



National Cooperative Purchasing Alliance

Administration Management Solutions
Response (RFP 11-22)

March 24, 2022

Table of Contents

Executive Summary.....	3
Tab 1 – Master Agreement/Signature Form	6
General Terms and Conditions.....	6
Tab 2 – NCPA Administration Agreement	12
Tab 3 – Vendor Questionnaire.....	16
Tab 4 – Vendor Profile	20
Tab 5 – Products and Services	30
Tab 6 – References	31
Tab 7 – Pricing.....	34
Tab 8 – Value Added Products and Services.....	35
Tab 9 – Required Documents	39
Federal Funds Certifications	40
APPENDIX II TO 2 CFR PART 200	40
CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS	45
Clean Air and Water Act & Debarment Notice	46
Contractor Requirements	47
Contractor Certification	47
Contractor’s Employment Eligibility	47
Fingerprint & Background Checks	48
Business Operations in Sudan, Iran.....	49
Antitrust Certification Statements (Tex. Government Code § 2155.005)	50
Required Clauses for Federal Assistance provided by FTA.....	51



Executive Summary

Alignment and Vision

Businessolver is excited to respond to your RFP for Administrative Management Solutions and we hope to continue our successful partnership for years to come. As a leader in the benefit technology industry, we understand the need to provide public sector organizations a single source solution that can help administer benefits, educate, and communicate to employees, provide compliance services for ACA and COBRA as well as spending account access along with many other functional abilities.

Our focus, investment, and success in the public sector vertical, along with our history and partnership with NCPA, and many of the great clients and members we have been able to partner with together, gives us a strong belief that this will continue and grow in the years ahead.

We're here for you every step of the way, leading you to your ultimate benefits vision.

Getting to Tomorrow, Together

NCPA is on a journey to achieve your strategic goals and meet the benefits needs of your members and their families. In that effort, you deserve a technology and service partner with **stability** to help you consistently meet your benefits objectives, with **personalization** to meet your members exactly where they want to be met, and with forward-thinking **innovation** to grow alongside you as your needs expand and evolve.



Stability

NCPA is looking to select a partner that can move data securely, quickly, and efficiently to deliver your benefits strategy. We value that; our approach to software as a service (SaaS) is unique, providing real-time visibility, accessibility, and flexibility.

Our singular code base gives you the most up-to-date version of our system, with 24/7 access to your data from any internet-enabled device. We're agile, pushing new code bi-weekly with changes and updates happening in real time. There are no unnecessary handoffs to other vendors, which creates greater efficiency in data flow and integrity. With this level of stability, our system availability exceeds 99.5%. Meanwhile, your Businessolver client team is focused on serving your unique needs to ensure you are confident in your total benefits experience.



Personalization

Statistically, employees only spend about 17 minutes every year making benefits decisions. In those few minutes, more than 90% of employees pick the same plans year over year because they don't understand their options. The information they receive is complex, confusing, and not personalized.

That won't be the case for NCPA's members. Our system can be the portal where their benefits journey begins. We'll help you meet your members and their families where they want to be met 24/7, no matter where they are in their career or life. Benefitsolver® can be configured and personalized to connect them to the right benefits, in the right place, at the right time to ensure they have access to right care at the right value.



Innovation

Change is inevitable. You deserve a partner that cares about future-proofing your business as much as you do. As an independent organization, we own our roadmap and consistently invest 25% of our revenue back into our system to intentionally transform employee benefits from a once-a-year enrollment event to a year-round journey that spans the entire employment lifecycle.

Using our empathy-driven design, your members will experience the transformational journey through intelligent applications for benefits technology, including our personal benefits assistant, Sofia. Sofia can answer your members' questions instantly, giving NCPA a new level of service that the workforce has come to expect.

Achieving Your Ultimate Benefits Vision

Our goal is to leverage innovative benefits technology alongside compassionate service to delight you and your members. We believe the fundamental alignment in our missions and visions will strengthen our partnership and allow for long-term, mutual success. Businessolver will partner with you to ensure our solutions are future-proofed and scalable to meet NCPA's needs today, tomorrow, and beyond.

You won't be forced to fit into a box or a pre-configured solution; instead, we create a framework without fixed walls to allow for full transparency and flexibility that allows you to build solutions around your specific benefits strategies.

Our People, Your Team

We hire the best individuals in the benefits industry and reinforce a teamwork mindset through our award-winning training program. Each employee is focused on NCPA's success, which includes your satisfaction of both our customer service and product. This alignment and focus on mutual success contribute to our industry-leading employee and client retention rates.

Commitment to Quality

Businessolver is committed to quality, a major driver of your success and ours. In 2016, we began our journey to become the only benefits administration technology company to pursue the Malcolm Baldrige National Quality award, most recently achieving Gold Level recognition in 2020. We are constantly monitoring, managing, and measuring the quality of our delivery. Our procedures include 7,400 critical-to-quality checks on data and processes weekly, root-cause analysis of any quality escapes, and manual process automation wherever possible. Our emphasis on quality is pervasive; it impacts how we staff teams, report on daily activity, and track client satisfaction. From implementation to ongoing operations, we are staffed for success.

