

Request for Proposal (RFP) for Software and SaaS Solutions

Solicitation Number: #39-20

Publication Date: Tuesday, October 6th, 2020

Notice to Respondent:

Submittal Deadline: Thursday, November 19th, 2020 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, November 12th, 2020. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Software and SaaS Solutions for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Software and SaaS Solutions, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.



Competitive Solicitation by
Region 14 Education Service Center

For

Software and SaaS Solutions

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP #39-20



National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Software and SaaS Solutions.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

◆ Submission of Response

- Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ Required Proposal Format

- Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).

◆ Tabs

- Tab 1 Master Agreement / Signature Form
- Tab 2 NCPA Administration Agreement
- Tab 3 Vendor Questionnaire
- Tab 4 Vendor Profile
- Tab 5 Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 Value Added Products and Services
- Tab 9 Required Documents

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$10 - \$15 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

◆ Evaluation

- Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

◆ Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

◆ NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

◆ Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

◆ Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services
- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Sharecare, Inc.
Address	255 East Paces Ferry Rd, NE, Suite 700
City/State/Zip	Atlanta/GA/30305
Telephone No.	404-671-4000
Fax No.	
Email address	mewers@sharecare.com
Printed name	Michael G Ewers
Position with company	SVP Finance
Authorized signature	<i>Michael G Ewers</i>

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 8, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and Sharecare, Inc. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2020, referenced as Contract Number 01-120, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Software and SaaS Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a

period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

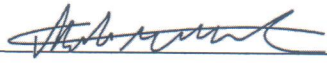
- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- ~~Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement.~~ Any use of NCPA by one party of the other party's name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA the other party.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273
Houston, TX 77270

Signature: 

Date: December 8, 2020

Vendor: Sharecare, Inc.

Name: Michael G Ewers

Title: SVP Finance

Address: _____

Signature: Michael G Ewers

Date: November 16, 2020

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

Not applicable.

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Alabama | <input checked="" type="checkbox"/> Maryland | <input checked="" type="checkbox"/> South Carolina |
| <input checked="" type="checkbox"/> Alaska | <input checked="" type="checkbox"/> Massachusetts | <input checked="" type="checkbox"/> South Dakota |
| <input checked="" type="checkbox"/> Arizona | <input checked="" type="checkbox"/> Michigan | <input checked="" type="checkbox"/> Tennessee |
| <input checked="" type="checkbox"/> Arkansas | <input checked="" type="checkbox"/> Minnesota | <input checked="" type="checkbox"/> Texas |
| <input checked="" type="checkbox"/> California | <input checked="" type="checkbox"/> Mississippi | <input checked="" type="checkbox"/> Utah |
| <input checked="" type="checkbox"/> Colorado | <input checked="" type="checkbox"/> Missouri | <input checked="" type="checkbox"/> Vermont |
| <input checked="" type="checkbox"/> Connecticut | <input checked="" type="checkbox"/> Montana | <input checked="" type="checkbox"/> Virginia |
| <input checked="" type="checkbox"/> Delaware | <input checked="" type="checkbox"/> Nebraska | <input checked="" type="checkbox"/> Washington |
| <input checked="" type="checkbox"/> District of Columbia | <input checked="" type="checkbox"/> Nevada | <input checked="" type="checkbox"/> West Virginia |
| <input checked="" type="checkbox"/> Florida | <input checked="" type="checkbox"/> New Hampshire | <input checked="" type="checkbox"/> Wisconsin |
| <input checked="" type="checkbox"/> Georgia | <input checked="" type="checkbox"/> New Jersey | <input checked="" type="checkbox"/> Wyoming |
| <input checked="" type="checkbox"/> Hawaii | <input checked="" type="checkbox"/> New Mexico | |
| <input checked="" type="checkbox"/> Idaho | <input checked="" type="checkbox"/> New York | |
| <input checked="" type="checkbox"/> Illinois | <input checked="" type="checkbox"/> North Carolina | |
| <input checked="" type="checkbox"/> Indiana | <input checked="" type="checkbox"/> North Dakota | |
| <input checked="" type="checkbox"/> Iowa | <input checked="" type="checkbox"/> Ohio | |
| <input checked="" type="checkbox"/> Kansas | <input checked="" type="checkbox"/> Oklahoma | |
| <input checked="" type="checkbox"/> Kentucky | <input checked="" type="checkbox"/> Oregon | |
| <input checked="" type="checkbox"/> Louisiana | <input checked="" type="checkbox"/> Pennsylvania | |
| <input checked="" type="checkbox"/> Maine | <input checked="" type="checkbox"/> Rhode Island | |

☒ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- | | |
|--|---|
| <input checked="" type="checkbox"/> American Samoa | <input checked="" type="checkbox"/> Northern Marina Islands |
| <input checked="" type="checkbox"/> Federated States of Micronesia | <input checked="" type="checkbox"/> Puerto Rico |
| <input checked="" type="checkbox"/> Guam | <input checked="" type="checkbox"/> U.S. Virgin Islands |
| <input checked="" type="checkbox"/> Midway Islands | |

