



Solicitation Number: RFP #012722

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Newtopia Inc., 116 West 23rd Street, Suite 19, New York, NY 10011 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 29, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcwell for five percent (5%) multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. Use; Quality Control.

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Newtopia Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/24/2022 | 9:12 PM CDT

DocuSigned by:
Lara Dodo
By: 82134A4691C949A...
Lara Dodo
Title: COO and CGO
Date: 3/25/2022 | 3:24 PM PDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 3/25/2022 | 6:51 PM CDT

RFP 012722 - Digital Health Products and Solutions

Vendor Details

Company Name: Newtopia
Address: 116 West 23rd Street
Suite 19
New York, NY 10011
Contact: Mark Jackson
Email: mjackson@newtopia.com
Phone: 704-780-0436
Fax: 704-780-0436
HST#:

Submission Details

Created On: Thursday January 20, 2022 17:53:11
Submitted On: Thursday January 27, 2022 09:08:04
Submitted By: Mark Jackson
Email: mjackson@newtopia.com
Transaction #: 7054727d-47f3-4607-b07d-dc3426edeaf2
Submitter's IP Address: 107.77.237.157

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Newtopia Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or DUNS number:	55007290
5	Proposer Physical Address:	116 West 23rd Street, Suite 19 New York, NY, 10011
6	Proposer website address (or addresses):	www.newtopia.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Lara Dodo, COO and CGO 4101 Yonge St, Suite 706 Toronto, ON, M2P 1N6 ldodo@newtopia.com 1.416.223.1400 x 205
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mark Jackson, SVP Commercial 116 West 23rd Street, Suite 19 New York, NY 10011 mjackson@newtopia.com 704-780-0436
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>"Newtopia has been delivering our virtual habit change for disease prevention experience to commercial populations since 2013, initially through Aetna distribution. As an example of our experience in delivery and results, Newtopia is now broadly available to the entire CVS population, which was selected as a benefit to be kept and expanded post-acquisition of Aetna. They were satisfied not only with the evidence-based proof points of clinical risk reduction, but also the program experience Aetna clients and employees had enjoyed with sustainable outcomes that grow over time.</p> <p>Newtopia was born out of the Aetna Innovation Lab. The innovation lab was seeking a solution to help their members at risk of developing metabolic syndrome. They conducted a randomized control trial (RCT) using their own Aetna employees as test participants. The results from the Aetna-sponsored RCT showed an in-year cost savings of \$1,464 USD per employee per year. These savings are equivalent to an in-year 2X return on investment in the first 12 months of the Newtopia program. We have seen these results double at 24 months and continue to grow at 36 months. The same outcomes seen in participants in the RCT continue to be replicated and exceeded in our commercial clients."</p>

