

**Solicitation Number: RFP #031623****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **BrightPlan, LLC**, 7491 North Federal Hwy, St. C5-302, Boca Raton, FL 33487 (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 **Employee Financial Wellness Programming and Related Employer-Sponsored Financial 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 May 29, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

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

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

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

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**3. Use; Quality Control.**

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

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

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

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

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

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

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

## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

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

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

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

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

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

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

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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

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

## **19. COMPLIANCE**

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

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

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

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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



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

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

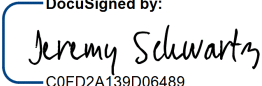
## **22. CANCELLATION**


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

BrightPlan, LLC

DocuSigned by:  
  
 By: C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 5/19/2023 | 3:29 PM CDT

DocuSigned by:  
  
 By: B1C01F9C997342A...  
 Naomi Kantrowitz  
 Title: Director of Compliance  
 Date: 5/23/2023 | 8:45 AM PDT

Approved:

DocuSigned by:  
  
 By: 7E42B8F817A64CC...  
 Chad Coauette  
 Title: Executive Director/CEO  
 Date: 5/23/2023 | 10:56 AM CDT

# RFP 031623 - Employee Financial Wellness Programming and Related Employer-Sponsored Financial Solutions

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## Vendor Details

Company Name: BrightPlan LLC  
Address: 7491 North Federal Hwy  
STE C5 302  
Boca Raton, FL 33487  
Contact: Keith Haig  
Email: khaig@brightplan.com  
Phone: 720-412-5005  
HST#:

## Submission Details

Created On: Friday February 03, 2023 14:05:53  
Submitted On: Wednesday March 15, 2023 13:44:15  
Submitted By: Keith Haig  
Email: khaig@brightplan.com  
Transaction #: 112bd4bc-5be6-4b26-892a-aaaa0642a412  
Submitter's IP Address: 99.13.219.137

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	BrightPlan, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not applicable
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	BrightPlan
4	Provide your CAGE code or Unique Entity Identifier (SAM):	NJGGKBM1PA48
5	Proposer Physical Address:	7491 North Federal Hwy, St C5-302 Boca Raton, FL 33487
6	Proposer website address (or addresses):	www.brightplan.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):	Naomi Kantrowitz, Director of Compliance, 7491 North Federal Hwy, St C5-302 Boca Raton, FL 33487, nkantrowtiz@brightplan.com, (408) 933-6188 ext 705.
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Keith Haig, Enterprise Financial Wellness Consultant, 7742 Navarre Parkway #128, Navarre, FL 32566, khaig@brightplan.com, 720-412-5005
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Haleigh Albers, Director of Solution Consulting, 8772 Brentwood Pl. St. Louis, MO 63144, halbers@brightplan.com, 618-420-7015

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

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>BrightPlan was founded in 2015 offering financial wellbeing to individuals. BrightPlan began partnering with employers in 2019 to provide unprecedented insights and analytics to them while delivering a best-in-class solution to their employees ultimately improving the overall health and effectiveness of their employee base. Our Board and leadership consists of experienced professionals from financial services, technology, and human resource backgrounds. Today, we partner with employers of all sizes and provide BrightPlan's comprehensive solution.</p> <p>BrightPlan is founded on the belief that financial wellness is a universal need, like access to quality healthcare and education. BrightPlan's mission is to have a profound impact on people's lives by making financial well-being attainable for everyone.</p> <p>BrightPlan's digital-led, human supported approach delivers financial wellness at scale 24/7, making wellness attainable for employee populations with diverse needs and schedules. Combined with unlimited access to experienced financial planners, BrightPlan's patented financial wellness app makes money simple and empowers employees and their entire household to learn, plan, invest and manage money to become educated, effective decision-makers and achieve their life goals.</p> <p>Based on proprietary data, BrightPlan's financial wellness solution provides business leaders with full visibility into the unique and personalized needs of their diverse and dispersed workforce.</p>	*
11	What are your company's expectations in the event of an award?	Our expectation is to be listed in Sourcwell as an available contract. That Sourcwell will be able to provide contracting assistance (related to the specific award) if needed between agencies and Brightplan.	*
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.	BrightPlan raised \$9.5M in our Series A with Fremont Group, Cynosure Group, Still Capital Partners, and Hawk Partners. Please see the attached report from Dun & Bradstreet.	*
13	What is your US market share for the solutions that you are proposing?	Within the Total Financial Wellness market, BrightPlan's market share is about 15% and growing.	*
14	What is your Canadian market share for the solutions that you are proposing?	Within Canada's Total Financial Wellness market, BrightPlan's market share is 10% and growing.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
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?	<p>BrightPlan is best described as a service providers with a SaaS (Software as a Service) model.</p> <p>a) We are not considered a distributor/dealer/reseller.</p> <p>b) BrightPlan's sales and service forces are BrightPlan employees. To ensure scalability, BrightPlan retains additional service resources through financial services vendors to meet customer needs in times of very high activity. We contract directly with financial services firms to ensure compliance and regulatory oversight is consistent across individual service providers.</p>	*
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.	As an independent, digital Registered Investment Advisor (RIA) with the SEC, BrightPlan holds the required certifications to deliver advice. In addition, BrightPlan is certified for fiduciary excellence through the Centre for Fiduciary Excellence and is subject to annual audits to ensure our processes and procedures align with said standard. BrightPlan Financial Planners hold their CFP® certification which requires coursework, experience, and examination to acquire initially. Ongoing continuing education is required for all certificants to remain certified.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	BrightPlan has no Suspension or Debarment information.	*

