

**Solicitation Number: 111623****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and WEX Health, Inc., 1700 E. Golf Road, Suite 600, Schaumburg, IL 60173 (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 Benefits Administrative Software Platforms; Member and Provider Advocacy Services; Transparency, Fraud, Waste and Abuse Products and Related Services from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 5, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **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 Sourcwell 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 Sourcwell receives the most current information.

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier 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 Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell 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 Sourcewell 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;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Supplier will pay an administrative fee to Sourcewell 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 Sourcewell 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 damages resulting directly from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising directly out of any negligent 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. In no event will Supplier be liable for incidental, special, consequential or punitive damages. 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. For avoidance of doubt, Sourcewell shall not be provided any data in the administration of benefits from any resulting agreement between Supplier and its Participating Entities.

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.

5. *Ownership Rights.* Supplier retains exclusive ownership rights to and reserves the right to independently use its experience and know-how, including processes, ideas, concepts, techniques and software acquired prior to or developed in the course of performing services under this Contract.

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling 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. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

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

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

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

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier 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

WEX Health, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/19/2024 | 11:28 AM CST

DocuSigned by:
Andy Doeden
By: A2962743585F4E7...
Andy Doeden
Title: Senior VP National Sales
Date: 2/12/2024 | 4:22 PM CST

RFP 111623 - Employee Benefits Administrative Software Platforms; Member and Provider Advocacy Services; Transparency, Fraud, Waste and Abuse Products and Related Services

Vendor Details

Company Name: WEX, Inc.
Address: 1700 E. Golf Road
Suite 1000
Schaumburg, IL 60173
Contact: Mark Montalbano
Email: mark.montalbano@wexinc.com
Phone: 503-407-8285
Fax: 503-407-8285
HST#:

Submission Details

Created On: Monday October 16, 2023 11:57:49
Submitted On: Thursday November 16, 2023 16:00:46
Submitted By: Sarah Butler
Email: sarah.butler@wexinc.com
Transaction #: 7720881a-8c6e-4ae2-8893-6e0df3503399
Submitter's IP Address: 163.116.252.77

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")	WEX Health, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WEX Health, Inc. is a subsidiary of WEX, Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	WEX Health WEX Health Inc. WEX WEX, Inc. WEX Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	3HUT0
5	Proposer Physical Address:	1700 E Golf Rd. Suite 600 Schaumburg, IL 60173
6	Proposer website address (or addresses):	https://www.wexinc.com/solutions/benefits/
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):	Andy Doeden Senior VP, National Sales 1700 E Golf Rd. Suite 600 Schaumburg, IL 60173 andy.doeden@wexinc.com (701) 239-6215
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Melanie Bates Regional Sales Executive, Healthcare Benefit Administration 1700 E Golf Rd. Suite 600 Schaumburg, IL 60173 melanie.bates@wexinc.com (773) 412-6064
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A - No other contacts for this proposal

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>WEX Health is a division of WEX Inc. that focuses on providing technology solutions for healthcare payments and consumer engagement. WEX Health was founded in 2000 under the name Evolution Benefits, and it was initially focused on providing pre-paid debit cards for employee benefits.</p> <p>In 2011, Evolution Benefits was acquired by WEX Inc. The acquisition allowed WEX to expand its offerings into the healthcare payments and benefits space, and the company was renamed WEX Health. Then in 2019, WEX acquired Discovery Benefits which enhanced WEX's position as a leading technology platform in the healthcare space. In February 2021, WEX acquired assets from Healthcare Bank which made WEX the custodian and positioned us uniquely in the market compared to our competition.</p> <p>benefitexpress, a leading provider of highly configurable, cloud-based benefits administration technologies and services since 2001, was acquired by WEX in 2021.</p> <p>Today, WEX Health is a leading provider of healthcare payment and consumer engagement solutions, including benefits administration products. The company serves over 300,000 employers and 25 million consumers, providing them with innovative tools and resources to help manage their healthcare spending and improve their overall health and wellness. These strategic acquisitions allow us to offer a fully integrated benefits experience.</p>	*
11	What are your company's expectations in the event of an award?	<p>WEX has a successful relationship with Sourcewell for our Fleet card products. WEX would expect a similar level of engagement and success in the event of an award for Benefits Administration products. Sourcewell's clients should expect a great customer experience and an improved level of satisfaction. WEX would continue to build on our successful working relationship with Sourcewell.</p> <p>WEX would work to determine valuable, subjective performance guarantees. To measure each entity's satisfaction with its experience. We would also request to meet with Sourcewell quarterly, or annually at minimum, to seek feedback on our partnership and review plan performance. Because at WEX, we don't believe in guessing what our partners and clients want.</p> <p>The goal is to provide Sourcewell entities with a one-stop-shop for their needs with WEX, including maintenance and updating of product education materials, information, and documentation to help entities comply with IRS guidelines, communication/education of WEX processing timelines, file processing, fee inquiries, funding and bank reconciliation, software functionality and general account management and renewal processes.</p>	*
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.	<p>WEX is a financially stable company with a strong balance sheet and limited debt. As a subsidiary of WEX, Inc. (a public company), our financial information is consolidated within their balance sheet, which is publicly available: https://ir.wexinc.com/financials/annual-reports-and-proxy-statement/default.aspx</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>WEX's financial information is consolidated within their balance sheet which is publicly available: https://ir.wexinc.com/financials/annual-reports-and-proxy-statement/default.aspx</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>WEX's financial information is consolidated within their balance sheet which is publicly available: https://ir.wexinc.com/financials/annual-reports-and-proxy-statement/default.aspx</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>All services discussed in this RFP are maintained and managed by WEX. All eligibility and enrollment services are performed on our proprietary portal - My Benefit Express (MBE).</p> <p>Our entire support team network operates within the United States. WEX offers flexible work-from-home arrangements, complemented by physical office hubs in strategic locations: Chicago, IL; Portland, ME; Fargo, ND; and Minneapolis, MN.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Our security framework incorporates principles of NIST, CIS, and HITECH. We are SOC I, Type II Certified, and HITRUST Certified.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>None</p>	*

