

Request for Proposal (RFP) for Digital Healthcare Guidance – Surgical Consulting

Solicitation Number: 27-21

Publication Date: Tuesday, October 5th, 2021

Notice to Respondent:

Submittal Deadline: Thursday, November 18th, 2021 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, November 11th, 2021. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

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

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

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

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

Responses will remain sealed by our online Bonfire portal until the bid opening time specified.

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



Competitive Solicitation by
Region 14 Education Service Center

For

Digital Healthcare Guidance – Surgical Consulting
On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 27-21



National Cooperative Purchasing Alliance

Introduction / Scope

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

Instructions to Respondents

◆ Submission of Response

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

◆ Required Proposal Format

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

◆ Tabs

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

Tab 1 – Master Agreement General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

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

◆ Adding authorized distributors/dealers

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

◆ Pricing

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

◆ Warranty

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

◆ Indemnity

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

◆ Franchise Tax

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

◆ Supplemental Agreements

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

◆ Certificates of Insurance

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

◆ Legal Obligations

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

◆ Protest

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

◆ Force Majeure

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

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

◆ Prevailing Wage

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

◆ Miscellaneous

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

◆ Open Records Policy

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

Process

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

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
 - Provide both On-premise solutions as well as Cloud based solutions.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

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

Prices are guaranteed: **120 days**

Company name	Castlight Health
Address	150 Spear Street, Suite 400
City/State/Zip	San Francisco, CA 94105
Telephone No.	(415) 829-1400
Fax No.	N/A
Email address	info@castlighthealth.co
Printed name	Will Bondurant
Position with company	Chief Financial Officer
Authorized signature	<i>Will Bondurant</i> <small>Will Bondurant (Nov 18, 2021 09:35 PST)</small>

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 13, 2021, by and between National Cooperative Purchasing Alliance (“NCPA”) and Castlight Health (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 13, 2021, referenced as Contract Number 09-14, 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 Digital Healthcare Guidance – Surgical Consulting;

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

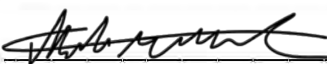
<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

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

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

◆ 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. *Signature based upon this change: shall be entitled to seek reasonable attorney's fees"*
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:	Vendor:
Name: <u>Matthew Mackel</u>	Name: <u>Castlight Health</u> <u>Alex Shvartsman</u>
Title: <u>Director, Business Development</u>	Title: <u>General Counsel</u>
Address: <u>PO Box 701273</u> <u>Houston, TX 77270</u>	Address: <u>150 Spear Street, Suite 400</u> <u>San Francisco, CA 94105</u>
Signature: <u></u>	Signature: <u> <small>Alex Shvartsman (Nov 18, 2021 11:30 PST)</small></u>
Date: <u>December 13, 2021</u>	Date: <u>November 18, 2021</u>

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 | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

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

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

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

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
- **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of San Francisco, State of California

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

- A publically held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Manufacturer Direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized Distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-added reseller | <input type="checkbox"/> Other: _____ |

◆ **Processing Information**

➤ Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: For all contacts listed, please go through Andrew Bove
Title: Sr. Director of Strategic Partnerships
Company: Castlight Health
Address: 150 Spear Street, Suite 400
City: San Francisco State: CA Zip: 94105
Phone: (610) 608-1462 Email: above@castlighthealth.com

- Purchase Orders

Contact Person: Please see above.
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

- Sales and Marketing

Contact Person: Please see above.
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

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

Castlight Health

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

Castlight Health was founded in 2008 by Todd Park, Bryan Roberts, and Giovanni Colella. Having spent their careers at the intersection of healthcare and technology, they sought to tackle one of America's fundamental problems - enterprise healthcare.