**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	BrightPlan has won the following awards: HRO Today: Best in Technology Wellness Award (2022), Acquisition International: Worldwide Finance Award (2022), Financial Technology Report Top 100 Financial Technology Company (2021), Aite Impact Innovation Award 2021: Digital Wealth Management, TalentCulture HR Tech Award (2021), EBN 2020 Digital Innovators, Aragon Research 2020 Hot Vendor, Brandon Hall Group Excellence in Technology Award (2020), and Wealth Management.com 2018 Industry Award.
20	What percentage of your sales are to the governmental sector in the past three years	BrightPlan is in active initiative with government contractors and prioritizing governmental sector business moving forward.
21	What percentage of your sales are to the education sector in the past three years	5% of BrightPlan's sales are within the education sector within the past 3 years.
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?	We are subject to confidentiality agreements with our current customer base and cannot share privileged information at this time. About 5% of our customer base consists of FQHC(s). Financial wellness is an emerging market and public sectors are just now actively seeking solutions at this time. BrightPlan is in process with several state and local entities to implement our Total Financial Wellness Solution.
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?	BrightPlan is actively seeking to obtain GSA contracts or SOSAs.

**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 *
Bread Financial	Lindsay Madaras	Contact Information: Lindsay.Madaras@breadfinancial.com  Additional contact information can be provided upon request.
TriNet	Lynsey Howell	Contact Information: Lyndsey.Howell@trinet.com  Additional contact information can be provided upon request.
Bloom Energy	Patricia Garma	Contact Information: patricia.garma@bloomenergy.com  Additional contact information can be provided upon request.

**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 *
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New Leaders	Education	New York - NY	<p>We offer a comprehensive model that includes all of our base services:</p> <ul style="list-style-type: none"> <li>- BrightPlan Academy and Education: Videos, Webinars, Short Form Articles, Long form Content, Blog Posts</li> <li>- Access to program for Employees and their Dependents</li> <li>- 4 Custom Webinars tailored to organization</li> <li>- 12 Getting Started Webinars for New Hires</li> <li>- Goals Based Planning</li> <li>- Investment Advice</li> <li>- Investment and Spending Analysis</li> <li>- Budgeting, Dynamic Balance Sheet, Net Worth, and Goal Status Tracking</li> <li>- Digital Advisor Access (24/7 Financial Wellness Coach)</li> <li>- Access to CFP Advisors for EE and Spouse</li> <li>- Offboarding Access for 3 months post employment</li> </ul>	Over 150 lives on BrightPlan	>\$11,000	*
Ellucian	Education	Virginia - VA	<p>We offer a comprehensive model that includes all of our base services:</p> <ul style="list-style-type: none"> <li>- BrightPlan Academy and Education: Videos, Webinars, Short Form Articles, Long form Content, Blog Posts</li> <li>- Access to program for Employees and their Dependents</li> <li>- 4 Custom Webinars tailored to organization</li> <li>- 12 Getting Started Webinars for New Hires</li> <li>- Goals Based Planning</li> <li>- Investment Advice</li> <li>- Investment and Spending Analysis</li> <li>- Budgeting, Dynamic Balance Sheet, Net Worth, and Goal Status Tracking</li> <li>- Digital Advisor Access (24/7 Financial Wellness Coach)</li> <li>- Access to CFP Advisors for EE and Spouse</li> <li>- Offboarding Access for 3 months post employment</li> </ul>	Over 2,000 lives on BrightPlan	> \$245,000	*