Table 3A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
19	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>My Benefit Express is a complete benefits administration solution that is customizable, responsive, and cloud-based. We make benefits easy by providing employees with the streamlined benefit experience they want – at any time, on any device.</p> <p>Ongoing solutions include: The must-haves: Cloud-based benefit administration, online enrollment, payroll and carrier integration, and EDI HR tools: business intelligence (BI), analytics, reporting, and full-service customer support team Informed decisions: BeneFITwise integrated intelligence guide Compliance management: ACA and E-filing Employee engagement: education, communication, and employee site Healthy workforce: voluntary benefits and wellness management Enhance with services: HSA, FSA, COBRA, dependent audits, claims reimbursement, and premium billing administration</p> <p>Built-in features that our customers know and appreciate include: Mobile App - Provide employees easy, on-the-go access to all their benefits information EDI and Payroll - Our tools and processes allow us to work with any data — from file build to QC to retroactive action Premium Accounting - Our reconciliation and invoice process provides a seamless link between carriers and employers Voluntary Benefits - Our automated management of voluntary benefit programs lets you promote participation with ease Wellness Administration - To assist your wellness initiative, we communicate, calculate, and report all types of benefit reward credits Benefit Analytics - Understand how benefits are being used and incorporate that information into the decision-making process, internal benefits education, and call center interactions</p> <p>Standalone features to add to your implementation, or go a la carte: ACA Compliance - A fully outsourced, end-to-end solution for IRS reporting and eligibility compliance COBRA and Direct Bill - Rely on our COBRA and direct bill expertise for sponsored benefits and premiums collection Customer Support Team - Our friendly and helpful staff provides assistance via phone call, email, or live chat Dependent Eligibility Verification Audits - Optimize your spending with our audit and reinvest in your workforce Reimbursement Administration - Whether that's FSA, HSA, or HRA — we have reimbursement programs covered Total Rewards Statements - When employees understand total compensation, they feel valued, more engaged and loyal</p>
20	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please refer to the list of services provided in the previous response.

Table 3B: 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	
21	Employee Benefit Administration digital platforms	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>WEX is a diversified global commerce platform specializing in solutions that simplify the business of running a business. Our three core lines include: Employee Benefits Fleet & Mobility Management, and Business Payment Processing. Our employee benefits division includes benefits administration and consumer-directed health (CDH) products and services. Our core competency is serving as a holistic benefits system of record for employers, employees, benefits administrators, and benefit providers.</p>	*
22	Transparency, fraud, waste and abuse services related to healthcare expenditures	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered	*
23	Member Services and health care navigation: claims advocacy, eligibility verification, benefit and program guidance, referral support, claims assistance	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered	*
24	Claims utilization management; prior authorization, concurrent reviews and claims appeals management	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered	*

Table 4: 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 *
26	Describe any performance standards or guarantees that apply to your services.	<p>We strongly believe in Service Level Agreements (SLAs) for both performance and services. We will back these up with fee guarantees.</p> <p>Forfeitures of fees not to exceed 10% of Base Administration, COBRA, FSA, and Service Center fees in a single month based on the performance standards. The fees at risk are defined for the month in question.</p> <p>Service levels are tracked monthly and reported quarterly. SLAs are measured via call center statistics through our Case Management Tool, system file tracking features for EDI and payroll file timeliness, and reporting and statistics surrounding COBRA, FSA, and other ancillary service deliverables.</p>
27	Describe your customer satisfaction measuring tools and uses of the information.	<p>To ensure high levels of client satisfaction and also to track the progress of our shared projects, your WEX account management team will host regularly scheduled status meetings. Status meetings are typically held weekly, with the main objectives being to track the progress and health of all projects, such as implementation, annual enrollment, acquisitions, or other large change projects. As an agenda and a visual aid for tracking our progress, we utilize governance status reports that track the day-to-day progress and health of all projects and deliverables.</p> <p>Outside of weekly check-ins, we also host quarterly governance meetings with our clients. These serve as ongoing check-ins with your executive sponsor to perform a deep analysis of your satisfaction as a client and to measure the success of any large projects, such as implementation and annual enrollment. In these meetings, we use an annual client satisfaction report for a visual representation of what areas of services are exceeding expectations and where we can improve. We take continuous improvement seriously and these check-ins are our opportunity to critique our own performance so we can immediately take steps to better ourselves for the next project or even a better call the following week. To enable this ambitious attempt at constant improvement, we have been sure to prioritize investing in employee training, process improvement, QA efficiencies, and through our ever-evolving website that is constantly enhancing the user experience for both employee enrollment and for your HR team through reporting tools and dashboards.</p> <p>Also, as a part of governance meetings, there will be a check-in on reported Service Level Agreements. SLAs are tracked monthly and reported quarterly. SLAs are measured via call center statistics through our Case Management Tool, through our system file tracking features for EDI and payroll file timeliness, and through reporting and statistics surrounding COBRA, FSA, and other ancillary service deliverables.</p> <p>We hold a Wrap and Review meeting after each implementation and Annual Enrollment season to identify what was most successful and where improvements can be made. This is an open forum to assess client satisfaction, needs ongoing, and to solidify a strong partnership with each of our clients. Client satisfaction is important to us and with that in mind, we have also created custom surveys for our clients based on the most important criteria to them. We would welcome the discussion about surveys as part of our system and service demonstration.</p>

