID cards or claims forms are necessary. • Nation's Largest Network: Comes with access to the largest network of private practice eye care doctors in the U.S. through VSP. With intense provider penetration and quality assurance controls, it's easy for employees to receive quality vision care. • Comprehensive Eye Exam Included: A comprehensive eye exam is vital because VSP doctors can detect signs for other health conditions such as diabetes and high blood pressure. • Laser Vision Correction Discounts • Robust Online Services: Employers with Sun Life Vision have access to Sun Life Connect, our user-friendly portal for online plan administration. Employees have access to Online Advantage an intuitive site where employees can go to view Explanation of Benefits, find an eye care provider, learn about vision insurance, read about vision health, and more. • Benefit Tools: Our mobile app provides members on the go access to find an eye care provider, view their plan information, and more. This mobile app is available for IOS and Android |
| 39 | Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada. | While Sun Life currently does business in Canada, this Sourcewell offer is specific to business within the United States. * |

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 | Our performance guarantees do not cover enrollment service standards. Please refer to our performance guarantee attachments for the full scope of service standards. We do not currently offer performance guarantees for our Critical Illness, Cancer Indemnity, and Accident insurance products. * |
| 41 | Claims handling metrics, such as turnaround time, incidence/accuracy, payment/financial accuracy, etc. | Our performance guarantees cover the speed and accuracy of our claims processing, speed of response to Client inquiries, and overall satisfaction. Please refer to the performance guarantees included with this proposal. * |
| 42 | Benefits communication and education | Our performance guarantees do not cover benefit communication and education. Please refer to our performance guarantee attachments for the full scope of service standards. * |
| 43 | Member services metrics | We will respond to all telephone calls from policyholders and claimants within one business day. Please see the performance guarantee included with this proposal. * |
| 44 | Renewals metrics | Our performance guarantees do not cover renewal metrics. Please refer to our performance guarantee attachments for the full scope of service standards. * |
| 45 | Any additional performance or service guarantees | Please refer to the performance guarantees included with this proposal. Please refer to our performance guarantee attachments for the full scope of service standards. We do not currently offer performance guarantees for our Critical Illness, Cancer Indemnity, and Accident insurance products. * |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * |
|-----------|--|--|
| 46 | What are your payment terms (e.g., net 10, net 30)? | The contract defines the payment terms. Typically, Sun Life requests payment for the coverage month on the 1st. We also bill in arrears and usually have a 30 day grace period before any lapse action is taken. |
| 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? | No, we do not provide leasing or financing options. Our standard grace period is 31 days. Sun Life can also offer 45-day and 60-day grace periods. We can negotiate grace period, and payment terms (payment in arrears, for example). |
| 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. | <p>Through our experience implementing Clients, we have learned that significant risks can be avoided by gathering all of the appropriate information up-front in the implementation process.</p> <p>We will partner with Sourcewell and the respective member to ensure the appropriate personnel, with authority to make decisions, are involved in the implementation process from the start, beginning with an informative first touch-point email to kick off the implementation which will be followed by an implementation call to review the required sold case paperwork. We will then discuss in detail the plan design and additional items as needed to ensure that all of the information is correct and clearly understood. We feel the initial conference call with the Sourcewell member is the crucial component for a successful transition to Sun Life.</p> <p>Sun Life has assigned dedicated implementation managers to the Sourcewell block.</p> <p>We have also found that identifying gaps in coverage at the start avoids potential misunderstandings at the point of claim. We use our Group Life Insurance Transition Statement (GLITS) to help employers identify employees who are not actively at work early on in the transition process. This reduces potential future gaps in coverage for employees who are not actively at work on the effective date. Also, Sun Life's contract contains a Continuity of Coverage provision which is intended to protect insured employees who are not actively at work on our effective date from losing coverage due solely to a change in the insurance carrier.</p> <p>By identifying all of the plan elements and potential gaps up-front, we ensure a smooth and timely transition with the overall goal of delivering a level of service that goes above and beyond the norm to meet and exceed Sourcewell's expectations.</p> <p>Upon completion of all required implementation steps and set up, the Sun Life Client Relationship Executive/Client Services Specialist will provide additional information based around claims and administrative processes and provide on-going service.</p> <p>Sun Life sends an invoice unless it's self-administered, and we can provide reporting based on the premium paid and covered lives.</p> <p>Self-bill administration As a Sun Life self-bill Client, you will not receive a monthly billing statement. Instead, you will complete a summary statement using the current month's number of employees, volume, rate, and premium for each benefit, as well as any adjustments needed for previous months. For Worksite coverages, we require a weekly or monthly eligibility file feed for claim purposes. The payment and summary statement is due on the first of the month.</p> <p>e-Bill For e-Bill/Home Office Clients, your monthly bill will be made available online for your review. You will receive an e-mail when your bill is ready, usually on the 12th of the month before the due date.</p> <p>Paper Bill For paper bill Clients, your monthly bill will be mailed for your review, which is usually received by the 15th of the month before the due date.</p> |
| 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? | We do not accept P-cards. |