Our investment in quality means your team spends less time checking our work and more time on proactive initiatives. For your members, it means getting their prescriptions on time, seeing the correct payroll deductions, and having a great customer experience in each interaction with our team and technology.

Creating a Path Forward

Businessolver is committed to being a flexible, valuable, and reliable long-term partner to support NCPA's evolving benefits needs. Our system and service are unmatched in stability, personalization, and innovation. NCPA's experience is a priority.

We know your members and the communities you serve are important to you, and we are focused on bringing NCPA the best benefits technology solution and service so you can continue serving your customers at the highest level. We look forward to being your partner and are ready to collaborate to deliver on your goals now and into the future.

On behalf of our team at Businessolver, we want to thank you for the opportunity to identify and engage with a partner that understands the unique complexities within the Government Sector landscape. We are confident that partnering with Businessolver will provide you with the best technology and service for years to come.

"We're here for you every step of the way, leading you to your ultimate benefits vision."



Best Regards,
Jon Shanahan
President & CEO
Businessolver.com, Inc. (DBA: Businessolver)

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

- Proposal should address the following warranty information:
 - 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

Businessolver does not make any express or implied representations or warranties to customer regarding its services (including implied warranties to customer regarding its services (including implied representations or warranties of merchantability, non-infringement or fitness for a particular purpose) or regarding the products which may be offered over customer's website or web pages or that customer's website or web pages shall be uninterrupted or error-free. Further, noting in this agreement nor the performance of services by Businessolver shall supersede any carrier plans provided by the customer nor shall Businessolver assume any responsibility or liability relating to any carrier act or omissions.

- Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
- Construction

- Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety

- Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

- Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

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.

Businesssolver shall indemnify, defend and hold Customer (and its agents, employees, shareholders and owners) harmless from any and all liabilities, claims, penalties, damages, suits, and the costs and expenses incident thereto (including the costs and expenses of defense, settlement and attorneys' fees), specifically arising out of the actions of Businesssolver or its subcontractors for all patent, copyright, or trademark infringement or any other intellectual property claims associated with any Services provided to Customer through Benefitsolver.com®. Businesssolver shall be relieved of its obligations under this Section if any of the above actions arise out of Customer's action, inaction or direction. Any claim or potential claim presented to Businesssolver by Customer under the terms of this Indemnification and Hold Harmless Section must be tendered, in writing, to Businesssolver with a formal request to defend and indemnify Customer within fifteen (15) days after Customer receives such demand, complaint, notice or summons, provided Businesssolver shall be relieved of its obligations under this Section if materially prejudiced by any delay in tendering such request. At Customer's sole discretion and option, but with no obligation to do so, Customer may itself undertake the defense, litigation, settlement or satisfaction of any such claim, reserving its right to seek indemnification against Businesssolver, provided that Customer shall not settle any claim without Businesssolver's prior written consent. It's the express intent of this paragraph that Businesssolver will protect, defend and indemnify Customer for claims arising out of this Section.

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 and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; **pandemics**; 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.

Termination

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect ~~30~~ 180 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.

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 Businessolver

Address 1025 Ashworth Road

City/State/Zip West Des Moines, Iowa 50265

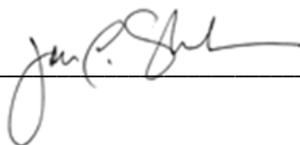
Telephone No. 888-460-9625

Fax No. 515-273-1441

Email address jshanahan@businessolver.com

Printed name Jon Shanahan

Position with company President & CEO

Authorized signature 

Tab 2 - NCPA Administration Agreement

This Administration Agreement is made as of April 19, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and Businessolver("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated April 19, 2022, referenced as Contract Number 14-07, 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 Administrative Management 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 month Vendor shall report to NCPA the billable lives and corresponding PEPM (Per Employee/Per Month) and PPPE (Per Participant/Per Event) fees due and payable by each end-user client for the Services provided by Vendor (collectively "Monthly Fees"). (This amount shall exclude all pass through costs, such as postage, third-party access fees, etc.). 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 name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- ~~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, the other party, provided, however, that the Vendor assigning party 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:

Vendor: Businessolver

Name: Matthew Mackel

Name: Jon Shanahan

Title: Director, Business Development

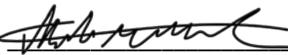
Title: President & CEO

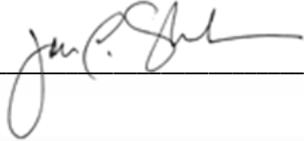
Address: PO Box 701273

Address: 1025 Ashworth Rd

Houston, TX 77270

West Des Moines, Iowa 50625

Signature: 

Signature: 

Date: April 19, 2022

Date: March 24, 2022

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.