Table 5: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
28	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 6: Payment Terms and Financing Options

Line Item	Question	Response *
29	Describe your payment terms and accepted payment methods.	Payment can be completed via EFT or a check. Billing for ongoing services is monthly in arrears. Our payment terms are net 30 and billing for ongoing begins at the time the site goes live. If there are other desired terms, we will look at them all during contracting.
30	Describe any leasing or financing options available for use by educational or governmental entities.	N/A - Leasing or financing options are not available.
31	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.	Please see attached the general services agreement, standard statement of work, and standard Service Level Agreement (SLA). The statement of work will be modified as we complete our scope and any specific nuances. These documents will be modified and approved as part of the sales and contracting process.
32	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No, WEX does not accept the P-card procurement payment process.

Table 7: 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 *
33	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>Pricing is generally based on a per eligible employee per month (PEPM) basis. The eligible count will vary each month to reflect changes in the population. The headcount will be reviewed at the close of each billing cycle and applied to the upcoming invoice. PEPM fees generally apply to eligible employees only and not terminated employees.</p> <p>Some ancillary services are billed on a per participant (PPPM) basis, such as Flexible Spending Account and Health Savings Account administration, dependent verification, or direct billing services.</p> <p>WEX has included a detailed description of our discounted pricing for Sourcwell entities along with our attachments.</p>
34	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.	WEX has included our proposed, discounted pricing for Sourcwell entities, along with our standard market pricing with the attachments.
35	Describe any quantity or volume discounts or rebate programs that you offer.	WEX has included our proposed, discounted pricing for Sourcwell entities, along with our standard market pricing with the attachments.
36	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.	We have the capability to streamline the acquisition of products or services by leveraging internal and external vendors and partners. Sourced services can be provided at cost.
37	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.	Assumptions are included in the attached pricing for Sourcwell entities, along with any elements that are not included. Travel, postage and fulfillment, custom printing, toll-free phone charges, efax charges (for clients with FSA), translation services, and banking fees are common pass-through charges.

38	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Platform communications are delivered electronically. Sourcewell entities can opt for paper fulfillment, which is billed per printed document and postage is billed at current postal rates with no incremental fees. This will be substantiated monthly through printing and mailing counts and control lists.	*
39	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A	*
40	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>We are uniquely positioned in the market, providing a solution from end to end that runs on WEX technology. That means it's easy to do business with WEX.</p> <p>When you're on WEX technology, you get:</p> <p>Flexible, a la carte product offering & pricing to fix any employer's unique needs.</p> <p>One pricing - Simplify the budgeting process. We can give you clear, clean, and upfront pricing so you know exactly what you're paying for.</p> <p>One contract - Simplify the process for your legal and compliance teams. As you add products, we'll help you with an addendum to simplify the contracting process. Gone are the days of starting from square one.</p> <p>WEX is the non-bank custodian. Allowing us to leverage more money to reinvest in our products & technology to keep things easy, user-friendly, and cutting-edge.</p> <p>WEX sits on top of the biggest data set in the country. Meaning we study consumer behavior and how to impact it. Leveraging communication, education and expertise to help your consumers get the most out of their hard-earned dollars. When consumers are happy with their healthcare and benefits, it increases employee retention.</p>	*

Table 8: Audit and Administrative Fee

Line Item	Question	Response *
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<p>41</p>	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.</p>	<p>We have a suite of comprehensive data audits that run on all data loaded into the system before it is actively applied to the database. All data is loaded into a holding table and is not applied to the system until the audits have been performed and the results analyzed. Results of these audits are automatically generated and available to clients and your Service Team will work closely with you to correct discrepancies or make adjustments to the demographic file as needed.</p> <p>Also, the system is configured with thresholds for acceptable changes and we can also apply verified data while keeping flagged records in a holding status for additional review to prevent any delays in the processing for most of the data. Audits check for contradictory and invalid data, including but not limited to:</p> <ul style="list-style-type: none"> Missing critical data Data incorrectly formatted Invalid data (data does not match our expected values) Data changes exceed established thresholds (for example, thresholds may allow up to 50% of employees to change salary in one file, flag if over that volume) Contradictory information (example: hire date before a birth date) Insufficient data to assign a benefit class Duplicate accounts based on SSN, date of birth, or email address Postal code audit - for zip-code-based plans <p>In addition to auditing data on that individual file, audits also run across enrollment data to catch activity that may have occurred since the last file was loaded. These audits act as a safety net to the rules that are in place within the system to ensure that no system rule is in violation and that no participant is in a plan or coverage level they should not be in. For example, these audits check for:</p> <ul style="list-style-type: none"> Plan/benefit class incompatibility Missing parent plan election or child plan volume over the parent plan allowance Missing required plan or question response Date/timing issues such as new hire and benefit class start date incompatibility Missing beneficiaries Gaps in coverage <p>To ensure high quality and accuracy in everything we do, WEX employs a Quality Assurance Team comprised of benefits professionals with technical backgrounds to manage testing efforts, such as during Annual Enrollment, implementations, day-to-day EDI management, and for new enhancement roll-outs. However, our QA team's responsibilities don't end at testing. They ensure a high service level for all our clients, despite the vast differences in our client's needs, through thorough, standard documentation practices. They also lead the charge for ongoing training for new and existing employees. Through this team, we instill the values of careful attention to detail, accuracy, and accountability throughout all of WEX, ultimately, making every employee part of our quality assurance efforts.</p> <p>WEX engages, at its cost and expense, a nationally recognized accounting firm to conduct SOC audits on an annual basis. The nationally recognized accounting firm who conducts our SOC audits is Grant Thornton.</p> <p>WE are HITRUST Certified. WEX engages other resources for certifying HIPAA compliance (ISO 17799:2005 (ISO 27002).</p> <p>Please also see the attached WEX Global Information Security Overview.</p>
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42	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.	Metrics include our standard service level agreements, which are assessed and reviewed quarterly; client acceptance testing that occurs during implementation, annual enrollment, and during any large project; and quarterly governance meetings, through which we engage to discuss feedback on our system, service, and client service team. In addition, we will review the service metrics and discuss opportunities for improvements in service delivery, problem-solving, and strategic planning. Quality is measured based on agreed-upon service level guarantees as well as internal quality processes.	*
43	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	WEX proposes a 2% administrative fee for benefits administration services.	*