◆ Minority and Women Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - Minority / Women Business Enterprise
 - Respondent Certifies that this firm is a M/WBE

While Sharecare is not a Small or Small Disadvantaged Business or Minority or Women-Owned Business Enterprise, we are committed to providing opportunities for supplier diversity,

including ongoing expansion of our minority and women-owned supplier base. Sharecare works to create a supplier base that reflects the diversity of the clients and communities we serve. Our vendor-selection process and procurement protocols are designed to promote opportunity for minority-, disadvantaged-, and women-owned businesses. These efforts include:

- Due diligence to identify qualified, high-performing minority business enterprises (MBE), disadvantaged business enterprises (DBE), and women-owned business enterprises (WBE);
- Actively fostering relationships with MBEs, DBEs, and WBEs; for example, we maintain a resource list of MBEs, DBEs, WBEs, and small businesses, as well as veteran-owned small businesses and service-disabled veteran-owned small businesses. We also encourage colleagues to contribute the names of additional small businesses for consideration.
- Practices for developing mutually profitable MBE/DBE/WBE supplier relationships that can enhance customer satisfaction and increase value to our clients, such as participating in conferences and workshops that serve as resources for potential MBE/DBE/WBE or small-business partner relationships.
 - Historically Underutilized Business
 - Respondent Certifies that this firm is a HUB o

While Sharecare is not a Historically Underutilized Business (HUB), as stated above, we are committed to working with businesses owned by women, minorities, and/or service-disabled veterans. We will continue to engage a supplier base that reflects the diversity of the clients and communities we serve.

◆ Residency

- Responding Company's principal place of business is in the city of Atlanta, State of Georgia

◆ Felony Conviction Notice

- Please Check Applicable Box:
 - ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
 - ☒ Is not owned or operated by anyone who has been convicted of a felony.
 - ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ Distribution Channel

- Which best describes your company's position in the distribution channel:

<input type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input type="checkbox"/> Authorized Distributor	<input type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added reseller	<input checked="" type="checkbox"/> Other: <u>The Sharecare platform is a web-based, software as a service</u>

(SaaS) solution provided through
Amazon Web Services.

◆ Processing Information

➤ Provide company contact information for the following:

- Sales Reports / Accounts Payable

Contact Person: Ryan Andrews

Title: Vice President, Public Sector

Company: Sharecare

Address: 255 East Paces Ferry Rd. NW Ste. 700

City: Atlanta State: GA Zip: 30305

Phone: 404-644-8157 Email: ryan.andrews@sharecare.com

- Purchase Orders

Contact Person: Ryan Andrews

Title: Vice President, Public Sector

Company: Sharecare

Address: 255 East Paces Ferry Rd. NW Ste. 700

City: Atlanta State: GA Zip: 30305

Phone: 404-644-8157 Email: ryan.andrews@sharecare.com

- Sales and Marketing

Contact Person: Ryan Andrews

Title: Vice President, Public Sector

Company: Sharecare

Address: 255 East Paces Ferry Rd. NW Ste. 700

City: Atlanta State: GA Zip: 30305

Phone: 404-644-8157 Email: ryan.andrews@sharecare.com

◆ Pricing Information

➤ In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☐ Yes

☒ No

We believe that the circumstances for which this provision is designed do not apply for the services and pricing we have presented. "Future product introductions" would relate to new/different services or features from those presented in this proposal, and thus would entail new associated pricing that could not be determined in proportion to current pricing.

➤ Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes

☐ No

➤ Vendor will provide additional discounts for purchase of a guaranteed quantity.

☐ Yes

☒ No

Where volume discounts are applicable, we have quoted population-tiered or bundled-service rates.

◆ Cooperatives

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.

Sharecare, Inc.

- ◆ Brief history of your company, including the year it was established.

Sharecare is the digital health solution with high-touch coaching and partner programs that allows people to manage all their health in one place. The company was co-founded in 2010 by digital health pioneer Jeff Arnold and cardiothoracic surgeon and Emmy award-winning TV personality, Dr. Mehmet Oz. Their combined vision was to simplify, improve, and transform the digital health experience for each individual. Sharecare is the clear leader in support of large, complex clients, including large state and government entities and large health plans, bringing the ultimate user experience through an app with a web companion, so we can support each member throughout their well-being and healthcare journey, every step of the way. We support a sponsor's objective to activate individuals in their health and to engage them in the various benefit programs and resources to impact costs and to improve the enrolled population's health.

Over the past 10 years, the company has built, acquired, and integrated key technologies, resources, and capabilities that enable users to improve their overall health. We have spent over \$500M on 16 acquisitions to create an interoperable platform to support the individual with all their health in one place, with the most recent acquisitions noted below. We will continue to have targeted acquisitions for the purpose of supporting the individual with their health and well-being needs. Over the past 12 months, Sharecare has formed partnerships with various point solutions to provide an array of programs and integrated solutions for our clients. This depth and breadth positions Sharecare as the well-being solution best equipped to support the specific needs of Region 14 ESC's members with a personalized experience.