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

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

- Kentucky
- Louisiana
- Maine
- Oregon
- Pennsylvania
- Rhode Island

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

- American Samoa
- Federated States of Micronesia
- Guam
- Midway Islands
- Northern Mariana Islands
- Puerto Rico
- U.S. Virgin 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
 - Historically Underutilized Business
 - Respondent Certifies that this firm is a HUB

Residency

- Responding Company's principal place of business is in the city of West Des Moines, State of Iowa.

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:
 - Manufacturer Direct
 - Certified education/government reseller
 - Authorized Distributor
 - Manufacturer marketing through reseller
 - Value-added reseller
 - Other:

Processing Information

- Provide company contact information for the following:
 - Sales Reports / Accounts Payable
Contact Person: Accounts Payable
Title: Accounts Payable
Company: Businessolver
Address: PO Box 65336
City: West Des Moines
State: Iowa
Zip: 50265
Phone: 888-460-9625
Email: accountspayable@businessolver.com
 - Purchase Orders
Contact Person: Jeff Mortland
Title: Senior Vice President
Company: Businessolver
Address: 1025 Ashworth Road
City: West Des Moines
State: Iowa
Zip: 50265
Phone: 704.488.5835
Email: rjames@businessolver.com
 - Sales and Marketing
Contact Person: Jeff Mortland
Title: Senior Vice President
Company: Businessolver
Address: 1025 Ashworth Road
City: West Des Moines
State: Iowa
Zip: 50265
Phone: 7043488.5835
Email: jmortland@businessolver.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

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 Yes No

Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4- Vendor Profile

Please provide the following information about your company:

- **Company's official registered name.**

Businessolver.com, Inc. (DBA: Businessolver)

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

Businessolver is a benefits technology company with a highly configurable, secure SaaS-based platform and a culture of high-touch service. Founded in 1998 by HR professionals, Businessolver combines market-changing benefits technology with intrinsic client responsiveness to deliver an easy-to-use system that will appeal to you and engage your members. We create technology that reinvents benefits, transforming annual enrollment from a once-a-year event into a personalized journey.

Businessolver was founded in 1998 by experienced HR and insurance professionals, passionate about providing a more efficient and effective environment for large employers and their members to facilitate health and welfare benefits. After assessing the waste, inefficiencies, and inaccuracies produced by paper-based benefits systems, Businessolver expanded our online services to include the web-based benefits platform—Benefitsolver—which launched in 2000. Today, Businessolver has a reputation for being the most-trusted benefits administration company in the industry, with a relentless focus on innovation and thought leadership.

With our founding roots in insurance, technology, and benefits consulting, Businessolver has a strong footing to deliver a consultative approach and highly efficient, effective online enrollment and administration capabilities. In turn, clients enjoy cost savings, greater member satisfaction, and more strategic human resource deployment.

Today, over 700 employer groups encompassing nearly 14 million members have turned to Businessolver to consolidate their enrollment process and simplify benefits administration through our fully integrated services. We serve clients across the United States and Canada in a variety of industries including energy, retail, hospitality, manufacturing, technology, banking, education, and state government.

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

Businessolver's D&B number is 048411388; however, Businessolver does not provide financial information to Dun and Bradstreet.

Businessolver is a privately-held company and is profitable, stable, and well-financed. As a privately-held company, Businessolver does not distribute financial statements with RFP responses; however, at NCPA's request, we can make Businessolver's CFO available for a discussion of our financial position and viability as well as provide agreed-upon financial information, which may also include financial statements. Additionally, Businessolver can

confirm that an unqualified (clean) opinion is issued annually by Deloitte. Please see **Attachment-B CONFIDENTIAL Businessolver Financial Stability** for more details.

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

Businessolver's mission of Client Delight begins with aligning the right resources to support you. We know each client is unique with different needs, focuses, and goals, so we carefully select a complete support team—which includes a single point of contact—prior to the onboarding process to manage your account ongoing. You don't have to acquaint yourself with a new team after onboarding, and you won't need to re-explain your business requirements and needs. Please see **Attachment-C** for a copy of our Organizational Chart and **Attachment-D** for an overview of the Roles and Responsibilities.

- **Corporate office location.**
 - **List the number of sales and services offices for states being bid in solicitation.**
 - **List the names of key contacts at each with title, address, phone and e-mail address.**

Businessolver is headquartered in West Des Moines, We also have offices in the following locations:

 - Denver, Colorado
 - Charlotte, North Carolina
 - Louisville, Kentucky
 - Dallas, Texas

Whenever possible, we choose client resources in convenient geographic locations. This helps align the working hours for each party and facilitates onsite meetings as well; however, all employees are currently home shore due to the COVID-19 pandemic; we foresee this continuing as a result of our new Workspace Anywhere policy, which allows Solvers who do not require onsite resources to work in the location that best suits them.