Energy Foundation	Non-Profit	California - CA	<p>We offer a comprehensive model that includes all of our base services:</p> <ul style="list-style-type: none"> <li>- BrightPlan Academy and Education: Videos, Webinars, Short Form Articles, Long form Content, Blog Posts</li> <li>- Access to program for Employees and their Dependents</li> <li>- 4 Custom Webinars tailored to organization</li> <li>- 12 Getting Started Webinars for New Hires</li> <li>- Goals Based Planning</li> <li>- Investment Advice</li> <li>- Investment and Spending Analysis</li> <li>- Budgeting, Dynamic Balance Sheet, Net Worth, and Goal Status Tracking</li> <li>- Digital Advisor Access (24/7 Financial Wellness Coach)</li> <li>- Access to CFP Advisors for EE and Spouse</li> <li>- Offboarding Access for 3 months post employment</li> </ul>	Over 100 lives on BrightPlan	> \$8,000	*
Metropolitan Center for Independent Living	Non-Profit	Minnesota - MN	<p>We offer a comprehensive model that includes all of our base services:</p> <ul style="list-style-type: none"> <li>- BrightPlan Academy and Education: Videos, Webinars, Short Form Articles, Long form Content, Blog Posts</li> <li>- Access to program for Employees and their Dependents</li> <li>- 4 Custom Webinars tailored to organization</li> <li>- 12 Getting Started Webinars for New Hires</li> <li>- Goals Based Planning</li> <li>- Investment Advice</li> <li>- Investment and Spending Analysis</li> <li>- Budgeting, Dynamic Balance Sheet, Net Worth, and Goal Status Tracking</li> <li>- Digital Advisor Access (24/7 Financial Wellness Coach)</li> <li>- Access to CFP Advisors for EE and Spouse</li> <li>- Offboarding Access for 3 months post employment</li> </ul>	Over 80 lives on BrightPlan	> \$4,000	*



Televerde	Non-Profit	Arizona - AZ	<p>We offer a comprehensive model that includes all of our base services:</p> <ul style="list-style-type: none"> <li>- BrightPlan Academy and Education: Videos, Webinars, Short Form Articles, Long form Content, Blog Posts</li> <li>- Access to program for Employees and their Dependents</li> <li>- 4 Custom Webinars tailored to organization</li> <li>- 12 Getting Started Webinars for New Hires</li> <li>- Goals Based Planning</li> <li>- Investment Advice</li> <li>- Investment and Spending Analysis</li> <li>- Budgeting, Dynamic Balance Sheet, Net Worth, and Goal Status Tracking</li> <li>- Digital Advisor Access (24/7 Financial Wellness Coach)</li> <li>- Access to CFP Advisors for EE and Spouse</li> <li>- Offboarding Access for 3 months post employment</li> </ul>	Over 200 lives on BrightPlan	> \$12,000	*
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**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *
26	Sales force.	All members of the BrightPlan sales force are BrightPlan employees. We are a fully remote workforce that travels to meet the needs of our customers and prospects. We currently have 18 dedicated salespeople.
27	Dealer network or other distribution methods.	BrightPlan only utilizes a direct to market distribution strategy. Therefore, we do not have a dealer network or other distribution method.
28	Service force.	<p>BrightPlan's fully remote service force is dedicated to providing white-glove service to participating entity leaders and their employees alike. With about 50 members of our service team across the Customer Success, Client Success, and Financial Planner teams, BrightPlan provides high-quality support with a 92 NPS and has retained 100% of customers.</p> <p>The dedicated Customer Success team for each participating entity will work alongside leaders to understand the needs of their employee-base and provide insights from employer data and benchmarking as part of Financial Wellness Reviews. These insights lead to recommendations to help improve your employees' financial wellness, whether by focusing education on a significant need surfaced by the data, or increasing the communications frequency with a group of employees that are disengaged. The entity's Customer Success Manager is a dedicated liason responsible for ensuring success within the BrightPlan partnership</p> <p>BrightPlan's Client Success team supports employees with technology and transactional questions, such as enrollment, setting up goals, linking accounts, setting up an IRA or Investment account and much more. Employees have unlimited access to support, encourage engagement and drive financial health. To access the client success team, employees will utilize the BrightPlan app, our toll free phone number, or email ensuring support when and where it is needed.</p> <p>Employees also have access to our diverse Financial Planner team and the ability to schedule with the same, a different, or the first available advisor. With BrightPlan, employees unlock access to an unlimited number of meetings with experienced CERTIFIED FINANCIAL PLANNING(TM) Professionals (CFP®) certified in employer benefit offerings. As a Registered Investment Advisor, BrightPlan adheres to the fiduciary standard of care, requiring that the advice given is at all times in employees' best interests. BrightPlan Financial Planners do not sell any products.</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.	Participating entities contact the dedicated Sr. Account Executive to initiate the ordering process. BrightPlan will provide a streamlined process leading to a launch within the preferred timeline including standard contracting and solution presentation.	*
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>BrightPlan is a digital-led, human supported financial wellness solution. Individuals gain access to real-time advice, 24/7 via their personalized digital app. In addition, experienced BrightPlan Financial Planners are available on an unlimited basis to support the financial planning needs of each individual.</p> <p>Each of our financial planners and advocates go through an extensive training program that includes use and guidance on the BrightPlan App, company specific benefits and financial wellness education. Our financial planners are CERTIFIED FINANCIAL PLANNING(TM) Professionals who are required to take continuing education so as to stay abreast of the latest in financial planning topics. We require additional training and certifications around topics such as equity compensation, empathy and benefits.</p> <p>Our advocates and financial planners have a 9.8 out of 10 satisfaction score and 95 NPS. We maintain an average response time of 24-48 hours and incentives such as bonus are tied to achievement of customer service metrics.</p> <p>In addition to financial planning support, BrightPlan's Customer Advocates are available via phone, email, or app to provide support for navigation and usage of the technology to ensure strong usability and 24/7 access.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>BrightPlan is on a mission to bring financial wellness to everyone. Partnering with Sourcewell and its participating entities enables our ability to deliver fiduciary advice and comprehensive financial planning to the impacted employees. As a digitally-led financial wellness solution, BrightPlan is uniquely positioned to scale and support a diverse and dispersed member population in the US. BrightPlan's Total Financial Wellness solution combines smart technology with unlimited access to fiduciary advisors delivering comprehensive, fiduciary advice to individuals across all financial situations: frontline workers, dispersed or mobile workforces, professional services, and so much more.</p> <p>Our patented technology delivers dynamic guidance 24/7 allowing us to seamlessly scale to any size organization: large to small. At the same time, we interweave unlimited advisor access to provide additional support. Utilizing technology to deliver financial wellness support provides organizations with datasets never before available. Organizations working with BrightPlan capitalize on our partnership to make data-driven decisions and execute on company objectives more effectively. BrightPlan delivers unprecedented partnership and anonymized and aggregated data to our client organizations to equip them to achieve their business goals and objectives ultimately strengthening the employment value proposition.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>BrightPlan is on a mission to bring financial wellness to everyone. Partnering with Sourcewell and its participating entities enables our ability to deliver fiduciary advice and comprehensive financial planning to the impacted employees. As a digitally-led financial wellness solution, BrightPlan is uniquely positioned to scale and support a diverse and dispersed member population in Canada. BrightPlan's Total Financial Wellness solution combines smart technology with unlimited access to fiduciary advisors delivering comprehensive, fiduciary advice to individuals across all financial situations: frontline workers, dispersed or mobile workforces, professional services, and so much more.</p> <p>Our patented technology delivers dynamic guidance 24/7 allowing us to seamlessly scale to any size organization: large to small. At the same time, we interweave unlimited advisor access to provide additional support. Utilizing technology to deliver financial wellness support provides organizations with datasets never before available. Organizations working with BrightPlan capitalize on our partnership to make data-driven decisions and execute on company objectives more effectively. BrightPlan delivers unprecedented partnership and anonymized and aggregated data to our client organizations to equip them to achieve their business goals and objectives ultimately strengthening the employment value proposition.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Currently, BrightPlan does not actively support entities or individuals in Quebec due to regulatory requirements.	*
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?	BrightPlan does not have any limitations and will be servicing all participating entity sectors.	*