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 | Less than 100 lives - 15% off current rates or 20% off renewal rates with a 24-month rate guarantee 100-1,000 lives - 10% off current rates, 15% off renewal rates with a 24-month rate guarantee Over 1,000 lives - Standard discount is not applicable Included in the Basic Life Insurance will be our enhanced waiver of a premium provision, accelerated death benefit, and the choice of emergency travel assistance with ID Theft Protection, or Online Will Preparation with Claimant Support Services. |
| 51 | Basic AD&D | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input checked="" type="radio"/> Yes <input type="radio"/> No | Less than 100 lives - 15% off current rates or 20% off renewal rates with a 24-month rate guarantee 100-1,000 lives - 10% off current rates, 15% off renewal rates with a 24-month rate guarantee Over 1,000 lives - Standard discount is not applicable Included in the Basic AD&D will be a felonious assault rider (not available in all states) |
| 52 | Voluntary Life - Employee | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Less than 100 lives - Match Current Rates 100-1,000 lives - Match Current Rates Over 1,000 lives - N/A - subject to underwriting review Included in the Voluntary Life Insurance will be our enhanced waiver of premium provision and accelerated-death benefit |
| 53 | Voluntary AD&D - Employee | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Less than 100 lives - Match Current Rates 100-1,000 lives - Match Current Rates Over 1,000 lives - N/A - subject to underwriting review Included in the Voluntary AD&D will be a felonious assault rider (not available in all states) |
| 54 | Voluntary Life - Spouse | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Less than 100 lives - Match Current Rates 100-1,000 lives - Match Current Rates Over 1,000 lives - N/A - subject to underwriting review |
| 55 | Voluntary AD&D - Spouse | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Less than 100 lives - Match Current Rates 100-1,000 lives - Match Current Rates Over 1,000 lives - N/A - subject to underwriting review |
| 56 | Voluntary Life - Child | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Less than 100 lives - Match Current Rates 100-1,000 lives - Match Current Rates Over 1,000 lives - N/A - subject to underwriting review |

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 | Less than 100 lives - 15% off current rates, 20% off renewal rates, with 24-month rate guarantee 100-200 lives - 10% off current rates, 15% off renewal rates, with 24-month rate guarantee 200-500 - 5% off current rates, 15% off renewal rates, 24-month rate guarantee 500+ - Standard discount not applicable. Experience review required. |
| 58 | Long Term Disability | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input checked="" type="radio"/> Yes <input type="radio"/> No | Less than 100 lives - 15% off current rates, 20% off renewal rates, with 24-month rate guarantee 100-1,000 lives - 10% off current rates, 15% off renewal rates, with 24-month rate guarantee Over 1,000 lives - Standard discount not applicable. Experience review required |
| 59 | Dental | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | To be quoted on a case by case basis. |
| 60 | Vision | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | To be quoted on a case by case basis. |
| 61 | EAP | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Sun Life offers three EAP options. See the flyer for more details. Our offering will include EAP in the pricing of the Life or LTD if EAP is currently included in the groups offering today. If not, EAP will be quoted separately on a PEPM basis. |
| 62 | Accident | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Participation can be waived to five enrolled lives only when SLF driven strategy with Enrollment Manager. 24-month rate guarantee Underwriting Industry Restrictions will apply, and rates will vary based on the case. |
| 63 | Critical Illness | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Participation can be waived to five enrolled lives only when Sun Life driven strategy with Enrollment Manager. 36-month rate guarantee - Under 100 lives - \$20,000 employee max and GI, perpetual enrollment with full GI, \$50 wellness included - Over 100 lives - \$30,000 employee max and GI, perpetual enrollment with full GI, pre-ex waived Underwriting Industry Restrictions will apply, and rates will vary based on the case. |
| 64 | Cancer | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | To be quoted on a case by case basis. Underwriting Industry Restrictions will apply, and rates will vary based on the case. |
| 65 | Gap | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | To be quoted on a case by case basis. Underwriting Industry Restrictions will apply, and rates will vary based on the case. |
| 66 | Other | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input checked="" type="radio"/> Yes <input type="radio"/> No | Maxwell Health Benefits Administration. See attached flyer for more details. The cost of Maxwell Health starts at \$3.25 per employee per month. Placing additional Sun Life benefits can lower the PEPM fee to \$0. Our standard offering does not include Basic Life as a line of coverage that can be purchased to reduce the PEPM fee. However, for Sourcewell, Sun Life has agreed to allow for Basic Life to count as a line of coverage that would lower the PEPM fee. |