Your Key Contact will be:
Jeff Mortland
1025 Ashworth Rd. Suite 101
West Des Moines, IA 50265
704.488.5835
jmortland@businessolver.com

- **Define your standard terms of payment.**
- **Who is your competition in the marketplace?**

Businessolver's standard payment terms are net 30 days.

We consider our primary competitors to be Empyrean, Benefitfocus and ERP solutions such as Lawson, Oracle, and Peoplesoft.

- **What differentiates your company from competitors?**

At Businessolver, we are focused on unlocking an organization's maximum potential. We leverage technology to empower members to select and activate best-fit plans and programs and provide employers real-time data and insights to optimize efficiency, manage costs, and ensure compliance.

Businessolver provides differentiated services that drive:

- HR efficiency and risk mitigation
- Member engagement and productivity
- Healthcare cost and trend management

We look forward to reviewing our strengths and differentiators with you in more detail and demonstrating the value we bring in unlocking your organization's potential.

HR Efficiency and Risk Mitigation

HR efficiency is often the first area of focus for an organization when considering a benefits administration platform. With internal resources stretched thin, HR professionals are seeking solutions that enable them to focus their time and energy on strategic initiatives, rather than transactions. Businessolver is unique in our ability to drive efficiencies through:

- **Single-source Software as a Service (SaaS):** Managing third-party vendors is time consuming for HR, legal, finance, and IT. Working with Businessolver, you will have a single platform to administer benefits. Dependent verification, ACA reporting, COBRA,

and consumer accounts (FSA, HRA, HSA, etc.) are administered from the same platform. Benefitsolver is also the single source of the omni-channel member engagement tools. This reduces the time you spend managing multiple vendors and the risks involved in requiring data transfers across multiple platforms or partners.

- **Automation:** Benefitsolver is on the forefront of automating manual processes or those too daunting to attempt, including ongoing dependent verification, closed-loop payroll, claim substantiation for account reimbursements, and more. By automating these processes and leveraging the latest in data movement and API technology, we have mitigated the risk of variability in the application of policies and reduced resources required to reviewing and reconciling cases. We have saved our clients' money by ensuring only eligible individuals are on the plan and are paying their appropriate deductions.
- **Innovation:** As a SaaS-based organization, Businessolver takes pride in the adoption of innovation across our client base. We do not code our system uniquely for each client; rather, we configure each client in our system, so you will not be required to pay for a system upgrade to be on the "next version" of our platform. Businessolver provides weekly internal product release updates. Some changes are expected, like updating the system due to regulatory changes. Other updates are to improve the member experience, like converting all system-level communications from RTF to HTML or using Sofia, our AI virtual assistant, on the phone and web to make resetting a password easier for the member (while just as secure). These examples are from one week of updates alone. The adoption of these innovations is at no cost to you, so you gain the efficiencies of the enhancements without incurring a change order fee.

Member Engagement and Productivity

According to one study by the Workplace Research Foundation, simply raising member engagement investments by 10% can increase an organization's profits by \$2,400 per member, per year. This is just one example that shows it is worth your time to develop strategies to raise your members' productivity.

- **Year-round Personalized Navigation:** Our data-agnostic, omni-channel communication tools put year-round engagement into the programs and resources clients make available, driving higher ROI for employer investments. We have many pre-configured Activation Paths to support non-electable employer resources that often go underutilized such as employee assistance programs, telemedicine, or provider guidance tools. We promote these services based upon indicative data to improve awareness at the right time. This is accomplished through our AI virtual assistant (Sofia), conversational flow, Action Manager messages (text and email), and promotion of the most relevant programs and resources based on personalized information in Benefitsolver and the MyChoice Mobile App. For example, if a member interacts with Benefitsolver to enroll a new baby, we can provide additional information in the conversational flow with Sofia or proactively push messaging regarding other available programs such as back-up daycare or breast milk shipping services. Personalized Navigation is a high priority to us, as we understand members are often unaware of available resources or employers don't achieve the expected ROI of the programs offered. Engaging members through a predictive experience where needs are

anticipated, we expect increased engagement, improved ROI of third-party resources, and lower healthcare costs for clients, members, and families.

- **24/7 Support:** We live in a world where data is everything and is exponentially increasing. We understand the importance of a simple yet elegant consumer experience that keeps pace with technology and the way individuals desire to interact with those technological advancements. Users expect instantaneous on-demand access, especially on mobile devices. Providing this access to benefits and overall total rewards saves everyone time and money. For those organizations who currently rely heavily on manual processes or legacy systems, immediate efficiencies are gained by enabling members to access the right information at the right time. This reduces benefit-related calls to HR, enables a shortened enrollment period, reduces paper waste, and increases member engagement and perceived value of total reward offerings.