Table 9: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
44	Describe any relevant industry awards or recognition that your company has received in the past five years	Some recent recognition that we have received: Finalist in The Card & Payments Award 2022 "Best Service to Business" category Nelson Hall NEAT Leader 2021 Top Benefits Administration Companies 2020, Manage HR Shortlister Top Vendor, Benefits Administration Solutions 2020, 2021, 2022, 2023 Payments Awards' Payment Technology Provider of the Year, 2021 Winner of Spurwink's Corporate Care Award, 2022 Finalist in the "Best Service to Business" Category for The Card & Payments Award, 2022 Wayup's Top 100 Internship Programs, 2020, 2021, 2022 #4 on Vault.com's 100 Best Internships of 2020	*
45	What percentage of your sales are to the governmental sector in the past three years	WEX Health has over 450 clients in sales within the government sector that have been implemented in the last three years, with over \$3.5 million in sales. WEX is a financially stable company with a strong balance sheet and limited debt. As a subsidiary of WEX, Inc. (a public company), WEX's financial information is consolidated within its publicly available balance sheet.	*
46	What percentage of your sales are to the education sector in the past three years	WEX Health has over 1,400 clients in sales within the education sector that have been implemented in the last three years, with over \$9 million in sales. WEX is a financially stable company with a strong balance sheet and limited debt. As a subsidiary of WEX, Inc. (a public company), WEX's financial information is consolidated within its publicly available balance sheet.	*
47	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?	WEX Inc. works with a variety of state, provincial, and cooperative purchasing contracts across the country and has different arrangements (private label, referral, preferred pricing, etc.) with each contract specifically. Intergovernmental Personnel Benefit Cooperative Minnesota Health Consortium National Cooperative Purchasing Alliance Texas Association of Counties Sourcewell (Fleet)	*
48	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?	Sourcewell 2022 Fleet card program contract spend: \$310,530,398.60 Accounts managed: 11,863	*

Table 10: Top Five Government or Education Customers

Line Item 49. 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 *
University of Texas Systems	Education	Texas - TX	WEX Health	141,399 customers	WEX is a financially stable company with a strong balance sheet and limited debt. As a subsidiary of WEX, Inc. (a public company), our financial information is consolidated within their balance sheet, which is publicly available: https://ir.wexinc.com/financials/annual-reports-and-proxy-statement/default.aspx
State of Florida	Government	Florida - FL	WEX Health	32,612 customers	WEX is a financially stable company with a strong balance sheet and limited debt. As a subsidiary of WEX, Inc. (a public company), our financial information is consolidated within their balance sheet, which is publicly available: https://ir.wexinc.com/financials/annual-reports-and-proxy-statement/default.aspx
The University of California	Education	California - CA	WEX Health	28,231 customers	WEX is a financially stable company with a strong balance sheet and limited debt. As a subsidiary of WEX, Inc. (a public company), our financial information is consolidated within their balance sheet, which is publicly available: https://ir.wexinc.com/financials/annual-reports-and-proxy-statement/default.aspx
State of Nevada Public Employee's Benefits Program	Government	Nevada - NV	WEX Health	23,119 customers	WEX is a financially stable company with a strong balance sheet and limited debt. As a subsidiary of WEX, Inc. (a public company), our financial information is consolidated within their balance sheet, which is publicly available: https://ir.wexinc.com/financials/annual-reports-and-proxy-statement/default.aspx
State of Kansas - State Employee Health Plan	Government	Kansas - KS	WEX Health	21,290 customers	WEX is a financially stable company with a strong balance sheet and limited debt. As a subsidiary of WEX, Inc. (a public company), our financial information is consolidated within their balance sheet, which is publicly available: https://ir.wexinc.com/financials/annual-reports-and-proxy-statement/default.aspx