- 2020 | Acquisition of WhiteHatAI adds artificial intelligence capability to ensure healthcare payment integrity
- 2020 | Partnership with Fusionetics to support capabilities around expert movement science, musculoskeletal (MSK) treatment and recovery

- 2020 | Acquisition of MindSciences to support our capabilities with Unwinding Anxiety (stress/anxiety), Eat Right Now (weight management), Craving to Quit (tobacco cessation), and Breathe (mindfulness)
- 2020 | Acquisition of Visualize Health to support providers' efforts to close care gaps
- 2020 | Partnership with Smart Dollar to provide a financial well-being program
- 2020 | Partnership with Onduo to provide a virtual diabetes clinic care program
- 2019 | Partnership with Fruitstreet to provide a CDC accredited Diabetes and Prevention Program, called Scale Back
- 2019 | Partnership with Ovia to offer data-driven solutions for women's health, including fertility, pregnancy, and parenting
- 2019 | Partnership with SwissRe to launch a robust financial health program
- 2019 | Partnership with the Biostatistics and Epidemiology Data Analytic Center (BEDAC), a division of Boston University's School of Public Health (BUSPH), to build the most comprehensive and dynamic measure of well-being across the United States—including the social determinants of health (SDOH) and real-time and near-time datasets like traffic, weather, walkability, food insecurity, and crime.
- 2019 | Partnership with Quest Diagnostics to offer a biometric screening solution
- 2018 | Acquisition of Window Channel Network, a leading innovator and distributor of original HD relaxation and wellness videos, empowering viewers to find stillness and peace in their everyday life with relaxation, spiritual, meditation, sleep, and background video programming

Sharecare's platform offers each individual an accessible, interactive, and highly engaging environment that moves healthcare from episodic to a regular habit, amid every step of their health and well-being journey.

Sharecare is a privately held company with a solid investor base and diversified client portfolio. Sharecare's strategic investors include health care companies: HCA, Trinity Health, the Heritage Healthcare Innovation Fund, CareFirst, and AFLAC Corporate Ventures; media companies: Discovery Communications, Harpo Productions, and Sony Pictures Television; technology investment firm Claritas Capital; noted crossover fund Wellington Management; lab company Quest Diagnostics; investment firm Wells Fargo Financial; and Swiss Re, one of the world's largest reinsurance providers. To date, Sharecare has raised more than \$425 million in total capital.

Sharecare has over 2,300 employees and is a reliable, trusted partner to clients covering over 12 million lives. We have the depth and breadth to bring an innovative solution for today and tomorrow.

◆ Company's Dun & Bradstreet (D&B) number.

Sharecare is a privately held company and we do not typically share our D&B number. We are happy to share more detailed financial information upon being named a finalist.

◆ Company's organizational chart of those individuals that would be involved in the contract.

Please see attached. The individuals listed represent the leadership team that will oversee the NCPA/Region 14 ESC relationship. Upon award, we will assign additional day-to-day resources to support the contract.

◆ Corporate office location.

- List the number of sales and services offices for states being bid in solicitation.

Sharecare's corporate headquarters are located in Atlanta, Georgia. We have additional offices in Franklin, Tennessee, and Chandler, Arizona. We can service any location in the United States.

Sharecare corporate headquarters:
255 East Paces Ferry Rd NE, Suite 700
Atlanta, Georgia 30305

Satellite office:
701 Cool Springs Blvd.
Franklin, TN 37067

Wellness program and call center:
1445 S Spectrum Blvd.
Chandler, AZ 85286

- List the names of key contacts at each of the U.S. sales and service offices with title, address, phone and e-mail address.

Ryan Andrews

Vice President, Public Sector

Sharecare
255 East Paces Ferry Rd. NE, Ste 700
Atlanta, GA 30305
401-644-8157
ryan.andrews@sharecare.com

Andrew Johnson

Senior Vice President, Government Sales

Sharecare
255 East Paces Ferry Rd. NE, Ste 700
Atlanta, GA 30305
404-285-1215
andrew.johnson@sharecare.com

◆ Define your standard terms of payment.

Please see attached MSA/Standard Terms & Conditions document.

◆ Who is your competition in the marketplace?

Sharecare's competitors range from health assessment firms, disease management and lifestyle coaching firms, wellness/well-being firms, as well as digital navigational firms. The digital health market is currently flooded with multiple "point solutions" that compete with some of the individual components of Sharecare's platform.

Sharecare is a category of one. No other vendor can offer all of the services that Sharecare can in one place.

◆ Provide Annual Sales for last 3 years broken out into the following categories:

- Cities / Counties
- K-12
- Higher Education
- Other government agencies or nonprofit organizations

Sharecare is a privately held company and therefore only shares financial information upon being named a finalist.

◆ What differentiates your company from competitors?

Sharecare is unique in the market in bringing a focus around community well-being supported by an innovative digital platform with high-touch coaching and an array of partner programs. We are the only platform that was founded to support the individual with all their health in one place.