35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	BrightPlan does not have any contract requirements or restrictions and will be servicing all participating entities in Hawaii, Alaska, and US Territories.	*
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**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.	BrightPlan utilizes data-driven marketing strategies to ensure participating entities seeking a Financial Wellness Benefit identify the right solution for their organization. BrightPlan provides multi-channel marketing including the attached sample.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We use technology and digital data in a variety of ways to enhance marketing effectiveness. BrightPlan leverages social media platforms such as LinkedIn and Twitter to reach target audiences, build brand awareness, promote services, engage with customers, and gather insights into market needs and behaviors. BrightPlan uses social media data and metadata to identify how users interact with our profiles and digital content, including web pages, videos, and images. Utilizing the information collected, BrightPlan builds a data-driven strategy to meet the demands of our market and users alike. By understanding our market through data and technology, BrightPlan engages with participating entities and their members effectively to drive results.	*
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?	Once an opportunity is identified through Sourcewell's outlined process, BrightPlan will engage with the entity for needs analysis and solution provision. A Sourcewell-awarded contract will integrate within our streamlined sales process due to predetermined terms and experienced sales representatives to manage the process seamlessly. Once a decision to move forward is made, BrightPlan provides a dedicated implementation manager to ensure a successful launch of all awarded contracts.	*
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.	Currently, BrightPlan does not have an established e-procurement ordering process. We are open to establishing this in partnership if there is a demand, and it enhances the customer acquisition experience.	*