Table 11: References/Testimonials

Line Item 50. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Manatee County	Chris Wiley Once you have an anticipated timeframe of when you would like the reference process to begin, please reach out to Chris to confirm who will be reaching out and when they anticipate doing so. This will allow you more flexibility with scheduling and allow us to reach out to our references to let them know they can anticipate being contacted by you. Once Chris is provided with this information, he will provide direct client contact information.	(765) 532-0688
Metro Nashville Public Schools	Chris Wiley Once you have an anticipated timeframe of when you would like the reference process to begin, please reach out to Chris to confirm who will be reaching out and when they anticipate doing so. This will allow you more flexibility with scheduling and allow us to reach out to our references to let them know they can anticipate being contacted by you. Once Chris is provided with this information, he will provide direct client contact information.	(765) 532-0688
Newark Public Schools	Chris Wiley Once you have an anticipated timeframe of when you would like the reference process to begin, please reach out to Chris to confirm who will be reaching out and when they anticipate doing so. This will allow you more flexibility with scheduling and allow us to reach out to our references to let them know they can anticipate being contacted by you. Once Chris is provided with this information, he will provide direct client contact information.	(765) 532-0688

Table 12: 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 *
51	Sales force.	WEX has a successful relationship with Sourcewell for our Fleet card products. WEX would expect a similar level of engagement and success in the event of an award for Benefits Administration products. Sourcewell's clients should expect a great customer experience and an improved level of satisfaction. WEX would continue to build on our successful working relationship with Sourcewell. WEX will provide a dedicated Sales Executive and Solution Architect for each Sourcewell opportunity. This team will assist with finalist meetings and conversations with Sourcewell entities.
52	Dealer network or other distribution methods.	The engagement process begins with an entity issuing a request through Sourcewell, typically through an RFP or RFQ. We will respond to the request with detailed proposals outlining capabilities, solutions, and pricing. Upon reviewing these responses, the selection process leads to signing a non-binding Letter of Intent (LOI), formalizing the intention to proceed with negotiations. Following the LOI, the implementation phase involves activities such as software installation and training. During this phase, the scope of services is confirmed, ensuring alignment with the initial request and negotiations. Finally, the project or service officially launches in the go-live or commencement phase, marking the operationalization of the agreed-upon services. Throughout this process, effective communication and a clear understanding of expectations are crucial in establishing a successful partnership.

53	Service force.	<p>The day-to-day delivery team for each Sourcewell Entity will be carefully hand-selected to support their specific needs. This semi-dedicated team includes an Implementation Manager, Client Delivery Manager, Systems Specialist, Account Executive (as applicable), and Executive Sponsor (as applicable). The workload for each team is based on the size, complexity, and number of interfaces per client. The time of year for implementation and annual enrollment dates are also considered, ensuring that peak busy periods are staggered throughout the year for each team member. Each person on your team is typically shared with 3-4 other clients. The bandwidth of our team is diligently monitored, and we attribute our 97% client retention rate to this mindful team structure.</p> <p>Areas of expertise are supported by our Shared Services Team, including carrier interface processing, COBRA, FSA, and HSA account administration, and our Customer Care Center. The Customer Care Center is a semi-dedicated structure with a specific team of representatives trained on the client's benefits-eligible employee populations, benefits programs, and rules.</p>	*
54	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The engagement process begins with an entity issuing a request through Sourcewell, typically through an RFP or RFQ. We will respond to the request with detailed proposals outlining capabilities, solutions, and pricing. Upon reviewing these responses, the selection process leads to signing a non-binding Letter of Intent (LOI), formalizing the intention to proceed with negotiations. Following the LOI, the implementation phase involves activities such as software installation and training. During this phase, the scope of services is confirmed, ensuring alignment with the initial request and negotiations. Finally, the project or service officially launches in the go-live or commencement phase, marking the operationalization of the agreed-upon services. Throughout this process, effective communication and a clear understanding of expectations are crucial in establishing a successful partnership.</p>	*
55	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>The day-to-day delivery team for each entity will be hand-selected to support their specific needs. This semi-dedicated team includes an Implementation Manager, Client Delivery Manager, Systems Specialist, Account Executive (as applies), and Executive Sponsor (as applies). The workload for each team is based on the size, complexity, and number of interfaces per client. The time of year for implementation and annual enrollment dates are also considered, making sure that peak busy periods are staggered throughout the year for each individual team member.</p> <p>Competitive salaries, coupled with annual performance-based incentive bonuses, underscore our commitment to recognizing and rewarding excellence. We consistently promote from within, creating constant opportunities for advancement for our dedicated employees. This, along with our team-focused internal company culture, creates an environment where creative collaboration is encouraged and rewarded.</p>	*
56	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>We can provide a complete benefits administration solution that is customizable, responsive and cloud-based to participating Sourcewell entities in the United States.</p>	*
57	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We can provide a complete benefits administration solution that is customizable, responsive and cloud-based to participating Sourcewell entities in the United States.</p>	*
58	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>WEX is able to provide Benefits Administration services throughout the United States and Canada.</p>	*
59	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?	<p>None</p>	*
60	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>None</p>	*