The differentiators that we believe most significantly separate Sharecare from our competitors are as follows:

- Visionary CEO and Stable and Experienced Executive Team: Jeff Arnold has a 30-year track record of innovation and success since his founding of WebMD, which has continued with Sharecare when he was named 'Entrepreneur of the Year' by E&Y. Our tenured leadership team brings the full complement of experience with deep healthcare, consumer, and media expertise. The vast majority of our leadership team has been with Sharecare since our inception, which is very rare for other solutions.
- All your health in one place: Sharecare was founded on the principle of supporting the individual throughout their health journey – from well-being to healthcare – with all your health in one place. Since most people do not use healthcare and health benefits every day, we start with the premise that individuals need support in their everyday life. As they form a regular habit to access their platform, we create awareness of and engagement into the relevant benefits programs – a total health platform. Our COVID response demonstrates our unique approach to support the individual during changing health environments and conditions.
- A unique and dynamic on-boarding process: Sharecare's registration process starts with an individual's curiosity about their RealAge and the regular guidance on behaviors to lower it through our green days tracker. Based on the data captured within the platform, the user immediately receives personalized digital content to impact behavior change.
- User engagement: Sharecare will employ a multi-faceted approach to engage Region 14 ESC members to produce meaningful improvements in their health and well-being. Our efforts to engage populations commences with a comprehensive communications campaign that includes visually appealing materials to promote and explain member companies' rewards, their various programs, and network providers. There are four main components to our engagement playbook:
 - Innovative communications toolkit to "surround" the user with a multi-modal marketing approach
 - Extrinsic rewards/incentives administration
 - Motivating challenges administration
 - Triggered messaging for the array of benefits unique to each member
- Combination of high-touch and high-tech coaching: Through Sharecare's proprietary coaching programs, Region 14 ESC will have access to optional one-on-one telephonic coaching, onsite, and digital coaching for chronic condition and lifestyle management programs. In addition, we offer high-tech programs Unwinding Anxiety, Breathe, Eat Right (food cravings), and Craving to Quit (tobacco cessation). Users can reap the

benefits of compassionate human coaching in a variety of modalities and the remarkable depth of various digital programs integrated into the platform.

- Partner programs: Sharecare continues to expand the array of preferred partner programs as part of our health ecosystem. The following partners are vetted for services and expertise that deliver the greatest value to our clients at costs that make sense:
 - Carenet—Care Navigation and Advocacy
 - Fruitstreet—Weight Management and a Diabetes Prevention Program
 - Fusionetics—Musculoskeletal Solution
 - Onduo—Virtual Diabetes Clinic
 - Ovia—Maternity and Family Management Program
 - Quest Diagnostics—Onsite Screenings and a Nationwide Network of Patient Service Centers
 - Smart Dollar—Financial Well-Being Program
 - Tivity—National fitness network

*Sharecare is finalizing contracts with vendors to offer additional programs for specific conditions. We can share additional information on these solutions when the contracts are finalized.

- Uncovering gaps in care: Sharecare’s email and content library include topics that address potential gaps in care along HEDIS guidelines. Content is designed to improve outcomes and reduce healthcare costs (e.g., benefits of screenings, medication adherence, coaching, and primary care management).
- Data-driven approach: With the Sharecare platform, data is the foundation of assessing our users’ behavioral needs. This consumer focus is the core of our efforts and provides Region 14 ESC with access to various analytics and report modules to monitor users’ experience and well-being and healthcare needs.
- Next Generation Community Well-Being Index: Region 14 ESC will also be able to take advantage of Sharecare's Community Well-Being Index (CWI) to see how members' locations compare to other communities. Through our partnership with the School of Public Health at Boston University, we have access to the full array of Social Determinants of Health (SDOH), which will be further augmented by the largest retailer’s data on buying behaviors and the biometric values from Quest. This integrated database will offer a highly valuable geographic benchmarking for our clients, providing unmatched, in-depth insight into the well-being of populations. The individual users will then have this data integrated into their user experience to account for where they live.
- Community health: We can work with Region 14 ESC to tailor the Sharecare Movement to strengthen the sponsor’s brand in improving a community’s health. Driven by the CWI Data, the goal of the Sharecare Movement is to make the country a healthier place, community by community. This movement unifies a comprehensive experience and network of interested partners around the common purpose of improving the health and well-being of residents. Sharecare initially launched the Sharecare Movement in support of one of our key state clients: The State of Georgia. To deliver for the State, we developed a “surround sound” strategy to create multiple community touch points to better engage their residents and end users.
- Financially sound: Sharecare’s growth is fueled with a solid investor base and diversified client portfolio. Sharecare has enjoyed strategic investment from across the healthcare, financial services and media industries, including leading payors, health systems, lab service providers, life insurers, etc.—most of which are clients or partners. As stated previously, Sharecare has raised more than \$425 million in total capital.

- Asset mix: Our 16 acquisitions to date, robust preferred partner program, and advanced business development pipeline gives us an unparalleled suite of assets that provide for a ‘total health’ platform for the individual and the sponsor.