11	What are your company's expectations in the event of an award?	Newtopia would expect to provide it's Habit Change Disease Prevention Experience to all eligible lives included in the RFP. Newtopia would implement our program offering either in stages or a national roll out depending on the requirements of each covered entity awarded. Newtopia expects all interested Sourcewell entities to contract and use our Habit Change Platform to prevent chronic disease for their population. We also expect all entities to select us based on the vetting provided by Sourcewell.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Revenues by year: 2018- \$3,073,901 2019- \$6,109,282 2020- \$11,416,319 https://investor.newtopia.com/financials/quarterly-and-annual-results/default.aspx	*
13	What is your US market share for the solutions that you are proposing?	Newtopia currently has 450,000 covered lives under contract	*
14	What is your Canadian market share for the solutions that you are proposing?	Newtopia currently works with one Canadian Province: Eastern Health which has an estimated 100,000 members. We are in a pilot phase with this engagement and once results are submitted- plan is to provide a full membership rollout.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	N/A	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Newtopia is a tech-enabled habit change service provider focused on disease prevention and reducing the cost of care for health insurers. As a provider of whole person care, we prevent, reverse, and slow the progression of chronic disease while enriching mental health, resilience and overall human performance. Newtopia's programs leverage genetic, social, and behavioral insights to create individualized prevention programs with a focus on type 2 diabetes, heart disease, stroke and weight. With a person-centered approach that combines virtual care, digital tools, connected devices and actionable data science, Newtopia delivers sustainable clinical and financial outcomes. Our sales professionals are employees of Newtopia	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Newtopia has full time employees and will outsource partners or subcontractors where a specific specialization or service is required. In those instances, rigorous compliance, confidentiality, security would be reviewed. At this time, based on our understanding of the RFP, the below would cover any subcontractor arrangements: Newtopia is governed by and compliant with HIPAA and GINA regulations. We maintain and comply with policies and procedures to guide processes for access control, security, transmission, contingency preparation, disaster recovery, and business continuity. Newtopia's solution is run on the Salesforce platform and Amazon Web Services. Both of these vendors provide world class technology and security solutions backed up by audited controls with SOC 2 Type II and ISO27k reports and attestations. Newtopia has a vendor risk management process and vendor risk assessments are performed, where applicable, subcontractor, business associate and data sharing agreements are in place. Welcome Kit packaging and distribution is managed by a 3rd party logistics group (based out of Mississauga, Ontario) who assembles the kits and ships to enrolled participants. They are contracted under data and privacy agreements that include service level and quality expectations. Newtopia employs a concept of least privilege, ensuring that vendors do not have access to view data outside of the scope of their mandate. Newtopia will perform its services in accordance with all healthcare industry standard information privacy and security protocols and safeguards and shall comply with all applicable laws and regulations with respect to information privacy and security.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	1. Dec. 2020 Mars Tech Companies to Watch 2. Oct. 2020 Great Place to Work 3. Jan, 2019 Top Innovator at the Accenture HealthTech Innovation Challenge
20	What percentage of your sales are to the governmental sector in the past three years	5%
21	What percentage of your sales are to the education sector in the past three years	N/A
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	1. Eastern Health- Newfoundland Province Health Living with Diabetes Contract with Medtronic. This is an active contract the only province contract that Newtopia has held over the last 3 years.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Eastern Health	Fraser Fry, M.T.M, B.Tech, BMET, CET Regional Manager Biomedical Engineering and Medical Device Reprocessing Support Services Eastern Health Office # EB 220 306 Waterford Bridge Road. St. John's, NL. A1E 4J8 fraser.fry@easternhealth.ca	709-730-0848 (C)
Griffin Hospital	Michael Desjardins MDesjardins@griffinhealth.org	203-732-7107
N/A	N/A	N/A

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Griffin Hospital	Non-Profit	Connecticut - CT	We provide our disease prevention habit change experience to Griffin Healthcare employees	Griffin has an estimated 1,400 associates who have access to Newtopia	\$250,000
Eastern Health	Government	NL - Newfoundland and Labrador	Newtopia is providing a Health Living with Diabetes Program for The Newfoundland Province through a relationship with Eastern Health.	This is a pilot and proof of concept deal that was rolled out mid-2021 and as a result we have had 150 participants go through the program thus far.	\$100,000
N/A	Non-Profit	Alabama - AL	N/A	N/A	N/A
N/A	Non-Profit	Alabama - AL	N/A	N/A	N/A
N/A	Non-Profit	Alabama - AL	N/A	N/A	N/A