**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.	<p>BrightPlan provides training and educational sessions and resources to all participating entities who choose to implement BrightPlan within their employee base. BrightPlan delivers educational content in-app via our Academy or through preferred channels identified by the participating entity, including customized articles, videos, and webinars. Topics include, but are not limited to, guidance for optimizing employee benefits, tailored advice for various life events, retirement and pension planning, debt reduction, and timely market trends. The BrightPlan Academy will be available on-demand to all employees of participating entities. Ongoing content customization related to employee benefits will be created in partnership with each organization.</p> <p>We will provide custom webinars focused on employee benefits and relevant financial planning topics. In addition, we will provide 12 "Get Started with BrightPlan" sessions to new hires to help them learn about BrightPlan, take advantage of their new benefits, and start planning for their financial future. Our "Finance Fridays" series covering a wide range of financial wellness topics is available to all employees.</p> <p>Should additional content be needed, BrightPlan will partner with each participating entity to design and deliver the customized content.</p>	*

41	Describe any technological advances that your proposed products or services offer.	<p>BrightPlan was founded to solve shortcomings of traditional, human-led financial wellness models. As a digitally-led, Total Financial Wellness solution, BrightPlan delivers unprecedented clarity to our employer partners by putting a benefit in place that overlays each member's benefits with their personal financial ecosystem. Using smart technology gives us the ability to collect and analyze data to support our employer partners. By working on the frontline with our customers, we see the emerging needs first hand and deliver best-in-class solutions.</p> <p>Taking a digital led approach through smart technology, BrightPlan is a unique financial wellness solution that combines the best of goals-based financial planning, investment advice, personal finance management, education and access to a financial planner with patented technology, the Financial Wellness Coach. The Financial Wellness Coach is an AI-powered digital financial coach that works 24/7, independent of an advisor, to deliver advice and to help employees build a comprehensive financial plan, understand their next best action, and achieve their financial life goals.</p> <p>Through continuous innovation, BrightPlan's predictive AI delivers recommendations on the next steps to take within an individual's financial wellness journey. All advice delivered in-app is based on AI-discovered predictors of action and relevance, then applied to individual profiles to provide the most needed education and the most appropriate next step an employee needs to take.</p> <p>To support participating entities, BrightPlan drives ongoing innovation for our service offering. The additional services under development include but are not limited to the following offerings.</p> <ol style="list-style-type: none"> <li>1. Ongoing global expansion within each country's compliance and regulatory requirement using both CERTIFIED FINANCIAL PLANNING™ Professionals and smart technology</li> <li>2. Expansion of AI-provided advice for employees leading to predictive, anonymized data and insights for participating entities</li> <li>3. Expansion of AI-powered money management tools and resources used to enable individuals to proactively manage their financial situation in real-time</li> <li>4. Service Offerings to provide comprehensive support to employees during all of life's financial situations including but not limited to expanded Open Enrollment and Benefit Election Support, Career Pathing to provide guidance on all areas of compensation, and more</li> </ol> <p>Personal finance wellness is the cornerstone to help employees manage their income, spending and plan to save for life's goals confidently. BrightPlan's focus on continuous innovation enables ongoing employee support where it is needed most.</p>	*
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.	BrightPlan's solution leads with technology and utilizes a fully-remote service team. By effectively delivering impactful interactions with employees without the need for commuting or paper-based business, BrightPlan provides a 'green' financial wellness solution that suites the needs of diverse workforces.	*
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.	At this time, we do not have any third-party issued eco-labels, ratings, or certifications.	*
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.	BrightPlan is a small business as defined by the U.S. Small Business Administration (SBA).	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	BrightPlan utilizes a dual-pronged approach using technology and advisor access to optimize the employment value proposition. BrightPlan's comprehensive financial wellness solution supports the entire employee lifecycle from recruitment to offboarding and everything in between. Through features designed to enable optimization of benefit elections, life event support, and crisis mitigation, BrightPlan advises employees on how to maximize the value being provided by their employer within their personal financial ecosystem at all career stages. Utilizing the data from employee actions and engagement, BrightPlan partners with entity leaders to equip them with the insights they need to make prescriptive decisions. The combination of engagement at both employee and entity levels drives a cohesive, synergistic financial wellness experience.	*

**Table 9: Performance Standards or Guarantees**

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

Line Item	Question	Response *
46	Describe any performance standards or guarantees that apply to your services	BrightPlan has a current NPS of 92. BrightPlan is certified for Fiduciary Excellence through CEFEX and undergoes annual 3rd party audits. BrightPlan tracks and audits numerous metrics for performance standards of services. At this time, we are measuring availability for service levels, which includes availability of advisors, technology availability, and case management. Please refer to attached SLA document for specific terms.
47	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We provide Service Level Agreements for limiting downtime for BrightPlan's technology and advisor availability. Our detailed SLA is attached in the uploads section.