Healthcare Cost and Trend Management

Healthcare is typically one of the most expensive benefits for employers to provide, constituting 8.3% of total compensation for civilian workers in March 2019. In addition to the information at the right time, we also support the right care at the right place, helping members in the benefits selection process and activating them into the underlying plans and programs you make available.

- **Best-fit Benefit Selection:** Members value having choice, yet are often ill-equipped to choose the best-fit health plan for their emotional, financial, and health needs. In addition to nudging members into available resources during the year through our Activation Paths, we also offer the MyChoice Recommendation Engine. We designed this tool to assess each member's physical, emotional, and financial health to create a personalized benefits recommendation that considers the employer's full suite of offerings. Aligning plan selection with member needs reduces over-insuring and results in plan savings.
- **Supporting Benefit-ineligible or Inactive Populations:** The MyChoice Market was created to help individuals not eligible for group coverage find affordable coverage when they need it, including part-time, gig, offboarded, or retired populations. Fully integrated into Benefitsolver, the MyChoice Market offers accessibility to affordable coverage options across medical, dental, vision, and more. This can provide substantial benefit to creating sustainability with your plans, stability in your workforce, and a direct reduction to your COBRA expense.
- **Alternative Funding Arrangements and Strategic Relationships:** Businessolver wants to help you get the most out of your investment in benefits, including the use of alternative funding and commissions. To this end, we can assist in cost reduction of administration fees by accepting commissions from a broker or consultant or becoming the broker of record directly through our Benefits Innovation Group. Additionally, we can leverage our strategic relationships in the areas of voluntary benefits and well-being that offer deeper integration for an improved member experience, plan designs, and competitive pricing.

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

As the incumbent, Businessolver will continue to market NCPA as part of our daily sales strategy. We have created a vertical approach to working in the government and education space which affords us the opportunity to utilize designated resources to pursue these types of opportunities. We understand the importance of public entities wanting to leverage what other public organizations have done. We believe by continuing our agreement with NCPA, Businessolver will continue to expand the services we offer to many public organizations via multiple channels including reseller partnerships, consulting partners, and selling directly via our salesforce.

- **Describe how you intend to introduce NCPA to your company.**

Businessolver's Vice President of Sales for Public Sector, Ryan James, has extensive experience working with other cooperative purchasing contracts and intends to drive sales directly through the use of NCPA's contract. The strategy of our business is to partner with leading consulting and brokerage firms to drive awareness to the market to continue expanding Businessolver's services.

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

Businessolver's online benefits enrollment software, Benefitsolver, delivers a SaaS-based benefits administration solution that streamlines the benefits administration process for your administrators and provides an engaging experience for your employees. The Benefitsolver employee experience is a user-friendly, step-by-step process that allows members to work through the process effortlessly. Benefitsolver is rules-based and will not allow members to view or elect anything for which they aren't eligible or move forward without fully and properly completing each step. All product offerings are administered from our single-source platform.

Here's a glimpse at what a Benefitsolver experience looks like for employees:

- All benefits information in one centralized location—members can view, download, and print benefits documentation, view plan details, locate carrier contact information, view benefits messaging, and more (the system is available 24/7)
- Easily enroll, view, and change elections for all benefits online or by calling our service center
- Evaluate best-fit coverage using dynamic recommendation tools
- Remain engaged in benefits year-round through personalized, relevant, and timely communication
- View payroll deductions during enrollment to determine impact of elections
- View/add/change dependent information and/or beneficiaries
- Initiate benefit change(s) based on life or work event using self-service
- Upload documentation, such as any documentation required for dependent verification services
- Access benefits information anytime, anywhere using the MyChoice Mobile App

Benefitsolver also offers a powerful and intuitive experience for your administrators. Processes are streamlined with step-by-step wizards and easy-to-use dashboard views. Full transparency ensures clients can easily monitor their members and data while knowing Businessolver is caring for both. Businessolver also provides multiple levels of support if administrators have issues using Benefitsolver, including a built-in help feature, ongoing training sessions, and live support from your Businessolver support team.

Here's what a Benefitsolver experience looks like for your administrators:

- Transparent insights into member data, enrollments, import/exports files, and all system activity at any time
- Configure communications to elevate benefits engagement throughout the year
- Generate or create reports on demand with real-time data
- View and manage cases, including approvals
- View your import, export, and payroll dashboards (which are monitored your Businessolver support team)
- Prevent premium leakage through closed loop payroll
- Measure ACA and apply eligibility at the member level
- Create your member home page with your company logo and personality for a custom look and feel
- Access detailed member records, including a full history of every transaction on each Benefitsolver record

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

Businessolver's service center is located in-house, with Member Advocates at our company headquarters in West Des Moines, Iowa, and at our offices in Denver, Charlotte, and Dallas; however, all Member Advocates are currently home shored due to the COVID-19 pandemic. We foresee this approach continuing as a result of our new Workspace Anywhere policy, which allows Solvers who do not require onsite resources to work in the location that best suits them.