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>The Newtopia sales force breakdown is as follows: US Based FTE's and Direct Employees: 4 US Based Consultants: 4 Canadian Based FTE's and Direct Employees: 4</p>
27	Dealer network or other distribution methods.	<p>Newtopia doesn't currently have other distribution methods for our disease prevention services</p>
28	Service force.	<p>The Newtopia service force breakdown is as follows: US Based Health Coaches that are FTE's and Direct Employees: 6 Canadian Based Health Coaches that are FTE's: 85</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The Newtopia Habit Change Experience is handled internally not through dealers/distributors. As the first step, Newtopia stratifies the population through existing biometric screening data, claims data, or an online risk screener. Based on the strategy and risk factors, Newtopia focuses on the appropriate risk reduction. Newtopia can provide a broad-based disease prevention program when dealing with multi-risk factors and co-morbidities or a single focus such as diabetes prevention, weight management, hypertension and heart health, or healthy living with diabetes. Newtopia's approach combines social, behavioral, and genetic information to activate habit changes that last a lifetime. The Newtopia experience includes the following elements:</p> <p>Personal profile gathers information about individual's personality type, level of motivation, eating habits, activity level, and social determinants of health.</p> <p>Welcome Kit includes an e-scale, access to the Newtopia app, a genetic test, and can include other tools such as a blood pressure cuff.</p> <p>Genetic testing for hyper-personalizing lifestyle recommendations around overeating, macronutrient break down, type of exercises, and resiliency to stress based on individual genes.</p> <p>We pair participants with their Inspirator through a proprietary personality matching algorithm; our Inspirator to participant synchronization rate is 99%, meaning that fewer than 1% of participants request a new match.</p> <p>Personalized program to build and develop habits across nutrition, exercise, and behavioral well-being to improve mental health, resilience, and overall human performance.</p> <p>Tracking of mental health, resilience, and overall human performance throughout participants experience using the PROMIS® measures (mood, anxiety, sleep, energy, stress)</p> <p>Newtopia app for all program progress updates and resources to support the participant journey with gamification, video lessons, goals, trend tracking, and more.</p> <p>Personalized weekly goals to develop sustainable habits and lifestyle choices around nutrition, exercise and well-being.</p> <p>Supportive online social community.</p> <p>Ongoing white glove, concierge support service to optimize the participant experience.</p> <p>Coaching can be conducted via phone, video conference, text, and/or email. Whichever platform participants use to engage with their Inspirator, as a follow up to each session, they set up personalized goals and videos for each participant to watch on their instance of the Newtopia mobile app.</p> <p>Newtopia's app also provides the participant with a toolset to gauge and track their progress, receive notifications, reach out to the Care Specialist team, manage and schedule coaching sessions, and access program materials and resources.</p> <p>Participants also have the option of using chat for support during onboarding and can connect with their Inspirator and Care Specialists via text and email. We understand that each participant's needs and circumstances are unique. Our focus is on working with each participant to provide them with a communication method that allows them to remain engaged with their Inspirator and achieve their goals in a way that works for them.</p>

		<p>We are also launching a new, leading-edge Newtopia mobile app that will provide a reimagined and improved participant digital experience. (Anticipated release: Fall 2021)</p> <p>Snapshot of features and enhancements:</p> <p>Additional group coaching opportunities</p> <p>Real-time message to Inspirator</p> <p>Enhanced AI/business rules engine for data driven nudges (call to actions)</p> <p>In-app video calling</p> <p>Deeper content libraries</p> <p>Simple and broad-based bio/sensor device integrations</p> <p>Designed by leading consumer/UX team for participant first experience</p> <p>Note: We understand that there may be instances where participants reside in remote areas where wi-fi may be a challenge and/or where there may be a lower access to smartphones. Goals, videos and other support materials can be emailed or sent hard copy-if necessary</p>	
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Coaching sessions are currently available during the following hours (all times shown in MST):</p> <p>Monday 6am-6pm</p> <p>Tuesday-Thursday 6am-8pm</p> <p>Friday 6am-4pm</p> <p>Saturday 6am-4pm</p> <p>The Care Specialist and Help Desk teams are also available during these hours to support the participant experience. Outside of business hours, outreach goes to voicemail and return calls are made the next day.</p> <p>Based on participant/client needs, coaching sessions outside these hours are currently available and can be implemented as part of contracting discussions. During regular hours, Newtopia's Care Specialist team handles and responds to all incoming inquiries in real time. The response is immediate – through inbound calls, text, email, or live agent chat. Incoming calls are answered with an SLA of 5% or less missed calls, which is met and exceeded by the team consistently.</p> <p>As the team works in rotating shifts, the workflow is for each member to check emails and incoming texts as they start their shift. There are assigned shifts for each communication and interaction with participants. The expectation is for all requests to be acknowledged and answered before the end of the Care Specialist's shift. One-touch solutions are provided 70% of the time when dealing with any technical issues. On average, less than 30% of calls are escalated for purely technical issues that need subject matter experts to resolve. If an escalation is needed, a service desk ticket is logged by the Care Specialist and an update is provided to the participant within 24 hours with a resolution or next steps.</p> <p>There is always coverage on the Care Specialist Inbound team as long as Inspirators are working. After hours inquiries or issues are addressed at the beginning of the next shift, by contacting the participant to provide acknowledgement of the concern and provide a timeline for updates and resolution.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Newtopia has the ability and willingness to provide products and services to Sourcewell participating entities in the United States. Even though we have health coaches in Canada as well the US our current client based are risk bearing entities in the US. 95% of our revenue and orders come from our US based clients. Newtopia has operated in the US since our commercialization in 2013.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Newtopia has the ability and willingness to provide our services to Sourcewell participating entities in Canada. Newtopia is a Canadian company and has experience working with Eastern Health- the largest health authority in Newfoundland and Labrador, Canada serving residents on the Avalon, Burin and Bonavista Peninsulas. Also note we have 85 health coaches located throughout Canada to provide service.</p>	*