- ◆ Describe how your company will market this contract if awarded.

Marketing to Public Sector Organizations

If awarded, Sharecare would leverage the NCPA contract as a strategic tool when discussing our services with prospects, consultants, and brokers. When there is an organization that is open to alternatives to traditional internal procurement processes, Sharecare will explain how NCPA works and get organizations in touch with NCPA for further vetting and discussion.

Marketing to Members

Sharecare has a full complement of modalities to “surround” members with an array of communications, so we can bring creative reaches into a diverse population. Through Sharecare’s media expertise, Region 14 ESC will have innovative approaches to drive initial awareness and sustained engagement into the available programs and resources to mitigate health risk and to improve the populations’ health and to lower costs.

As part of the solution design requirements process, our account management team and marketing manager will learn about Region 14 ESC and their marketing and communication efforts, including overall tone, frequency, and preferred modality, as well as branding requirements. We then review our communications toolkit, which includes a suite of engagement tactics focused on program launch and ongoing awareness to encourage engagement throughout the year. The marketing calendar will then capture the specific tactics to be deployed throughout the year. Based on the data captured around content views and the users’ behaviors, we will recommend innovative approaches to refine and adapt the marketing plan.

Marketing

Sharecare deploys an array of communication initiatives to create awareness and engage users, including digital (ads, social, email, web and mobile), video, print (postcards, mailers), and on-site (pop up booths, tabletop displays). Our team will co-brand all collateral with Region 14 ESC branding, as determined in our discovery process. Sharecare has a robust, turnkey marketing toolkit designed to drive audience acquisition and engagement throughout the program year, and the marketing manager will be responsible to collaborate with Region 14 ESC in leveraging this toolkit in the annual calendar.

The toolkit is available in four separate campaign themes. Region 14 ESC can select from a variety of different campaign styles and imagery that best aligns to their brand style and communication goals. The toolkit is also organized into four standard communication phases across the program year with corresponding materials in each phase.

Digital Platform Messaging

As part of the Engagement Playbook, the platform will be configured to communicate the relevant programs to each user based on Region 14 ESC's direction. We will collaborate with Region 14 ESC to closely monitor the clicks on the various communications and content being viewed by users, so we can continue to refine and improve our reach. Periodically, we will send an email that outlines health and well-being tips. These tips, which can range from goal setting and healthy foods to sun-safety and volunteering and community involvement, will also

include links to program resources and clear next action steps. Our research shows that our targeted emails receive 3x the engagement of non-targeted emails.

In addition, Region 14 ESC will have access to our self-service Campaign Management tool for any unique messaging to reach defined cohort populations. Members will be able to communicate on topics like open enrollment and other time-sensitive messages. Region 14 ESC can also issue push notifications through the Campaign Manager.

Lifestyle Management Coaching

For our proposed Lifestyle Management coaching program, we have advanced the way individuals interact with our coaches. Highly skilled and trained coaches personalize their program and teach enrolled members to take healthy steps to change behavior. Our capabilities are unique in that the coaches have access to the behavior data being captured within the platform, such as your sleep and stress level. By having the behavioral data, the coaches can help set achievable health goals and encourage the participants to take small action steps, build confidence through success, and more readily progress towards goal achievement.

Coach-participant interactions will typically take place telephonically or digitally via secure messaging, similar to text, on the Sharecare platform. Sharecare recognizes that the element of choice is vital for engagement and that each individual is unique in how they want to be reached. As such, we honor individual communication preferences. For those individuals who have higher levels of risk acuity, Sharecare may encourage them to engage with their coach telephonically for some interactions.

The platform's digital messaging dashboard will allow our coaches to communicate with members in the following ways:

- Event cards with custom media
- Event cards with custom content
- Pushed health content
- Interactive Event cards to collect feedback on selected questions
- Integrated bi-directional private messaging between coach and individual

For the State of Georgia, Sharecare has a full engagement marketing program, designed to highlight various facets of their incentives program, while supporting ongoing member engagement and program participation throughout the year.

The State currently engages in all communications channels (with the exception of SMS text). While Sharecare is currently only able to communicate with registered, opted-in members via most of our digital communications, we engage with currently unregistered members through direct mail pieces, which are deployed throughout the program year to support various high-level campaigns.

Communications breakdown:

- *Challenges:* Monthly challenges are supported with Sharecare-deployed (to registered, opted-in members) challenge registration emails (pictured below), as well as customized challenge banners that are added to client's microsite
- *Wellness emails:* Wellness-themed emails to registered, opted-in population, providing wellness tips and resources that link back to the Sharecare portal, including reminders to join or participate in upcoming challenges, engage in lifestyle management coaching, and to take or update a member's RealAge test