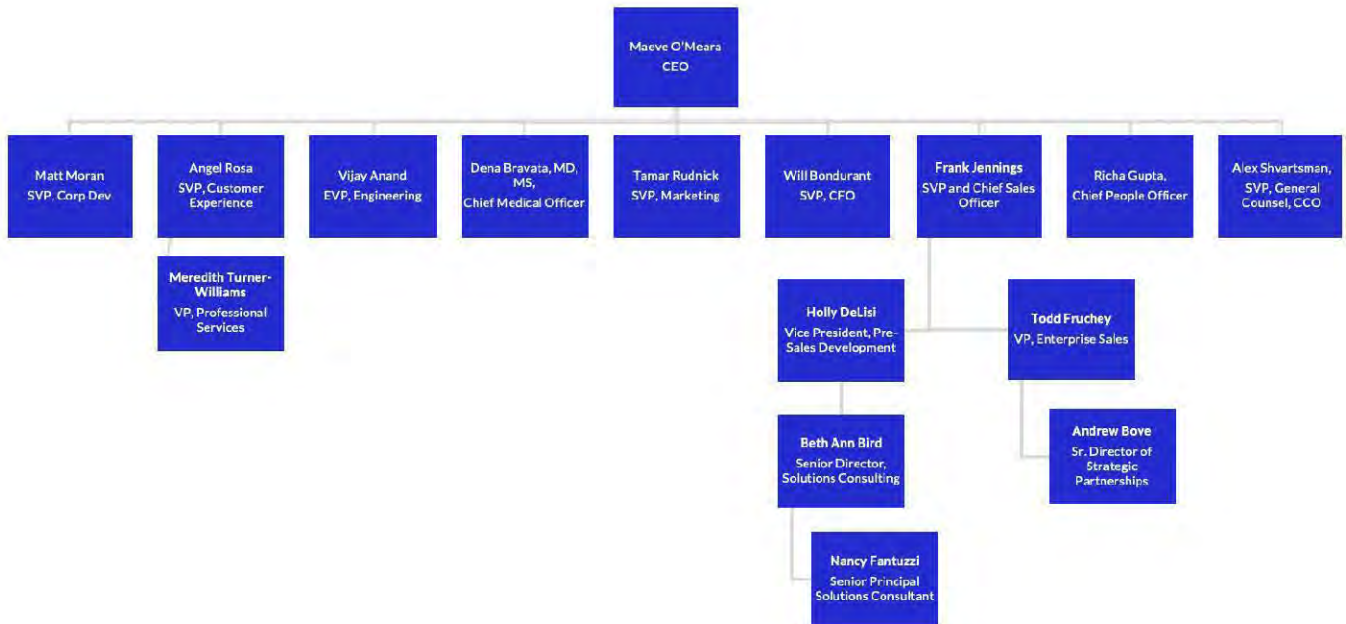
Castlight has provided healthcare solutions since our inception in 2008; our first commercial customer went live in 2010. Although Castlight has built its reputation as a leader in the healthcare transparency space and continues to offer an unparalleled set of solutions to facilitate value-based healthcare decision-making, our company has since evolved into the wellbeing space to offer the most comprehensive health benefits platform on the market today.

As of March 2014, Castlight is a publicly held company under the symbol CSLT. In 2017, Castlight announced the acquisition of Jiff, Inc. The merger is focused on providing an engaging and truly omni-channel end-to-end health member experience. The combination of these two solutions seeks to improve every aspect of an employee's health experience and offer the most comprehensive health benefits platform in the industry. Today, 12 years in, Castlight serves more than 250 customers of all sizes across 25 industries, including more than 70 Fortune 500 companies, engaging employees to make better healthcare decisions and enabling benefit leaders to communicate and measure their programs.

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

96-329-2318

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



- ◆ Corporate office location.

150 Spear Street, Suite 400
 San Francisco, CA
 United States, 94105

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

Castlight Health Headquarters (above).

Castlight Health Customer Center of Excellence
 100 W Towne Ridge Parkway
 Suite 200
 Sandy, UT 84070

Castlight Health Silicon Valley
 640 W California Avenue
 Suite 200
 Sunnyvale, CA 94086

- ▶ List the names of key contacts at each with title, address, phone and e-mail address.

Your key contact is:

Name: **Andrew Bove**

Title: **Sr. Director of Strategic Partnerships**

Address: **Castlight Health Headquarters**

150 Spear Street, Suite 400

San Francisco, CA 94105

Phone: **M (610) 608-1462**

E-mail: **above@castlighthealth.com**

- ◆ Define your standard terms of payment.