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Newtopia can provide services throughout Canada and the US. The only exception will be our inability to do genetic testing for residents in the state of NY. There rest of the Habit Change is experience can be delivered in both the US and Canada. There are no other limitations to our ability to provide our services.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A- Newtopia will be able to service all Sourcewell participating entities and sectors without exceptions.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A- Newtopia doesn't have any contract restrictions for Hawaii, Alaska and US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Once we determine target population / Stratify by risk Mutually agree on Newtopia eligibility criteria (out of range BMI, biometrics, type 2 etc.) Newtopia will put together a marketing plan in concert with each entity to do the following:</p> <ul style="list-style-type: none"> - Emails sent to the population explaining the Newtopia Program Offering -The email cadence is put into a communications calendar to be reviewed and revised by the entity. -Newtopia will also host Nutrition Exercise and Wellbeing workshops on a monthly basis that can be attended by both program and non-program participants - Newtopia will also create a custom landing page on the entities website to host information on the program and how to register and participate. - Mirror Newtopia engagement/billing criteria for incentive plan design (points for: coaching, digital access, activity etc.) -Plug in your employee incentive structure (MRA/HSA \$s, other payouts etc.) & administrative platform (VP, Castlight etc.) <p>As a part of every contract award Newtopia will create and distribute a press release announcing all new partnerships. These releases will go out to multiple media outlets as well as be posted on the Newtopia website.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our marketing team will use digital data to track the effectiveness of the outreach strategies. We use marketing tools to track, click rates, open rates as well as registration and conversion rates to email campaigns that we execute on. Newtopia marketing team will also establish a profile for each entity based on research and intel. This profile will be used to create a predictive model for adoption/registration and conversion to program participation.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell would promote the Newtopia contract on its procurement site and to offer references to prospective entities.</p> <p>The Sourewell contracts will be managed by a designated Sales and Client Success Team, This team will work together to present pricing proposals, presentations and demonstrations to close business. This team will be supported by a sales and manager resource that will monitor the portal and RFP process. This team will also be supported by: Our proposed team members for implementation are seasoned expert in their fields and include:</p> <ul style="list-style-type: none"> VP Project Management (10+ years in senior Project Manager roles) VP Analytics & Reporting (20+ years data analytics experience in the healthcare space, including clinical and health outcomes for large organizations) Chief Information, Privacy, & Security Officer (30+ years' experience in IT and Security risk services) SVP Commercial (30+ years in healthcare, including telehealth and genomics testing) Director of Behavioral Sciences (PhD, CPsych and founding member of Newtopia) Director of Genetics (25+ years' experience in the field of genetics of complex diseases such as obesity, diabetes, and cardiovascular diseases) Director of Program Operations (10+ years of coaching experience) VP Communications and Outreach (Marketing professional and Newtopia founding team member)
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>No-Newtopia doesn't currently have an e-procurement ordering process</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Since Newtopia provides the service there is no equipment or operator training need for our offering.
41	Describe any technological advances that your proposed products or services offer.	Our technology uses machine learning and AI to better inform and to personalize the experience for each participant.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	N/A
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Newtopia is a holistic solution that prevents, reverses, and slows chronic disease progression while enriching mental health, resilience, and overall human performance. Our platform leverages genetic, social, and behavioral insights to create individualized prevention programs focusing on type 2 diabetes, heart disease, stroke, and weight management. With a person-centered approach that combines virtual care, digital tools, connected devices, and actionable data science, Newtopia delivers sustainable clinical and financial outcomes.</p> <p>Unique Attributes:</p> <ul style="list-style-type: none"> a. High Engagement Rates- 75% in year 1 and 50% in year 2 b. Sustainable Outcomes that grow over time c. Peer reviewed RCT with direct cost savings of \$1,464 per participant d. In-Year Payback of 2:1 ROI e. Performance Based Pricing- Per engaged participant per month not a PEPM f. Genetic testing which provides an additional layer of personalization for the participant experience g. 1st CDC Recognition for Alternative DPP approach vs. Learning Platform h. Personality Matched Inspirator/Health Coaches