- *Monthly coaching communications:* Client is participating in Sharecare's lifestyle management coaching program, in which members can receive up to 60 well-being incentive points per month by participating in coaching calls. To support this initiative, coaching is mentioned in the majority of our ongoing communications, and we also send a dedicated monthly coaching email to registered, opted-in members who have not contacted a coach in 150 days. We also send a monthly coaching postcard to unregistered members (or members who have not opted-in to receive emails, reminding them to contact a coach and stay engaged).
- *Sweepstakes/blitzes/promotions:* In 2020, client will engage in five incentivized sweepstakes/promotions.
- *Program reminder series:* In late 2020, Sharecare deployed a Program Reminder Series to members, sending various direct mail pieces and emails to segmented audiences to remind them to engage with the program and participate to earn well-being incentive points, as well as to participate in challenges, etc., based on previous program activity.
- *Transactional points reminder emails:* Each month, members who complete the wellness program in full are informed that they have met all of the requirements for that program year. Sharecare sends out a transactional points reminder email to these individuals to let them know the program is complete and that they can begin the process of receiving their rewards.
- *Timeline cards:* In addition to Sharecare's full suite of timeline cards, Sharecare also launches cards to support ongoing campaigns, such as challenges, as well as the client's desired wellness focus, which includes lifestyle management coaching, tobacco cessation, preventive screenings, and more.
- *Community outreach:* Sharecare provides community outreach to further support the wellness program by scheduling and attending wellness events and conferences throughout the state. These events provide opportunities to answer any questions members may have about the wellness program, promote the program elements, as well as to recruit Wellness Champions on-site.

Sharecare will work with Region 14 ESC to leverage our full capabilities to deliver targeted, personalized programs, interventions, and messaging to promote positive results and long-term behavior change for their members.

◆ Describe how you intend to introduce NCPA to your company.

Sharecare has a public sector practice leader, Ryan Andrews, who has worked with NCPA in his previous role with Businessolver. Ryan would be the NCPA executive sponsor here at Sharecare. The public sector team falls under Ryan's leadership. The public sector team will oversee the account relationship and will own the responsibility for strategic direction under this contract. The team will be responsible for the quarterly updates about the NCPA relationship, as well as the initial education around the contract, ongoing support, and leadership accountability.

◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Sharecare is a consumer-first digital health platform with available high touch coaches and an array of partner programs that work together seamlessly to help participants more easily manage and optimize their health—from healthcare to well-being. Sharecare is a mobile-first platform with a web companion that provides a simple, engaging and intuitive user experience. The entire platform is available via the mobile app with a connected experience

that allows individuals to comfortably move between their mobile device, tablet, or desktop as they navigate their well-being journey.

The Sharecare platform moves beyond the traditional wellness activities and programs. Our effort is centered around support for an individual in their regular lifestyle. When a person needs help with their well-being and healthcare, they have all the information needed in one place. Sharecare combines traditional well-being features (i.e., health assessment, daily trackers, challenges, and incentives) with the ability to access all of the wellness-related and clinical resources. As an example of the support available to individuals, please see on sharecare.com the numerous ways we are helping participants and our client partners to address issues involving the current global crisis related to the coronavirus.

The platform's unparalleled back-end design and intuitive interface deliver the stability, accessibility, and security employees need for personalized health and wellness resources: educational materials, financial information, community activities, local services, and more. The platform provides navigation tools for healthcare needs, such as find-a-doctor, clinical decision support, and virtual medical records, as well as personalized content for medical conditions.

Our digital platform to support the individual comes standard with the following features:

- RealAge test
- Green days trackers (including frictionless trackers)
- Digital coaching
- Robust content library with numerous clinically validated articles and videos
- Clinical decision support with AskMD, and healthcare provider support with Find-A-Doctor
- Personalized content for the participant
- Personal health record for the individual
- Machine learning and artificial intelligence (AI) to provide the personalized experience
- Financial well-being assessment and educational content

We then configure the platform for a sponsor with the following additional features to help attain their population health objectives:

- Configuration of available programs and resources (including third-party point solutions for an integrated experience) within a sponsor-branded platform
- Benefits hub to promote the various benefits and programs available to the individual
- Health navigation to various programs and resources
- Navigation to carrier's portal for EOBs and other pertinent information
- Incentives and rewards administration (including marketplace fulfillment)
- Challenges to support individual and group motivation
- Ingestion of medical claims and biometric screening files into the personal health profile creating a virtual medical record
- Campaign Manager communications tool to support client messaging and promotions
- Engagement marketing to reach participants, configured with client branding and special messaging
- Customer service (included with incentive administration and/or high-touch coaching)
- Reporting of the behavioral data to augment claims information

In addition to the digital platform, Sharecare offers an array of optional services:

- **Lifestyle Management:** Our fully integrated, high-tech, high-touch lifestyle coaching connects participants with a professional coach who helps them set and achieve realistic health goals
- **Disease Management:** One-on-one disease management coaching provides clinical support to participants identified with asthma, COPD, coronary artery disease, diabetes, and heart failure
- **Tobacco Cessation:** Digital app to address those using tobacco products
- **Unwinding Anxiety:** Stress management program to help re-train the brain to better address anxiety
- **Breathe:** Mindfulness program designed to manage stress and build resilience in the workplace and at home
- **Eat Right:** Evidence-based digital mindfulness program that helps participants control their food cravings to lose weight
- **COVID Return to Work:** Solution to help organizations as their employees return to work

Sharecare continues to expand on the array of preferred partner programs as part of our solution ecosystem.