Table 13: Marketing Plan

Line Item	Question	Response *
61	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.	WEX is able to create marketing materials for the Sourcewell partnership in alignment with the marketing cadence and style established by the broader WEX organization as part of their existing contract. Specific Benefits Administration materials can be included.
62	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As with our current relationship, WEX would look to work with Sourcewell on press releases to promote our partnership. WEX will request Sourcewell's support in contacting entities via email, LinkedIn, mailings, and cold calls to bring awareness to our partnership. WEX is able to create a landing page/splash pad for Sourcewell entities to learn about the services offered through the partnership with WEX, as well as request a quote for services.
63	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>WEX has a successful relationship with Sourcewell for our Fleet card products. WEX would expect a similar level of engagement and success in the event of an award for Benefits Administration products. Sourcewell's clients should expect a great customer experience and an improved level of satisfaction. WEX would continue to build on our successful working relationship with Sourcewell.</p> <p>WEX will provide a dedicated Sales Executive and Solution Architect for each Sourcewell opportunity. This team will assist with finalist meetings and conversations with Sourcewell entities.</p> <p>WEX is able to create co-branded marketing materials for the Sourcewell partnership.</p> <p>As with our current relationship, WEX would look to work with Sourcewell on press releases to promote our partnership. WEX will request Sourcewell's support in contacting entities via email, LinkedIn, mailings, and cold calls to bring awareness to our partnership. WEX is able to create a landing page/splash pad for Sourcewell entities to learn about the services offered through the partnership with WEX, as well as request a quote for services.</p> <p>WEX will request at minimum, annual reviews to discuss the success and status of the partnership.</p>
64	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.	Sourcewell entities can request a proposal, information on WEX services, or demo requests by reaching out to WEX via email or through a WEX landing page. Once WEX receives the information on the services the entities are interested in and group details (legal name, number of employees, current plan setup, and number of enrollments).

Table 14: Value-Added Attributes

Line Item	Question	Response *
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65	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>To enable our clients to maximize the value of the tools and resources built into our system, virtual training sessions ranging from 4 to 8 hours are included in the implementation package at no additional cost. Training topics span all areas of the site and all actions that an administrator can perform, including:</p> <ul style="list-style-type: none"> How to look up employees and view current and historical benefit data How to impersonate users and make elections on their behalf How to create and edit enrollments or override eligibility when necessary How to manually Quick Add employees to the system How to view carrier export statuses Processing pending requests such as dependent documentation or evidence of insurability How to run reports or create new reports How to post new documents to the library How to add and view employee case notes <p>Our system is designed to be highly intuitive, therefore, extensive training is typically not needed. The only technology required is a web browser, so there is no need to learn any other type of application. Your Client Delivery Manager is accountable for your success and will ensure all members of your team are comfortable using the system.</p> <p>While training covers all actions that an HR administrator has access to perform, most of the actions listed above are the responsibility of your WEX service team, so training is only meant to empower your team; we do not expect you to manage those actions.</p>	*
66	Describe any technological advances that your proposed products or services offer.	<p>WEX follows an agile development methodology with continuous releases every three weeks. Not every release is a major change in functionality. Some releases contain minor fixes, speed enhancements, or other efficiency upgrades. For releases that contain larger enhancements to website functionality, clients are notified through release announcement emails. Newly available functionality will also be presented during your ongoing quarterly governance meetings with your account management team. Releases with major changes will be communicated by client teams well in advance. Standard releases are provided to clients at no additional cost.</p> <p>We will always focus on investments that enable us to continue to provide clients with the best benefit administration services in the industry, powered and supported by great technology.</p> <p>Future development will be guided by our product investment themes, which include:</p> <p>Employee Experience. Providing a year-round benefit experience that makes it easy for individuals to understand and access the benefits and services available to them, driving higher utilization and overall satisfaction with their benefits.</p> <p>Service Delivery. Supporting our clients' experience, which includes providing complete transparency into the day-to-day activities we're managing on their behalf while also looking for ways to expand on our client's ability to self-serve in those situations where they are looking to complete an action on their own.</p> <p>Reporting & Analytics. Enabling clients to have easy access to the data they need to not only support the management of their benefit program on a day-to-day basis but also provide views and insights into their data that can inform planning for the future.</p> <p>Integrations & Data Management. Continue to expand on how we are using technology to manage the data coming in and data going out of our platform.</p> <p>Advanced Technology. Technology investments to ensure the reliability, scalability, and security of the platform and services we manage.</p>	*
67	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.	WEX has established programs and goals for environmental innovation and stewardship as outlined in the attached Environmental, Social, and Governance (ESG) Report for 2022.	*
68	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.	Information has been included in our ESG Report for 2022.	*

69	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>WEX is not a Small Business Enterprise (SBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and/or Disadvantaged Business Enterprise (DBE) business and does not utilize any SBE/MBE/WBE/DBE vendors or subcontractors to perform its services. Our vendors provide highly sophisticated software that is uniquely designed and programmed for the lines of business that we provide. There are very few vendors that meet our functional and quality standards. Therefore, we do not have any participation to report and will not be working toward using vendors that meet the requirements for future administrative needs.</p> <p>WEX tracks its diverse supplier spending at the enterprise level. In early 2023, we launched an initiative to grow our spending with diverse suppliers. We have set a goal to grow our consolidated diverse supplier spend across the WEX enterprise. We are still in the development of the program framework and will continue to communicate targets as part of our new initiative.</p>
70	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?	<p>WEX has been administering benefits since 1987 and has built up our reputation by being a leader within the benefits technology space. We are committed to providing clients across all industries and sizes with the ultimate experience.</p> <p>WEX is uniquely positioned to offer you the industry's best platforms and services to take your business to the next level. WEX simplifies benefits by delivering the broadest range of consumer and healthcare solutions as well as the services to make them successful, all built on the industry's most modern, reliable platform.</p> <p>The complexity of health, wellness, and consumer benefits demands a robust platform and flexible solutions that make the best choices easy. Only WEX delivers it all. We take the complexity and pain out of creating, promoting, or participating in health and consumer benefits.</p> <p>Our mission is to provide high-quality, client-focused, and streamlined benefits administration. We leverage our configurable enrollment system to automate complex processes, creating an error-free flow of information in and out of the platform. We strive to help employers increase employee engagement and understanding of their benefits offerings by offering an intuitive and personalized user experience to each individual within a portal that's been branded according to your company's look so that the site functions as an extension of your Benefits Department.</p> <p>Our business was built on benefits expertise; and that is reflected in our people, our processes, and in our technology. Benefits expertise is the foundation of what we do. We deliver this expertise as partners with our clients. We want to be an extension of your HR/benefits department which means we work with you to promote your brand, values, and culture, and to reflect your organization's mission for health and wellness through our platform.</p> <p>Our flexible, agile system can be configured to accommodate complex benefit programs and rules. Time-consuming programming or new coding is not required during the implementation process due to the depth of benefits knowledge already built into our configurable technology. Our system also creates a culture that can adapt to industry changes as well as changes within our clients' benefit offerings year to year.</p> <p>To sum it up: strong and flexible technology partnered with excellent processes and people.</p>