Table 9: Performance Standards or Guarantees

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

Line Item	Question	Response *
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<p>46</p>	<p>Describe any performance standards or guarantees that apply to your services</p>	<p>The Newtopia disease prevention offering is for all participants who are at risk for diabetes, heart disease and obesity. Our offering is available for 18 and older participants. Newtopia assesses population risk of developing lifestyle related chronic disease by looking at individual's metabolic risk factors. This information allows Newtopia to calculate a Metabolic Severity Risk Score, a benchmark for improvement. Newtopia's book of business outcomes has demonstrated that the Metabolic Severity Risk Score can decrease by over 14% which translates into both improvement in clinical wellbeing as well as a financial benefit to payers. Throughout its history Newtopia continues to innovate its customized offering to the unique needs of specific clients and their members. Newtopia has demonstrated success in working with a wide range of client types including state governments, large employers, and public health entities. Each experience is personalized to each individual and delivered virtually, either by phone or video tools.</p> <p>As a value-based healthcare partner, Newtopia puts fees at risk with an engagement and outcomes-based pricing, and our profit is largely built into our outcome fee. The outcome goal is measured as a 5% body weight reduction for the participant by the end of month 12, which is the clinically proven point at which risk factors are also reduced. Clients are billed for an outcome success fee for each participant who reaches this outcome. Our approach combines social, behavioral, and genetic information to activate habit changes that last a lifetime. Newtopia's invites at-risk employees to complete a personal profile and take the genetic test. A personality matched Inspirator engages the participant and provides personalized support for improving nutrition, exercise, and well-being. The Newtopia app provides support 24/7, wearables and e-scales give feedback, and a 360-degree approach to engagement and support keeps participants engaged throughout their time in the program.</p> <p>The Newtopia model is not a conventional per participant per month, but a per engaged participant per month. We share the risk-reward model of results. Newtopia's fees are at the participant level (i.e., once a participant signs up) and are based upon monthly program engagement and delivered health outcomes. Participant engagement is measured monthly and is defined as completing any one of the following milestones:</p> <p>At least 1 coaching / Care Specialist session</p> <p>12 days of activity tracking 12 Newtopia app logins 8 days of weight tracking 1 Newtopia Challenge</p> <p>Once Inspirators begin coaching, they participate in an ongoing Quality Assurance Program for performance management purposes. This includes regular review and assessment of their performance during coaching calls to ensure it meets the Newtopia standard.</p> <p>The Quality Assurance Specialist performs weekly, targeted call evaluations as a systematic means to gauge adherence to processes and content/lesson delivery so they can be optimally used to improve quality management, Inspirator performance, enhance training, and improve the participant experience. All Inspirators meet weekly with their team lead to review participant progress and layout tactical plans for the following week's appointments, which are reviewed in a weekly team meeting to gather feedback and share recommendations. Aside from the routine review process, if an issue is brought up from a participant in the program, the Quality Assurance Specialist reviews and makes recommendations to either the Inspirator or the program development or training team.</p>
<p>47</p>	<p>Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)</p>	<p>Newtopia's mobile app is available to participants 24/7/365. The only time participants may potentially experience a disruption would be during a Salesforce update, which is scheduled by Salesforce during minimally disruptive periods based on their user data.</p> <p>a. Service uptime SLA is 99.97%</p> <p>b. Maintenance windows that would impact users are set for Sunday mornings between 12am and 5am</p> <p>c. Software updates do not typically cause system downtime</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
48	Describe your payment terms and accepted payment methods.	<p>Newtopia shall electronically invoice Client (or its agent, designated by Client to Newtopia in writing) for fees per the applicable Schedule. All invoices shall (i) reference the number on the Client's PO issued to Newtopia; (ii) use the fee or rate specified on the appropriate Schedule; and (iii) be sent in a timely manner to Client. Payment for all undisputed amounts owed by Client to Newtopia for the Services are due thirty (30) days from Client's receipt of such invoice. Unless otherwise agreed in writing Client shall make payments electronically, and pay any wire fees. Any disputed amounts will be paid immediately after the dispute is resolved.</p> <p>b) Client (or its agent designated by Client) shall notify Newtopia on a timely basis, if an individual ceases to be eligible as a Newtopia customer. Newtopia is not entitled to compensation under this Agreement, for services Newtopia rendered to the individual after Newtopia's receipt of said notice from Client.</p>