Member support via phone and chat with a live Member Advocate is available 7 am-7 pm CT, Monday-Friday. In addition, Businessolver offers expanded phone and live chat hours for member support during the fall annual enrollment season. These expanded hours are typically from 7 am-8 pm CT, Monday-Friday.

Within Benefitsolver, members can click the Sofia icon to connect to our AI personal benefits assistant, Sofia. Once the member clicks Sofia, a chat window appears and Sofia greets the member, prompting them to type or say their question. Based on the member profile and client tailoring, Sofia is able to push relevant content to the member like commonly asked questions, action prompts (like it's time for enrollment) and specific client targeting messaging. Sofia uses machine learning and natural language processing to answer members' questions. If she is unable to help, the chat will be automatically routed to an available Member Advocate in our service center who has been skilled to support chat interactions. Member Advocates will respond with a greeting of your choice.

Additionally, Your Businessolver support team is available via phone or email from 8 am-5 pm CT, Monday-Friday.

We pride ourselves on being at the right place, at the right time, with the right answer for our clients and their members regardless of the hour or the day. You have our commitment that your team members will flex as needed, beyond core hours, to ensure we meet your needs and those of your members.

- **How often is your system upgraded? Are new releases provided to client at no additional cost?**

Benefitsolver is updated through regularly scheduled, bi-weekly, enhancements rather than large system upgrades or new version releases. These enhancements are released through a controlled migration from Development to Quality Assurance, to Stage, then Production. Global system upgrades and updates are included at no extra charge.

- **Are all customers on the most current release of your platform?**

Yes.

- **What was the up-time of the application (not including maintenance) during the last three years?**

The Benefitsolver system has a guaranteed 99.5% system availability; however, Businessolver has exceeded the guaranteed system availability consistently in the past three years.

- **Have you ever had a breach of your systems? If so, please describe the breach and the remediation steps taken.**

Businessolver has never experienced a security or data breach.

- **Green Initiatives (if applicable)**

- **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.**

Businessolver understands the importance of environmental responsibility. We are mindful of our environmental footprint and, as a technology company, we help our clients reduce their own environmental footprints daily. Our environmental goals are focused in the following areas:

Reduce Paper Waste

Businessolver's greatest environmental impact for our clients is the reduction of paper-based processes for benefits administration. We recognize the waste that comes from paper-based systems (enrollment forms, EOI forms, beneficiary forms, etc.), and we can

significantly reduce this waste by providing companies and members a greener option. As Benefitsolver is web-based, clients can digitally manage the benefits process, including providing communications.

Most of our clients use Benefitsolver as their core tool for communicating benefits, wellness, and health information to their members. Benefitsolver's configurable views and built-in filtering allow robust and targeted communications, becoming the "communications hub" for all things benefits. Many clients that come to Businessolver can also significantly reduce the number of communications they previously sent via hard copy to members. One of our clients had an internal initiative to eliminate paper from their benefits process. As a result of communicating through the platform itself, this client saved tens of thousands of dollars on traditional printed fulfillment. Their HR administrators appreciated the transparency of communication and the added resource of documents posted automatically to member records.

Reduce Hardware and Consumable Requirements

As Businessolver's platform is web-based, hardware and consumable requirements are minimal. In addition, any hardware that is no longer used at our company is recycled, apart from the hard drives which are sunset and destroyed in accordance with NIST data destruction standards for security purposes.

Reduce Internal Waste

Businessolver takes numerous actions as an organization to limit our carbon footprint. Recycling areas for papers, cans, etc. are provided throughout our company. Within our offices, conference rooms are fully equipped for video conferencing to reduce the need for travel; meetings, training, etc. can all be completed virtually.

- **Anti-Discrimination Policy (if applicable)**

- **Describe your organizations' anti-discrimination policy.**

Businessolver's diversity, equity, and inclusion (DEI) strategy transcends beyond a statement. It goes without saying that Businessolver is an equal opportunity employer. We ensure employment and advancement opportunities are made available to all employees (Solvers) and applicants on the basis of individual qualifications, without unlawful regard to race, religion, color, national origin, disability, age, sex, or any other classification protected by federal, state, or local laws.

Our commitment to DEI is embedded within our People strategic objective—PEOPLE: Cultivate an inclusive, high-performing team and culture of accountability in delivering the customer experience. Businessolver partnered with Holistic, an organization "designed to assist companies in building diverse, inclusive, vibrant workforces by using data and analysis to attract, retain, and motivate top talent." Holistic assisted Businessolver in developing the following annual and multi-year goals:

- Increase representational diversity across each key demographic group by 50%, proportionally, by the end of 2022. Each department has a supporting goal specific to them to ultimately reach the company goal.