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 | Sun Life intends to match all basic plan components for existing and new groups subject to our filed contract language and provisions approved by each situs state. |
| 68 | Accelerated Death Benefit | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Life Insurance |
| 69 | Business Travel | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Accidental Death & Dismemberment - If coverage is currently in force, there is no extra charge. *Included if allowed in situs state. |
| 70 | Child Care Benefit | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Long Term Disability - If coverage is currently in force, there is no extra charge. *Included if allowed in situs state. |
| 71 | COBRA | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Long Term Disability - If coverage is currently in force, there is no extra charge. *Included if allowed in situs state. |
| 72 | COLA | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Long Term Disability - If coverage is currently in force, there is no extra charge. *Included if allowed in situs state. |
| 73 | Coma Benefit | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Accidental Death & Dismemberment - If coverage is currently in force, there is no extra charge. *Included if allowed in situs state. |
| 74 | Common Carrier | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Accidental Death & Dismemberment - If coverage is currently in force, there is no extra charge. *Included if allowed in situs state. |
| 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 Insurance Long Term Disability - If coverage is currently in force, there is no extra charge. *Included if allowed in situs state. |
| 76 | Dependent Education Benefit | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Long Term Disability - If coverage is currently in force, there is no extra charge. *Included if allowed in situs state. |
| 77 | Disappearance | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Accidental Death & Dismemberment - If coverage is currently in force, there is no extra charge. *Included if allowed in situs state. |
| 78 | Drug/Alcohol Limitation | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Per Occurrence is our standard. Removing this limitation would be an extra cost unless the in-force contract does not include this limitation. |
| 79 | Felonious Assault | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Accidental Death & Dismemberment. *Included if allowed in situs state. |

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 type="radio"/> Yes <input checked="" type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | We do not provide Funeral Planning Services, but we can allow the assignment of benefits to be paid directly to funeral homes. Funeral assignments must be signed by the beneficiaries and contain the amount to be paid to the funeral home. The assignment must indicate Sun Life as the insurance company and include the Sun Life policy number. The indicated proceeds will then be sent directly to the funeral home. We do not provide an immediate sum for burial expenses. |
| 81 | Grief Healing Services | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Employers can choose from Emergency Travel Assistance and Identity Theft Protection or On-line Will Preparation and Claimant Support Services with the purchase of Basic Life. Claimant Support Services would assist with the handling of grief. |
| 82 | Helmet Benefit | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Accidental Death & Dismemberment |
| 83 | Hemiplegia | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Accidental Death & Dismemberment |
| 84 | Layoff/Leave of Absence Coverage | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Life, Short Term Disability, Long Term Disability |
| 85 | Legal Services | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Employers can choose from Emergency Travel Assistance and Identity Theft Protection or On-line Will Preparation and Claimant Support Services with the purchase of Basic Life. Legal services are included under Claimant Support Services. |
| 86 | Disability Continuation | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Life Insurance - Sun Life allows for employees to keep their life insurance on a premium paying basis for a certain period of time while on leave for an injury or sickness. |
| 87 | Loss of one limb | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Accidental Death & Dismemberment |
| 88 | Loss of Sight (One Eye) | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Accidental Death & Dismemberment |
| 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 | Accidental Death & Dismemberment |
| 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 | Accidental Death & Dismemberment |
| 91 | Mental/Nervous Limitation | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Per Occurrence is our standard. Removing this limitation would be an extra cost unless the in-force contract does not include this limitation |
| 92 | Online Reporting | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Life, Disability |