Table 15: Industry Specific Questions

Line Item	Question	Response *
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71	Describe how your platform supports API integrations.	<p>We integrate with thousands of partners across the industry and can share data with any provider. Our data exchange expertise means we can meet your needs—regardless of company size or plan complexity.</p> <p>Account Access (Single Sign On) Provide a seamless and secure authentication experience for your employees by eliminating the need to type in multiple usernames and passwords across accounts. SSO allows your employees to access My Benefit Express and accounts across your care providers, vendor partners, and HR systems.</p> <p>Examples of SSO (one username, one password) in action:</p> <ul style="list-style-type: none"> • Sign into care providers like Aetna, Cigna, UnitedHealthcare, Delta, EyeMed, VSP • Access popular accounts like Alegeus, Mercer, Optum, WageWorks, WEX • Log in to HRIS systems like PeopleSoft, PingFederation <p>Data Sharing (API) Make quick work of sharing information between systems. Present balances from other accounts in My Benefit Express, provide requested coverage to providers when EOI is required, or connect bidirectionally to automate EOI decision-making.</p> <p>Examples of these interactions include:</p> <ul style="list-style-type: none"> • Present FSA and HSA account balances within My Benefit Express from WEX • Provide evidence of insurability to carriers like Aetna, Cigna, Dearborn National, MetLife, Prudential • Receive immediate EOI acceptance/denial with a bi-directional connection to providers like Hartford, Securian, UNUM <p>Electronic Data Interchange (EDI) Deliver eligibility and enrollment data to your partners with ease. We use proprietary technology to support standard 834 file requirements along with vendor-specific custom requirements. These tools allow for rapid configuration and deployment. They also provide for the most complex of account structures to be handled using any data present within the system. We have over 2,000 unique layouts in our library.</p> <p>Some of our most used formats include:</p> <ul style="list-style-type: none"> • 834 Files for Aetna, Cigna, UnitedHealthcare, BlueCross BlueShield, Delta, MetLife, EyeMed, VSP, Spectra, and more • Proprietary Eligibility/Enrollment files for Aetna, CIGNA, Dearborn National, The Hartford, Lincoln Financial, MetLife, Prudential, Securian, UNUM, and more • Proprietary Evidence of Insurability for AFLAC, Guardian, Liberty Mutual, Voya, and more
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72	Describe your customer self-service capabilities.	<p>When logging into the site, employees will see a highlighted reminder bar at the top of the screen, presenting currently available enrollments. Custom content can be incorporated here as a call to action.</p> <p>The system is based on modern web design principles, featuring an intuitive and user-friendly flow that guides users through each actionable step. The enrollment experience features prominent navigation tools, visual progress tracking, and attention-grabbing calls to action. Plan options, rates, information, and follow-up requirements are all marked on each page within the enrollment, allowing employees to access detailed information, educate themselves with decision support tools and videos, and ultimately make their benefit choices. The experience is also tailored for each eligibility group to ensure employees only see plans, rates, documents, and information that apply to them per their benefit class.</p> <p>When an employee begins enrollment, we first present any required questions. Examples are communication preference, tobacco status, spousal surcharge, or other information needed to drive your plan provisions. The questions are fully customizable and depend on your specific requirements.</p> <p>Next, the employee will be prompted to enter their dependents' information. The "My Dependents" page collects the required elements to include a dependent and coverage and is also where the Dependent Verification process is initiated. From this page, employees can browse for their proof of relationship documentation, such as marriage and birth certificates, and upload them to the website. This can also be done via a smart device using either the mobile-responsive site or the mobile application.</p> <p>Once this is complete, the employee will begin to select their benefits. They will be presented with each available plan option (Medical, Dental, Vision, Life, Disability, FSA, HSA, etc.) The order of plans within the flow is fully configurable. While the site flows intuitively, a navigation menu is available at the top of the page if they wish to jump to a specific plan within the enrollment. After making all desired plan elections, they will be prompted to enter beneficiary designations. The system will ensure allocations add up to 100% for each applicable plan and allow entry of secondary beneficiaries as needed.</p> <p>Finishing their enrollment, employees are presented with a confirmation statement summarizing the plans they selected and highlighting any pending follow-up actions (such as documentation for newly added dependents or evidence of insurability requirements). Employees can print or email their confirmation statement or click the "Edit Choice" button next to a specific plan to go back and make any changes as needed. If more than one enrollment window is available to the user, they will be prompted to continue.</p>