- Continue to reflect at least 50% of the organization represented by those who identify as female. Each department has a supporting goal specific to them to ultimately sustain the company goal.
- **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.**

Not applicable.

Tab 5 - Products and Services

- Respondent shall perform and provide Health and Welfare benefits administration 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) Administrative Management Solutions categories. List all categories along with manufacturer that you are responding with:
 - Online Registration and Enrollment
 - ACA Compliance Services
 - Artificial Intelligence
 - Benefits Activation and Recommendation Support
 - Carrier Billing/Financial Reporting
 - COBRA Administration
 - Communications including automated system generated materials, communications consulting and design and fulfillment services
 - Consumer Accounts Administration
 - Dependent and Life Event Verification
 - Direct Billing
 - Payroll Reporting, including closed-loop payroll
 - Retiree Administration
 - Service Center
 - Text Messaging
 - Total Rewards
 - Plan Sponsor tools including self-service reporting tools, dashboards and analytics, access to case management tool (including real-time access to recorded calls/chats/AI interactions)
 - Single-Source SaaS Solution (preferred)

Businessolver provides administration services for all of the aforementioned categories. We also offer fulfillment and condolence administration.

- Respondent shall perform and maintain the following:
 - Annual SSAE 18 SOC 1
 - Annual SSAE 18 SOC 2
 - Annual SSAE 18 SOC 2
 - Quarterly application vulnerability scan
 - HIPAA/HITECH compliance
 - HITRUST certified

Confirmed. Businessolver maintains the highest level of security.

Tab 7- Pricing

- **Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.**
- **Price lists must contain the following:**
 - **Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).**
 - **Description**
 - **Vendor's List Price**
 - **Percent Discount to NCPA participating entities**
- **Not To Exceed Pricing**
 - **NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.**
 - **The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.**
 - **NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.**

Businessolver has attached our Services Proposal, which details our associated pricing, within our electronic response.

Tab 8 - Value Added Products and Services

- **Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.**

Businessolver provides numerous value-add services to our clients at no additional charge. For example, Businessolver understands that your employees will have various levels of comfort in selecting their benefits. To address those variances, we have created multiple recommendation and educational tools, which are all included in our base fees. Businessolver also provides the Layout Manager at no additional cost. This tool provides your clients the ability to create a personalized communication strategy for their employees, as well as brand your site with company logos, color schemes, etc. Other communication tools that are included in our base fees include the Message Center and the Action Manager, which allow for both ad hoc and automated reminder communications. Other value-add services include:

- Survey capabilities through the Survey Manager
- Survey capabilities through our Service Center
- Custom report generation through the Build a Report feature
- Payroll Compare tool that provides you the ability to view any discrepancies and missed deductions and provides another level of transparency and accuracy in your payroll file
- Case Manager that provides complete case management and workflow capabilities
- Real-time access to all calls and chats through our service center

Using Benefitsolver's powerful set of existing tools combined with strategic partners, we are creating a holistic member journey from selection to activation of benefits through a partnership with Amino. Here's what our partnership provides:

- Mobile and desktop access to ensure members have the right information in the right place
- Decision support to connect members to the right benefits
- A communication framework built on data that pushes information at the right the time
- AI support to navigate members to their benefits and programs, to seek the right care at the right value

Businessolver's **MyChoice Find a Provider** tool is powered by Amino. MyChoice Find a Provider goes well beyond identifying network status of a provider and allows members to find and book high-quality, low-cost care quickly and easily.

Through **Personalized Navigation**, we are turning members into consumers of their benefits. These powerful tools, backed by data that is inherent to Benefitsolver, allow us to push information to members at the right time, empowering them to act on benefits they may not have realized they had. Sofia can also be a consistent voice for any and all API-enabled

virtual assistants or data sets. For example, working with Amino and leveraging their data set and API experience, Sofia will be enabled to serve up Smart Match providers and initiate scheduling a provider visit. The evolution of personalized navigation will continue to align to the rise of digital engagement. Additional fees may apply to this service.

MyChoice Accounts is our integrated our consumer accounts solution. Due to our unified and fully integrated solution, members will access their accounts, forms, and plan documentation directly within the Benefitsolver platform. The experience ensures your employees access their FSA information, including the ability to view balances and submit claims, directly within MyChoice Accounts.

Our extensive benefit experience has allowed us to identify critical pain points in data, timing, and security issues that often plague FSAs, HRAs, HSAs, and commuter benefits. We built our system from the ground up to address exactly what employers and members need—simple access to funds and information, secure data exchange, and transparent and swift issue resolution. Additional fees may apply for these services.

Here's what MyChoice Accounts can do for your clients.