49	Describe any leasing or financing options available for use by educational or governmental entities.	Newtopia is open to exploring a leasing option for educational and governmental entities for this contract.
50	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Our standard contracting documents are the following:</p> <ul style="list-style-type: none"> 1-Professional Services Agreement 2- BAA- Business Associate Agreement 3- SOW- Statement of Work <p>See attached samples of each agreement</p>
51	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Newtopia doesn't currently accept P-card procurement but is open to accepting this form of payment. Newtopia will pass along any service fees for this form of payment.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
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52	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Newtopia's pricing structure is engagement and outcomes-based, and there is no per employee per month fees. We share the risk-reward model of results. Newtopia's prices are at the participant level (i.e., once a participant signs up) and are based upon monthly program engagement and delivered outcomes. Participant engagement is measured monthly and is defined as completing any one of the following:</p> <p>At least one coaching/care specialist session 12 days of activity tracking 12 Newtopia app logins 8 days of weight tracking</p> <p>Fee Schedule Welcome Kits: \$150 Year 1 Monthly Engagement: \$62.50 Year 2 Monthly Engagement: \$55.00</p> <p>Success Fee At the end of 12 months, a \$150 per participant fee is billed for all participants that have reached a > 5% bodyweight reduction.</p> <p>Assumes a minimum of 100 enrolled participants. Standard client metric reports are provided. Custom data requests, APIs, or integrations requiring development work would need to be mutually agreed upon, scoped and price accordingly</p> <p>Administrative Fee for Sourcewell</p> <p>Newtopia is willing to pay a 10% administrative fee to Sourcewell on all revenues with the exception of welcome kit cost/fees.</p> <p>* Additional discounted pricing and/or performance guarantees are available for strategic large-scale</p>	*
53	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing is a discount on our MSRP rate for monthly engagement. This is a 5% discount off of our standard rates.	*
54	Describe any quantity or volume discounts or rebate programs that you offer.	Newtopia is open providing additional discounts and/or performance guarantees for strategic large scale opportunities. Entities with more than 15K eligible participants.	*
55	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Newtopia is a service provider and will not have a sourced related service.	*
56	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Standard implementation is included as part of the cost of acquisition. However, any custom reporting, data integrations and API's will be scoped and priced separately at either a flat rate or per hour depending on project. Custom system integrations can cost \$10K-\$15K per build. Customized reporting can cost \$5K-\$10K.	*
57	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A	*
58	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The shipping of welcome kits in the US and Canada is included in our price/offering. Any offshore delivery will have to be priced separately.	*
59	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
60	d. other than what the Proposer typically offers (please describe).	The rates provided are better than our standard program rates.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
61	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Newtopia will have a Client Success Manager assigned to Sourcewell. This designated Client Success Manager will be responsible for all programs that are sourced through this contract. That individual will provide the sales reporting on a quarterly basis; coordinate with Newtopia finance entity pricing as well as the Sourcewell administrative fee. As a publically traded company Newtopia is legally obligated to provide our financials on a quarterly basis. As part of this auditing process any administrative fees will be included in that process. Our internal auditors will hold us accountable to ensuring our books are accurate.
62	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quality assurance surveys are sent at the end of periods 2/4/12 to gauge participants' overall experiences & ask if they would recommend Newtopia. Questions cover: onboarding; Inspirator match/impact; program content; tools; overall impact/results. Questions are scored 1(low) to 10(high). Responses are used to guide Inspirator performance feedback, contribute to tech roadmaps, & ensure that participants' experiences are going well. As part of engagement strategy, Care Specialists call participants in non-QAS months to gather feedback; this is noted on their file & passed on to relevant teams. Participant Onboarding Funnel, Participant Outreach Funnel- Adoption Rate, Participant Population Weight Outcomes- lbs lost and body weight percentage lost
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Newtopia will pay Sourcewell 10% of all revenues. Welcome kits cost will not be included in this calculation