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

Line Item	Question	Response *
48	Describe your payment terms and accepted payment methods.	Annual in Advance, Net 30, and we accept ACH, Bank Wire, and Check
49	Describe any leasing or financing options available for use by educational or governmental entities.	BrightPlan does not have specific leasing or financing options but can adjust payment terms for educational and governmental entities.
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.	BrightPlan would have a basic T&C, SLA, and order form for all awarded contracts. We have attached examples in the upload section of our response and some documents can be found at this link: <a href="https://www.brightplan.com/terms-of-service">https://www.brightplan.com/terms-of-service</a> and <a href="https://www.brightplan.com/privacy-policy">https://www.brightplan.com/privacy-policy</a> .
51	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we can set up P-Card Procurement using our existing vendor relationships if there is interest in using it as a method of payment, but it's not setup currently.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
52	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>BrightPlan's pricing model is based on a simple PEPM (Per Benefits Eligible Employee Per Month). We offer a comprehensive model for pricing that includes all of our base services:</p> <ul style="list-style-type: none"> <li>- BrightPlan Academy and Education: Videos, Webinars, Short Form Articles, Long form Content, Blog Posts</li> <li>- Access to program for Employees and their Dependents</li> <li>- 4 Custom Webinars tailored to organization</li> <li>- 12 Getting Started Webinars for New Hires</li> <li>- Goals Based Planning</li> <li>- Investment Advice</li> <li>- Investment and Spending Analysis</li> <li>- Budgeting, Dynamic Balance Sheet, Net Worth, and Goal Status Tracking</li> <li>- Digital Advisor Access (24/7 Financial Wellness Coach)</li> <li>- Access to CFP Advisors for EE and Spouse</li> <li>- Offboarding Access for 6 months post employment (increased from standard 3 for sourcwell)</li> </ul> <p>Our list price of \$5.95 PEPM is discounted for this RFP to \$3.47 PEPM.</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.	We have discounted our list price 41.7% for this RFP.
54	Describe any quantity or volume discounts or rebate programs that you offer.	We have discounted our list price to allow for any sized volume. We don't offer any rebate programs due to being a regulated provider.
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.	BrightPlan reviews each 'nonstandard' solution request and works in partnership with the requesting entity to define scope and cost.
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.	We are waiving any Setup and Implementation fees for this RFP. Shipping/Freight do not apply.
57	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	If it is identified that travel is required for provision of the BrightPlan solution for participating entities, travel costs will be reviewed and agreed upon prior to the defined travel date.
58	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	If it is identified that travel is required for provision of the BrightPlan solution for participating entities, travel costs will be reviewed and agreed upon prior to the defined travel date.
59	Describe any unique distribution and/or delivery methods or options offered in your proposal.	BrightPlan delivers the Total Financial Wellness solution via digital app and live, remote advisor access. BrightPlan acknowledges that certain circumstances will require on-site, in-person support. Those engagements are available as needed.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
60	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We are offering our comprehensive Financial Wellness Solution at \$3.47 PEPM, which is better than market price.

**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 Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	We have a compliance lead assigned that manages contracting. This person is Alesha Escalante at 408-933-6188, ext 706. BrightPlan will provide regular reporting on a quarterly basis as well as ad hoc reporting to Sourcwell on sales.
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.	<p>BrightPlan tracks numerous metrics for utilization of services. At this time, we are measuring availability for service levels, which includes availability of advisors, technology availability, and case management.</p> <p>In addition to metrics tracked to measure organizational usage, BrightPlan tracks a robust suite of metrics to display impact and success. Through the use of goals, information, and education users are able to see how small changes in their finances can make exponential impact. This insight can include metrics around money saved on interest, how one's quality of life can be affected, and projected value of accounts surfaced in-app through transparent reporting and progress tracking. Specific trending metrics available include savings, debt reduction, credit health, financial stress, financial health, and more. Through aggregation, BrightPlan provides unique insight into workforce financial health and impact of BrightPlan's solution.</p> <p>Specific metrics include Workforce Financial Wellness Gauge, impact on turnover, retirement readiness, credit health, and more.</p>
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	Brightplan proposes an administrative fee of 2% of any vendor sales under this contract.