- **Engage Your Workforce:** Year-round engagement resulting in increased participation, contributions, and understanding as well as more informed healthcare purchasing and saving decisions
- **Reduce Headaches:** No more hassles from HSA openings with instantaneous CIP processing; simplified, accessible reporting; and transparent member care
- **Streamline Processes:** A streamlined enrollment and payroll deduction process with real-time accounting and information
- **Automate Workflows:** A bank-like experience with simplified funding and reconciliation through automated data exchange
- **Secure Member Data:** Improved data security as all data remains within the Benefitsolver platform
- **Integrated Vendor Experience:** HRIS or carrier integrations are fully supported in addition to a fully-integrated experience in Benefitsolver
- **Expert Solver Support:** Proactively monitoring file transmissions and errors, alongside our commitment to deliver delight

MyChoice Accounts also provides several efficiencies for members:

- **Engage and Educate:** Personalized system reminders to optimize account balances and MyChoice Recommendation Engine to guide enrollees
- **Simplify Spending:** One multi-purse payment card means members swipe to pay, and our system automatically deducts from the right account
- **Deliver Right Time, Right Place Benefits:** All member account details are in Benefitsolver, including real-time balance information
- **Provide Real-Time Guidance:** Support from Sofia, our personal benefits assistant, to understand and manage their account options
- **Pay Faster:** One-click claims submission and integrated technology equals swift reimbursement

- **Eliminate Confusion:** Manage enrollment, claims, and reimbursements through one online platform and app

In 2019, Businessolver created the **Pinnacle Partner Program** for our top voluntary carriers. These carriers have invested in a strategic partnership with Businessolver that focuses on all aspects of the business, including sales, operational efficiencies, quality technology, and solid integrations. These partners are an elite group of carriers Businessolver recommends for a best-in-class client experience and include the following:

- Aetna Voluntary Benefits
- Aflac
- Allstate Benefits
- Allstate Identity Protection
- Aura
- Cigna
- Lincoln Financial Group
- MetLife
- Pets Best
- Prudential
- Securian
- Sword Health
- The Hartford
- Transamerica
- Voya

Within Benefitsolver, members can click the Sofia icon to connect to our AI personal benefits assistant, **Sofia**. Once the member clicks Sofia, a chat window appears and Sofia greets the member, prompting them to type or say their question. Based on the member profile and client tailoring, Sofia is able to push relevant content to the member like commonly asked questions, action prompts (like it's time for enrollment) and specific client targeting messaging. Sofia uses machine learning and natural language processing to answer members' questions. If she is unable to help, the chat will be automatically routed to an available Member Advocate in our service center who has been skilled to support chat interactions. Member Advocates will respond with a greeting of your choice. Please see the following screenshot for an example of an interaction with Sofia.

benefitsolver

Home Message Center Help Reference Center Sofia Solver

Confidential Language English

Type Here to Search

28 Days Left

New Hire Enrollment

Continue

COMMON QUESTIONS BENEFIT SUMMARY ACTION NEEDED

Hello Sofia! I'm Sofia, your Personal Benefits Assistant.

A NOTE FROM YOUR COMPANY
Open enrollment is from September 21 through October 2, we are changing medical plans so you must re-enroll in your benefits this year to have coverage for 2021.

Hi Sofia, How long do I have to enroll?

Sofia at 14:58

Your **New Hire Enrollment** ends on 10/27/2020. You have 28 days left to enroll.

START NEW HIRE ENROLLMENT

ADDITIONAL RESOURCES

Sofia at 14:58 Was this helpful? Yes No

PLEASE TYPE OR SAY YOUR QUESTION

Send

my TOTAL REWARDS

SECURE, VIRTUAL DOCTOR APPOINTMENT

Hi, I'm Sofia

Tab 9 - Required Documents

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

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 \$250,000, 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.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(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)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(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.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions

(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.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(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.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(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).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(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.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(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.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
 - No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

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.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

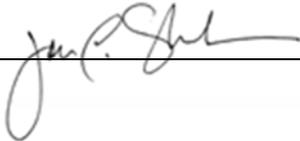
Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror: Businessolver

Address: 1025 Ashworth Rd. Suite 101

City, State, Zip: West Des Moines, Iowa 50265

Authorized Signature: 

Date: 3/23/2022

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 Businessolver

Print Name Jon Shanahan

Address 1025 Ashworth, Rd, Suite 101

City, State, Zip West, Des Moines, Iowa 50265

Authorized signature  _____

Date March 24, 2022

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

A handwritten signature in black ink, appearing to be "J. P. [unclear]", written over a horizontal line.

Date

March 24, 2022

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 Businessolver

Address 1025 Ashworth Road, Suite 101

City/State/Zip West Des Moines, Iowa 50265

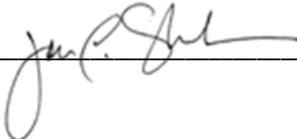
Telephone No. 888-460-9625

Fax No. 515-273-1441

Email address jshanahan@businessolver.com

Printed name Jon Shanahan

Position with company President & CEO

Authorized signature 

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>