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Newtopia Habit Change Provider Solution</p> <p>One size does not fit all when it comes to changing habits and improving overall health. We take an individualized whole-person approach that combines the best of human intervention and digital technology. Participants are personality matched with a health coach (Inspirator) through a proprietary algorithm and then engage in one-on-one coaching to develop and maintain better nutrition, exercise, and behavioral well-being habits. In our next generation app, participants will see their real time Habit Change Index, our proprietary algorithm that measures all daily micro activities and data collected from remote patient monitoring devices that influence outcomes.</p> <p>As the first step, Newtopia stratifies the population through existing biometric screening data, claims data, or an online risk screener. Based on the strategy and risk factors, Newtopia focuses on the appropriate risk reduction. Newtopia can provide a broad-based disease prevention program when dealing with multi-risk factors and co-morbidities or a single focus such as diabetes prevention, weight management, hypertension and heart health, or healthy living with diabetes.</p> <p>Participant experiences are tailored to their health risks, genetics, medical history, motivation, social determinants of health, personal preferences, and goals. Virtual one-on-one coaching by a personality matched Inspirator provides accountability, while long-term engagement is supported by digital tools such as connected devices and interactive apps. Participants keep track of their goals, achievements and have access to a library of pre-recorded videos and educational tools in the app. For sustainable and meaningful outcomes, we need to change habits.</p> <p>Newtopia's approach combines social, behavioral, and genetic information to activate habit changes that last a lifetime. The Newtopia experience includes the following elements:</p> <p>Personal profile gathers information about individual's personality type, level of motivation, eating habits, activity level, and social determinants of health.</p> <p>Welcome Kit includes an e-scale, access to the Newtopia app, a genetic test, and can include other tools such as a blood pressure cuff.</p> <p>Genetic testing for hyper-personalizing lifestyle recommendations around overeating, macronutrient break down, type of exercises, and resiliency to stress based on individual genes.</p> <p>We pair participants with their Inspirator through a proprietary personality matching algorithm; our Inspirator to participant synchronization rate is 99%, meaning that fewer than 1% of participants request a new match.</p> <p>Personalized program to build and develop habits across nutrition, exercise, and behavioral well-being to improve mental health, resilience, and overall human performance.</p> <p>Tracking of mental health, resilience, and overall human performance throughout participants experience using the PROMIS® measures (mood, anxiety, sleep, energy, stress)</p> <p>Newtopia app for all program progress updates and resources to support the participant journey with gamification, video lessons, goals, trend tracking, and more.</p> <p>Personalized weekly goals to develop sustainable habits and lifestyle choices around nutrition, exercise and well-being.</p> <p>Supportive online social community.</p> <p>Ongoing white glove, concierge support service to optimize the participant experience.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Digital Health Coaching Diabetes Prevention Heart and Hypertension Weight Management</p>