- Carenet — Care Navigation and Advocacy
- Fruitstreet — Weight Management and a Diabetes Prevention Program
- Fusionetics — Musculoskeletal (MSK) Solution
- Onduo — Virtual Diabetes Clinic
- Ovia — Maternity and Family Management Program
- Quest Diagnostics — Onsite Screenings and Nationwide Network of Patient Service Centers
- SmartDollar — Financial Well-Being
- Tivity — Prime Fitness Network

Blue Zones Project

Sharecare also has the ability to implement Blue Zones. The Blue Zones Project, a partnership between Sharecare and Blue Zones, LLC, works with select communities, cities, and states to improve the physical, social, and emotional well-being of their citizens by implementing sustainable environmental changes.

The Blue Zones Project is designed to change the way people experience the world around them; through impacting environment, policy, and social networks, the Blue Zones Project makes healthy choices easier. As a result, people can live longer, better, and communities can lower healthcare costs, improve productivity, and boost national recognition as a great place to live, work, and play.

- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Our customer service support hours and offerings:

- **Self Service Knowledge base/FAQ:** 24x7, 365
- **Digital Platform Support:** Live: Monday-Friday 7:00 AM - 9:00 PM CST and Saturday 8:00 AM - 4:30 PM CST
- **High Touch Coaching Support:** Monday-Friday 7:00 AM - 9:00 PM CST and Saturday 8:00 AM - 4:30 PM CST
- **Incentives Support:** Monday-Friday 9:00 AM - 7:00 PM CST

- **Eligibility Verification Chat Support:** Monday-Friday 7:00 AM - 8:00 PM CST

Depending on the platform options selected by the client, Sharecare provides the selected levels of support.

For members engaging on the Sharecare platform, Sharecare's Digital Customer Service Team (based in Franklin, TN) will be available to assist with questions and issues regarding topics ranging from registration, login/password resets, and app installation, to RealAge test and green days trackers. The Customer Service support levels will depend upon the solutions that are selected as part of the platform. If incentives are included within the digital platform, we offer both online and live support. If the platform includes both digital and high touch coaching, we offer both online and live support. Our call center is located in Franklin, TN and it operates six days a week.

We provide service support through multiple modalities, which will allow users to reach out at any time and get the help they need. The support available varies depending upon the program design. We can also offer Region 14 ESC's customer service reps a self-service tool to access relevant information for commonly asked questions, which will allow Sharecare's customer service reps to handle the more complex questions.

- ◆ **Green Initiatives**

- As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

Sharecare is a mobile-first platform with a web companion. The fact our services are offered through software reduces waste and supports energy conservation by replacing many paper-based processes. Sharecare's colleagues have adopted reduce-reuse-recycle policies in offices to close the loop on waste. Colleagues also have the option of telecommuting, which significantly reduces the company's carbon footprint.

Amazon Web Services (AWS), Sharecare's web host, is committed to providing their services in the most environmentally friendly way possible and achieving 100% renewable energy usage for their global infrastructure. AWS also has a strong initiative around reducing the use of water—a process that, for each service region, involves evaluating climate patterns, local water management and availability, and the opportunity to conserve drinking water sources.

For clients, we leverage the Community Well-Being Index (CWI). The CWI focuses on how health goes beyond genetics, lifestyle choices, and even social factors. The CWI incorporates how environments and social determinants of health impact access to health resources, readiness to change, and overall health. This important tool allows our clients to leverage comprehensive data on their populations and the impact the environment is having on well-being.

- ◆ Vendor Certifications (if applicable)
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Sharecare adheres to legal guidelines established by HIPAA, ACA, ERISA, ADA, and GINA.

Sharecare holds HITRUST CSF, SOC 2 Type 2, and ISO 27001 certifications and is compliant with policies and procedures outlined in the following HIPAA documents:

- HIPAA Security Risk Assessment
- HIPAA Security Policy
- HIPAA Privacy Policy
- HIPAA Use and Disclosure Procedures
- HIPAA Breach Notification Procedures

Sharecare performs annual HITRUST, SOC 2 Type 2, and ISO 27001 certification audits, which helps Sharecare achieve and maintain the standards set by HIPAA. Our HITRUST certificate goes through a yearly audit process and was most recently completed in 2020. Sharecare also performs periodic, internal HIPAA assessments through our Information Technology Security team.

Additionally, the RealAge test, our health risk assessment, has NCQA accreditation and adheres to all relevant legislation from the EEOC and other guiding governmental bodies, including GINA.

Sharecare has been evaluated by the National Committee for Quality Assurance. We are currently NCQA accredited for the following condition-specific disease solutions: asthma, coronary artery disease (CAD), chronic obstructive pulmonary disease (COPD), diabetes, and chronic heart failure (CHF). We also support the polychronics with their secondary conditions such as hypertension or high cholesterol levels.