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73	Does your technology provide portals for different stakeholders? Describe the standard support model for members, employees, brokers and partners.	<p>Our technology provides an employee and administrator view.</p> <p>Our service model integrates the ongoing administration team right from the get-go. This means that from day one of implementation, you're backed by the same dedicated professionals who will champion your ongoing success. The continuity from implementation to ongoing administration builds on existing knowledge and relationships, ensuring a consistent and dependable experience throughout.</p> <p>Our implementation and ongoing team will comprise the following key members. We also build strong bench support into our teams so that all members have backup and multiple resources for continuity and support.</p> <p>Implementation Manager</p> <p>The Implementation Manager leads the onboarding of new clients onto our system. They're experts at gathering requirements, navigating successful data conversion, and defining and crafting processes to be carried out in ongoing administration. They are responsible for the overall execution of the implementation project plan, ensuring every aspect remains on course through milestones and key dates. As part of that, they will lead requirements workshops and direct testing and validation sessions before the go-live date.</p> <p>Client Delivery Manager</p> <p>Your Client Delivery Manager (CDM) acts as your dedicated touchpoint for all aspects of service delivery and administration. With a focus on relationships, your CDM will work to build a connection with you and gain a comprehensive understanding of your unique requirements. Within WEX, the CDM coordinates work across multiple departments, fostering strong ties with the internal team and ensuring they remain accountable for the quality and speed of deliverables. CDMs will lead ongoing status calls, annual enrollment projects, and special projects such as midyear changes or acquisitions, ensuring expectations are communicated and action items are delegated to the appropriate resources.</p> <p>Systems Specialist</p> <p>The Systems Specialist is entrusted with the core configuration of the My Benefit Express web platform and the seamless integration of data between our application, your carriers, and your HRIS and payroll systems. They are the experts on the capabilities and functionality of the system, serving as your designated expert for technical questions. The Systems Specialist will perform the actual build-out of the system during implementation and will make updates to plans, carriers, rules, and benefit classes during Annual Enrollment or special projects like acquisitions.</p> <p>REMOVE IF ACCOUNT EXECUTIVE WILL NOT BE ASSIGNED</p> <p>Account Executive</p> <p>The Account Executive's role is to cultivate relationships and ensure client satisfaction in all aspects of our service and technology. They attend weekly client meetings as needed, acting as a bridge between your insights and our internal team's actions. This presence extends to quarterly governance meetings, where they bring their expertise to strategic discussions. They will keep close ties with your day-to-day HR team and decision-makers to understand upcoming changes to your business that might influence our services. The Account Executive's efforts contribute to a high level of trust with our clients, and that helps drive our most valuable metric, our 90% client referencability rate.</p> <p>REMOVE IF EXECUTIVE SPONSOR WILL NOT BE ASSIGNED</p> <p>Executive Sponsor</p> <p>The Executive Sponsor is a valued member of our Executive Leadership Team who will be aligned with your administration. The Executive Sponsor champions the success of the day-to-day team as well as the overall relationship by aligning the appropriate resources to maintain the high quality of the services we deliver. As dedicated advocates of your organization, if the need arises they will leverage their influence to secure additional support and resources.</p> <p>Specialty Team Members</p> <p>Built into our team structure are additional designated team members who hold special expertise in our ancillary service components such as ACA, HSA/FSA, COBRA, Premium Reconciliation, Customer Care Center, Retiree, and Dependent Verification. A Project Manager from each of these service lines will be assigned to your team according to the scope of services required.</p> <p>We will provide specific team members and make introductions once named a finalist. Understanding your needs and ensuring the right resources are in place for a successful relationship is one key to our combined success.</p>
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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](#) - Pricing.zip - Thursday November 16, 2023 15:33:21
 - [Financial Strength and Stability](#) - WEX 2022 Annual Report.pdf - Thursday November 16, 2023 15:35:45
 - [Marketing Plan/Samples](#) - Marketing Samples.zip - Thursday November 16, 2023 13:34:48
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - Standard Transaction Document Samples (optional)
 - [Requested Exceptions](#) - WEX Requested Exceptions - RFP111623 Contract.docx - Thursday November 16, 2023 13:38:38
 - [Upload Additional Document](#) - Additional Attachments.zip - Thursday November 16, 2023 13:36:14

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_RFP_111623_Employee_Benefits_Administrative_Software_Platforms Wed November 8 2023 04:15 PM	<input checked="" type="checkbox"/>	3
Addendum_5_RFP_111623_Employee_Benefits_Administrative_Software_Platforms Mon October 30 2023 04:34 PM	<input checked="" type="checkbox"/>	2
Addendum_4_RFP_111623_Employee_Benefits_Administrative_Software_Platforms Mon October 30 2023 08:13 AM	<input checked="" type="checkbox"/>	2
Addendum_3_RFP_111623_Employee_Benefits_Administrative_Software_Platforms Tue October 24 2023 09:00 AM	<input checked="" type="checkbox"/>	2
Addendum_2_RFP_111623_Employee_Benefits_Administrative_Software_Platforms Wed October 18 2023 04:38 PM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_111623_Employee_Benefits_Administrative_Software_Platforms Mon October 2 2023 03:50 PM	<input checked="" type="checkbox"/>	2