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 | Accidental Death & Dismemberment - If coverage is currently in force, there is no extra charge. *Included if allowed in situs state. |
| 94 | Pension Contribution Benefit | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Long Term Disability - If coverage is currently in force, there is no extra charge. *Included if allowed in situs state. |
| 95 | Portability | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Life Insurance - If coverage is currently in force, there is no extra charge. *Included if allowed in situs state. |
| 96 | Quadriplegia | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Accidental Death & Dismemberment - If coverage is currently in force, there is no extra charge. *Included if allowed in situs state. |
| 97 | Rehabilitation Services | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Long Term Disability |
| 98 | Relocation Expense Benefit | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Long Term Disability - If coverage is currently in force, there is no extra charge. *Included if allowed in situs state. |
| 99 | Return to Work Incentive | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Long Term Disability - *Included if allowed in situs state. |
| 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 Insurance |
| 101 | Survivor Benefit | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | It can be included with the STD and LTD. If coverage is currently in force, there is no extra charge. |
| 102 | Travel Assistance | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Life Insurance and/or Accident Insurance. Employers can choose from Emergency Travel Assistance and Identity Theft Protection or On-line Will Preparation and Claimant Support Services with the purchase of Basic Life. If Accident coverage is offered to employees, any employee enrolled in Accident received Emergency Travel Assistance. |
| 103 | Will Preparation | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No | Life Insurance. Employers can choose from Emergency Travel Assistance and Identity Theft Protection or On-line Will Preparation and Claimant Support Services with the purchase of Basic 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 includes line item discounts off current and/or renewal rates by a member. The Sourcwell discounted price is explicitly based on what the member is currently paying to their insurance vendor. See the marketing discretion document for further information. |
| 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 discount ranges anywhere from 0% up to 20% off current and/or renewal rates depending upon the line of coverage and size of the group. |
| 106 | Describe any quantity or volume discounts or rebate programs that you offer. | Sun Life does not offer any quantity or volume discounts or rebate programs. In certain circumstances, we may be willing to go beyond the standard discounts and rate guarantees offered in this proposal. These situations will be discussed on a case by case basis. |
| 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. | Sun Life will supply a quote for each request. |
| 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. | For Life and Disability, there are not any additional elements not included in the proposed pricing. For our Maxwell Health Benefits administration offering, there could be additional costs to the member for EDX feeds or other value-added products that a member may purchase through Maxwell Marketplace. |
| 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 | d. other than what the Proposer typically offers (please describe). | This offer is specific to Sourcwell members and is better than what they could find if they solicited a proposal from Sun Life direct. |

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 Sourcewell program at time of analysis.

** The in force composite rate stated below was derived from a snapshot of current Sourcewell 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 | \$.02 | \$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 | \$.02 | \$350,344 |
| 119 | Short Term Disability | 0.334 | 4,587,277 | 7,024 | 1,841,147 | \$.334 | \$1,841,147 |
| 120 | Long Term Disability | 0.299 | 28,795,733 | 5,874 | 1,032,335 | \$.299 | \$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% | 24-Months |
| 100 - 500 | 10% | 15% | 24-Months |
| 500 - 1,000 | 10% | 15% | 24-Months |

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 | 0% | 0% | 24-Months |
| 100 - 500 | 0% | 0% | 24-Months |
| 500 - 1,000 | 0% | 0% | 24-Months |

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% | 24-Months |
| 100 - 500 | 100-200 - 10% 200-500 - 5% | 100 - 200 - 15% 200 - 500 - 15% | 24-Months |
| 500 - 1,000 | 0% | 0% | 24 Months |

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 | 0% | 0% | 24 Months |
| 100 - 500 | 0% | 0% | 24 Months |
| 500 - 1,000 | 0% | 0% | 24 Months |

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% | 24-Months |
| 100 - 500 | 10% | 15% | 24-Months |
| 500 - 1,000 | 10% | 15% | 24-Months |