**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>BrightPlan's Financial Wellness solution is available to all benefit-eligible employees and their households. BrightPlan's solution delivers support, data, and partnership to participating entities' benefits teams, leadership, and stakeholders. Our comprehensive solution utilizes education and tools to allow employees to take immediate action to improve their financial situation.</p> <p>Our unique combination of smart, patented technology, education, and human advisors enables employers to deploy at scale while delivering personalization for employees. BrightPlan is the first financial wellness solution certified for fiduciary excellence by the Centre for Fiduciary Excellence (CEFEX).</p> <p>The BrightPlan Total Financial Wellness solution is a tightly integrated digital and human solution providing employees with a live view of their financial life in the My Life Dashboard. Resources and tools available to the employee are organized around 4 key pillars of financial wellness:</p> <p>LEARN: Robust and comprehensive library of content packaged in a simple and intuitive way, including live and on-demand videos and webinars designed to drive success for employees and their people leaders.</p> <p>PLAN: Goals-based comprehensive financial planning, including retirement, debt payoff, education planning, insurance, tax, estate planning, and our digital Financial Wellness Coach™ ensuring employees stay on track to achieve personal and company goals</p> <p>INVEST: Easy-to-understand and robust investment analysis and advice tied to each individual's unique goals and needs</p> <p>MANAGE: Comprehensive tools to make day-to-day money management easy, including spending analysis, budgeting, credit utilization, and more.</p> <p>Brightplan delivers the technology and tools, previously gated for advisors only, to employees empowering them to take control and ownership of their future and providing reassurance through life's most stressful moments. To truly support employee financial wellness, BrightPlan provides unprecedented support to the employee's entire household. Spouses and partners gain access to all BrightPlan services at no additional charge, and dependents have access to BrightPlan's app including education, spending analysis, and budgeting tools.</p> <p>For employees looking for help with tax preparation, estate planning, and other professional services, BrightPlan provides access at discounted rates to vetted service providers.</p> <p>From each entity's employee population, BrightPlan aggregates and anonymizes previously unattainable information and data. Using this data, we deliver unprecedented clarity into participating entities' employees' financial situations in aggregate. This clarity allows organizations to better diagnose needs and deliver results in less time. Providing certainty, financial security, and focus to employee bases, ensures participating entities' goals are achieved.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Holistic Financial Well-being, Debt Management, Student Loans, Digital Solution, Comprehensive Well-being Solution



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

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

Line Item	Category or Type	Offered *	Comments
66	Voluntary employee loans and related services	<input checked="" type="radio"/> Yes <input type="radio"/> No	BrightPlan provides employees with access to support in debt management, including discussing voluntary employee loans. In addition, BrightPlan advisors are available to support employees with debt planning. We are not a lender and we do not provide loans directly or recommend specific loan providers but instead help employees decide if loans are the best option given their personal situation.
67	Student loan debt consolidation, repayment management, and administration services	<input checked="" type="radio"/> Yes <input type="radio"/> No	BrightPlan provides employees with access to support in debt management, including consolidation, repayment, and administration. In addition, BrightPlan advisors are available to support employees with debt planning.
68	Health care savings vehicles and account management	<input checked="" type="radio"/> Yes <input type="radio"/> No	BrightPlan provides education and advice regarding FSAs and HSAs. Benefits education sessions (which includes FSA and HSA sessions) are delivered with information directly from the benefit provider to reduce misconception and improve efficacy.
69	Credit counseling and financial wellness coaching and education services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Employees of participating entities engage with coaching and analysis of credit reports via BrightPlan to identify personal risk. BrightPlan's Smart Budget, Spending Analysis, Subscriptions, Credit Utilization, access to financial planners, and Academy all support the tracking and maintaining of credit health and financial wellness.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
70	Describe any educational topics, resources, assessments, or tools that are provided with your services and the type of formats they are provided in.	<p>BrightPlan has a robust library of educational content on budgeting, debt reduction, benefits, investing, and more. The library is accessible via web access and in-app. Live webinars are also hosted on an ongoing basis.</p> <p>BrightPlan makes heavy use of learning science for education and delivery. For surfacing new education, BrightPlan provides personalized recommendations based on an individual's prior viewing history and actions taken.</p> <p>Educational resources are delivered in a variety of modalities including: webinars, articles, decision trees, checklists, quick guides, and microlearning content, all focused on keeping individuals engaged and provide actionable knowledge in each module. The majority of BrightPlan's educational library is written utilizing behavioral finance and learning sciences at a 9th grade level to ensure approachability.</p>
71	Describe any ability to integrate with an entity's other employee benefit vendors.	<p>BrightPlan's platform does have integration ability. In practice, these requests are fulfilled in partnership with our customers to enhance the BrightPlan client experience.</p> <p>BrightPlan works with or without an integration with an entity's benefit vendors. When integrated, BrightPlan can receive a census file via secure File Transfer Protocol (sFTP) using which BrightPlan can effectively engage an entity's employee population and incorporate their employee benefits within their BrightPlan experience.</p>