Table 148: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
66	Physical point solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	Our offering is a technology enabled service that is delivered virtually.
67	Digital health coaching	<input checked="" type="radio"/> Yes <input type="radio"/> No	The Newtopia Habit Experience is a digital coaching offering.
68	Engagement and utilization applications and platforms	<input checked="" type="radio"/> Yes <input type="radio"/> No	The Newtopia Habit Change experience is an engagement platform for disease prevention. Participants use our app and are receive coaching that teaches health habits to prevent, slow and reverse the progression of chronic lifestyle related diseases.
69	Risk management solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	Newtopia does not provide any risk management solutions
70	Condition specific solutions, including, but not limited to: i. Musculoskeletal health; ii. Diabetes prevention and management; iii. Hypertension; iv. Weight loss; and, v. Infertility (Use the Comment field to specify what conditions apply)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Newtopia provides diabetes prevention and management services; hypertension; weight loss
71	Services and technology related to the offering of the solutions described in Lines 66-70 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	The Newtopia App which provides the participant with a toolset to gauge and track their progress, receive notifications, reach out to the Care Specialist team, manage and schedule coaching sessions, and access program materials and resources. The app includes: - A library of Newtopia recipes - Inspirator-guided nutrition, exercise, and well-being goals - Self-guided nutrition, exercise, and well-being goals - Self-guided challenges - Step tracking which is synced to the participant's activity tracker - Weight tracking which is synced to a smart scale provided to the participant in the Welcome Kit - Food and meal tracking via the Newtopia Snap'n'Track photo feature - Video lessons on a variety of topics - Coaching session scheduler to book, cancel, reschedule, and view your coaching appointments We are also launching a new, leading-edge Newtopia mobile app that will provide a reimagined and improved participant digital experience.

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Newtopia Quote for Sourcewell.pdf - Tuesday January 25, 2022 18:53:51
 - [Financial Strength and Stability](#) - Newtopia-FS-Sept-30-2021-(FINAL).pdf - Tuesday January 25, 2022 18:17:59
 - [Marketing Plan/Samples](#) - Newtopia Sample Marketing Materials.pdf - Wednesday January 26, 2022 19:25:30
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Newtopia RCT - JOEM.pdf - Tuesday January 25, 2022 19:00:18
 - [Standard Transaction Document Samples](#) - Newtopia Standard Order Sample.pdf - Tuesday January 25, 2022 18:14:11
 - [Upload Additional Document](#) - Newtopia Quarterly Report Example.pdf - Wednesday January 26, 2022 19:35:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Digital_Health_Products_Solutions_RFP_012722 Thu January 20 2022 04:00 PM	<input checked="" type="checkbox"/>	4
Addendum_3_Digital_Health_Products_Solutions_RFP_012722 Wed January 19 2022 08:35 AM	<input checked="" type="checkbox"/>	5
Addendum_2_Digital_Health_Products_Solutions_RFP_012722 Mon December 27 2021 10:56 AM	<input checked="" type="checkbox"/>	3
Addendum_1_Digital_Health_Products_Solutions_RFP_012722 Tue December 21 2021 03:03 PM	<input checked="" type="checkbox"/>	2