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 | 0% | 0% | 24-Months |
| 100 - 500 | 0% | 0% | 24-Months |
| 500 - 1,000 | 0% | 0% | 24-Months |

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. | Every quarter, Sun Life can provide a report to Sourcewell that shows compliance within our proposed contract. This report will include all new sales added to the Sourcewell block for that quarter and will show current rate, renewal rate (if provided), sold rate, premium by line of coverage, and administrative fee paid to Sourcewell. |
| 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. | Sun Life can run a report that shows the total premium sold specifically to Sourcewell. Please see an attached sample report. |
| 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.) | Two percent of paid premium per member. This will be paid on a monthly basis. |

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

Line Item 130. NOTICE: To identify any exception, or to request any modification, to the Sourcwell 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 Sourcwell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|------------------|---|--|
| | | Because of concerns about sovereign immunity and application of tribal law, we would want to make sure we have the right to review any tribal group and separately underwrite. |
| | | While we do offer insurance products in Canada, those products would be outside the scope of this agreement. |
| 3 | Pricing | Our pricing for each Sourcwell member will be on each case individually based on the pricing as stated in our proposal. |
| 5 | A. Membership, Contract Access, and Membership Requirements | Sun Life retains the right to reject members based on industry, plan design, or any other factor that Sun Life deems averse to the overall good of the Sourcwell block. |
| 8 | B - Administrative Fee | Sun Life pays the administrative fee to Sourcwell on a monthly basis per member based on the premium paid. |
| 20 | A1. | Sun Life carries Worker's Compensation insurance of \$1,000,00 for each accident, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,000 each employee for bodily injury by disease. |
| 20 | A2 | Sun Life carries General Liability primary coverage in the amount of \$2 million. |
| 20 | A3 | Because Sun Life does not own a fleet of company vehicles in the U.S., we do not purchase Automobile Insurance. However, our General Liability insurance includes coverage for Non-Owned and Hired Automobiles. |
| 20 | A5 | Sun Life self-insures its exposure to Errors and Omissions Liability (Professional Liability) risk. If Sun Life was involved in legal action, we would act as a prudent uninsured. The net benefit to Sourcwell is no set limit on liability. Copies of the company's financial statements are available online at www.sunlife.com . |
| 20 | A6 | Sun Life's policy is a Cyber liability policy. |
| 20 | Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default | This is a severe remedy, and we would like to discuss this further with Sourcwell. |
| 20 | B - Upon request, Vendor must provide to Sourcwell copies of applicable policies and endorsements, within ten (10) days of a request. | Sun Life considers its insurance policies confidential; we will provide certificates of insurance in lieu thereof. |
| 20 | C - 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. | We cannot certify that all policies required herein contain this language; Sun Life understands and agrees with the concept. Sun Life will add Sourcwell as an additional insured on policies that allow that. |
| 20 | F | Sun Life would like to discuss this further with Sourcwell |
| | Signatures | Sun Life requires two authorized individuals to sign on its behalf. |

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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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](#) - Financial Strength.zip - Wednesday October 02, 2019 12:52:45
- [Marketing Plan/Samples](#) - NJPA - Sample Flyer.pdf - Wednesday October 02, 2019 12:57:33
- [WMBE/MBE/SBE or Related Certificates](#) - COI.zip - Thursday October 03, 2019 08:58:32
- [Warranty Information](#) - Warranty Information.zip - Thursday October 03, 2019 09:02:47
- [Pricing](#) - Pricing.zip - Wednesday October 02, 2019 12:59:12
- [Additional Document](#) - Additional Attachments.zip - Thursday October 03, 2019 08:58:56

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. - Ally Goodman, National Account Sales Consultant

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

Yes No

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

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

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|--|--|-------|
| RFP_100319_Group_Employee_Benefits_Addendum_4 Thu September 26 2019 12:52 PM | <input checked="" type="checkbox"/> | -- |
| RFP_100319_Group_Employee_Benefits_Addendum_3 Tue September 24 2019 08:29 AM | <input checked="" type="checkbox"/> | -- |
| RFP_100319_Group_Employee_Benefits_Addendum_2 Tue September 17 2019 11:03 AM | <input checked="" type="checkbox"/> | -- |
| RFP 100319 Group Employee Benefits Addendum 1 Fri August 23 2019 09:47 AM | <input checked="" type="checkbox"/> | -- |