Sharecare is Sarbanes-Oxley compliant as it applies to private companies.

We can provide a screen share of audit results or attestation letters to our clients.

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:
 - Software
 - Animation and Modeling
 - **Business Productivity**
 - Digital Publishing

- Digital Video
- Engineering and CAD
- **Health & Science**
- K-12
- Languages
- Licenses
- Math
- Music & Audio
- Programming
- Film and TV Production
- Operating Systems and Utilities
- Security
- Test Prep
- **Training**
- Utilities
- Web Publishing

➤ SaaS

- **Cloud Based Applications**
- **Citizen and Resident Engagement**
- Meeting Automation
- **Website Design**
- **Communication Tools**
- Documentation Solutions
- Online Transactions
- Software Portfolio Management
- Software Procurement Services
- Software Asset Management & Compliance

cities, and states to improve the physical, social, and emotional well-being of their citizens by implementing sustainable environmental changes.

The Blue Zones Project is designed to change the way people experience the world around them; through impacting environment, policy, and social networks, the Blue Zones Project makes healthy choices easier. As a result, people can live longer, better, and communities can lower healthcare costs, improve productivity, and boost national recognition as a great place to live, work, and play.

Next-Generation Benchmarking

In addition, Sharecare's next-generation Community Well-Being Index (CWI) focuses on how health goes beyond genetics, lifestyle choices, and even social factors. The CWI incorporates how environments and social determinants of health impact access to health resources, readiness to change, and overall health.

For communities and organizations such as Region 14 ESC, this means better insights and more linear paths to health improvement. Through protocols directed at health risks across baseline profiles, daily behaviors, and environmental considerations, the Sharecare platform will garner a higher effect tied to behavior change vs. siloed interventions, thereby maximizing individual and population-wide outcomes.

The primary goal of the Sharecare Community Well-Being Index is to provide our Enterprise clients with enhanced insights and visibility tied to environmental and community risk (in addition to individual risk), and further, to leverage these insights and data to facilitate a next-generation geospatial member experience that lends itself to making the healthy choice the easy choice.

Sharecare defines Community well-being as an individual's holistic health, including individual risk factors and perceptions across physical, financial, social, purpose and community domains, as well as social determinant and environmental factors. Understanding relationships between an individual's risk and their community risk to drive transformation is an initiative throughout our company. This feature will enable communities for messaging and reporting while providing data insights and healthy actions to members.

Health Security Solution

Sharecare Verified Health Security provides governments, businesses, employees, and clients with proactive and reactive digital tools to minimize the danger and impact of acute health events that endanger people's health, while supporting everyone's health and well-being.

Health Security for your state and business is like Cyber Security for your PC and IT: Minimizing the risk of virus infections and accelerating safe recovery.

Over the last decade there were at least 6 deadly SARS, MERS and H1Nx virus outbreaks. WHO warned that another H1N1 virus is on the way as a possible pandemic. A successful Health Security strategy requires more than a one-size-fits-all solution that is narrowly focused on a particular (COVID-19) testing protocol available right now. Includes:

- Back-To-Work Best Practices
- Up-To-Date Standard Operating Procedures
- Sharecare's world class health and well-being know-how
- Forbes Travel Guide service and certification expertise, which guide, empower and help you manage your Health Security with tech-enabled:

Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	Sharecare, Inc.
Print Name	Michael G Ewers
Address	255 East Paces Ferry Rd NE, Suite 700
City, State, Zip	Atlanta/GA/30305
Authorized signature	<i>Michael G Ewers</i>
Date	Nov 16, 2020

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature

Michael G Ewers

Date

Nov 16, 2020

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Sharecare, Inc.
Address	255 East Paces Ferry Rd NE, Suite 700
City/State/Zip	Atlanta/GA/30305
Telephone No.	404-671-4000
Fax No.	
Email address	mewers@sharecare.com
Printed name	Michael G Ewers
Position with company	SVP Finance
Authorized signature	<i>Michael G Ewers</i>

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) 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 CFR Part 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 CFR Part 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.

(E) 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 CFR Part 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §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 CFR Part 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>

Team of Experts to Help Guide You Through
Sharecare's Comprehensive Health Platform



ACCOUNT
MANAGEMENT

Ryan Andrews
Executive Sponsor

PRODUCT &
TECHNOLOGY

Naveen Saxena
Technology Leader
Toni Pashley
Product Deliverables & Roadmap
Jon King
Data Extracts

CLINICAL INTEGRITY
& OVERSIGHT

Michael Crupain, MD, MPH
Chief Medical Officer
Donna Hill Howe, RN, MS
Chief Nursing Officer

IMPLEMENTATION

Anita Speck
Implementation Leader

CUSTOMER CARE
CENTER

Nancy Parker
Coaching & Customer
Service Operations

MARKETING &
DIGITAL MESSAGING

Zanthe Ferris
Marketing Support
Maria Dragann
Client-Configured
Messaging within Platform

REPORTING &
ANALYTICS

Chase Pirkle
Actuarial / Reporting Analysis / Recommendations