72	Describe your approach to employee engagement and participation and how it is measured.	<p>Individuals utilize BrightPlan to see a real-time, centralized view of their progress in their financial life. Through ongoing, proactive communication via email, text, push notification and more, BrightPlan monitors and engages participants actively with their finances. Reporting to the individual is generated automatically in real time and is viewed at anytime from the "My Life Dashboard". The data in the dashboard is updated daily ensuring up-to-date information is available at all times. BrightPlan provides insights into goal tracking, budgeting, investment portfolio information, credit utilization, and more depending on how the individual has customized their view. The Financial Wellness Score tracked through the Financial Wellness Coach in-app provides a comprehensive measure of progress and incorporates multiple areas of financial wellness such as budgeting, saving, and engagement with planning resources.</p> <p>BrightPlan tracks and reports on utilization and engagement activity as well as qualitative analysis questionnaires to better address the needs of individuals and the user base. This data is anonymized and aggregated for reporting and measurement of success. All data can be segmented based on demographic data points to better understand trends and areas of opportunity.</p>
73	Describe how employee success and return on investment (ROI) is measured or assessed from utilizing your solutions.	<p>BrightPlan tracks all personal goals and provides dynamic guidance each step of the way. Metrics include Goal Status, Goal Completion, Goal Saving, and more. Providing metrics in real-time to users hold them accountable and provides a structured framework to achieve success. BrightPlan provides guidance on an ongoing and continuous basis. Financial Wellness is a lifetime journey and our engagement with employees is continuous. Employees will achieve personal goals and complete specific actions to drive their success, and the completion of those goals is tracked based on the goal timeline. To track progress for each employee on an ongoing basis, BrightPlan utilizes the Financial Wellness Score which provides employees with personalized coaching toward becoming their most financially-well self.</p> <p>In parallel, BrightPlan delivers unprecedented partnership and anonymized and aggregated data to our client organizations to maximize their ROI. BrightPlan measures workforce financial wellness, employee turnover, benefits engagement, and financial planner interactions to demonstrate ROI alongside other individualized metrics like retirement readiness and emergency preparedness. This combination of smart technology in the hands of employees building the anonymized and aggregated dataset for the participating entity maximizes ROI for implementing BrightPlan and across all parties.</p>
74	Identify the types of databases used to store client data and the physical and technological protections used to safeguard a client's data.	<p>BrightPlan is built on the Salesforce platform. The Salesforce database is used to store client data. As a SOC2 and GDPR Certified provider, BrightPlan utilizes best-in-industry standards for security including TLS 1.2 and higher and AES-256 encryption for personally identifiable information (PII).</p>
75	Describe your reporting capabilities and the types of usage data that is available.	<p>BrightPlan's reporting capabilities are robust, and we have the ability to report on any action taken within the BrightPlan platform. Examples of this reporting include on-track retirement, emergency fund coverage, student loan repayment, debt reduction and credit health, investment allocation, benefits engagement, and more. Across a member base, we see trends of increased savings, decreased debt balance, improvement in credit health, and reduction in overall financial stress. The largest improvement is often seen within the first 12 months with ongoing improvement over time.</p> <p>BrightPlan provides ongoing anonymized and aggregated reporting for employers to better understand the financial goals and challenges of their workforce. BrightPlan tracks and reports on utilization and engagement activity as well as qualitative analysis questionnaires to better address the needs of individuals and the user base. All data can be segmented based on demographic data points to better understand trends and areas of opportunity, supporting DE&amp;I initiatives.</p> <p>Using our Financial Wellness Score, BrightPlan tracks a member's well-being and the associated quality of life to measure individualized and aggregated impact and success. This tracking is done continuously and reacts to life events and needs that arise. Real-time reporting and measurement create an accountability structure for each member and insights to inform decisions for the participating entity. This data consists of education participation, financial goals, attainment of goals, CFP utilization, aggregated financial wellness scores, and more.</p>

## 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](#) - SourceWell RFP - Proposal.pdf - Wednesday March 15, 2023 12:38:05
  - [Financial Strength and Stability](#) - Dun & Bradstreet - BrightPlan LLC.pdf - Wednesday March 15, 2023 12:38:21
  - [Marketing Plan/Samples](#) - BrightPlan Brochure - Total Financial Wellness for Everyone.pdf - Wednesday March 15, 2023 12:40:29
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - sla - sourcewell.pdf - Wednesday March 15, 2023 12:42:07
  - [Standard Transaction Document Samples](#) - BrightPlan 2023 Standard Transaction Documents.pdf - Wednesday March 15, 2023 12:44:31
  - Upload Additional Document (optional)

## 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. - Keith Haig, Sr. Strategic Enterprise Consultant, BrightPlan, LLC

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_4_Employee_Financial_Wellness_RFP_031623</b> Thu March 9 2023 03:39 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Employee_Financial_Wellness_RFP_031623</b> Thu March 2 2023 02:26 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Employee_Financial_Wellness_RFP_031623</b> Thu February 16 2023 09:45 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Employee_Financial_Wellness_RFP_031623</b> Thu February 9 2023 03:48 PM	<input checked="" type="checkbox"/>	3