Castlight's standard payment terms are net 30, but we can accept net 45.

Castlight prefers to invoice subscription fees Annual in Advance but can also invoice quarterly or monthly.

Our service is a SaaS/subscription offering. There will be a single invoice for each subscription invoice, with line items as applicable for each product.

There are typically no fees for salaries/benefits/bonus, contracted services. There may be pass-through expenses for data fees from third party healthcare providers and/or third party SaaS point solutions which we refer to as Platform Service Providers (PSPs).

There are no discounts, and specifically no early payment discounts.

- ◆ Who is your competition in the marketplace?

Castlight has the unique position of providing a complete platform over 4 areas of competition: Wellbeing, Transparency, Navigation, and personalization. Each of these areas contain a different set of competitors. For instance in Wellbeing, we compete with companies like Virgin Pulse and Sharecare, but neither of these have their own transparency tools.

In Transparency, we compete with organizations like Health Care Blue Book, but they do not have their own Wellbeing solution. It's Castlight's belief to engage each client group's entire population and truly drive down costs and improve health.

All of these 4 pieces need to be in place. Castlight's ability to deliver all 4 in a completely integrated fashion from a single vendor is truly unique.

◆ What differentiates your company from competitors?

Castlight is on a mission to make it as easy as humanly possible to navigate healthcare and live happier, healthier, more productive lives. Our comprehensive health navigation platform guides users to their best available healthcare resources, resulting in lower healthcare costs, higher engagement, and improved outcomes. Through our unique combination of hundreds of health data integrations and machine learning that leverages its data to personalize the user experience, Castlight simplifies healthcare for 20 million users.

We are uniquely focused on transforming the employee benefits experience with a deeply personalized, yet simple, guided experience. Saving money, leading to better health outcomes and promoting healthier happier lives.

At our core, Castlight is a Digital Navigation Platform -- a one-stop shop for health and benefits information with targeted, personalized messaging. Our health navigation platform connects with hundreds of health vendors, benefits resources, and plan designs, giving rise to the world's first comprehensive app for all health needs. Castlight provides one integrated platform for a customer's benefit programs and health and wellness offerings. Our personalized health benefits platform offers a seamless connection to health and wellness programs for employees, making it simple and convenient to get the most value out of their benefit offerings. In this way, Castlight becomes much more than simply a wellbeing tool but also a powerful platform and application to drive engagement and adoption of other relevant programs and resources.

Differentiators:

Personalization – Castlight's multi-tenant architecture enables our solution to promote customer-specific programs and tailor to customer-specific requirements. Individual personalization is provided at login to understand who the employee is, their location, plan

design, healthcare spend to date, HSA, etc. delivering a personalized list of results helping them become healthcare consumers.

With Castlight Genius, our personalization engine that leverages predictive algorithms from a number of data points, including health program data, user preferences, behaviors, employer data, claims data, and more, Castlight can determine which employees are a better fit for which types of programs and then target the outreach specifically to the intended population. Castlight Genius delivers personalized recommendations suggesting the resources they need when they need them, including second opinion vendors, behavioral health services, and advocacy services. We guide employees to a variety of actions, such as finding care, engage in coaching, starting a specific program, or pointing them to relevant educational content.

Pace of Innovation - We are a dedicated consumer technology company, not a health plan, with a team of over 125 developers, engineers, and product management professionals working on our platform and a Clinical Advisory Board of more than 50 clinicians, we can bring new products to market and improve existing products at an unprecedented rate. This significant R&D investment results in actionable analytics, robust reporting infrastructure, behavioral health solutions and more. Our breadth of customers means that we are constantly listening to and getting ideas from the many of the leading employers in the country.

Results & Engagement Expertise - Solutions truly don't matter if employees do not use them. We have a team of User Growth Experts who are singularly focused on driving employee engagement in healthcare decisions and healthcare consumerism. They have successfully worked with employers of all sizes, industries, and employee demographics and have established themselves as the leading engagement thought leaders in the industry, delivering proven results certified by Milliman and JAMA.

Unified Mission Control (UMC) - UMC is an integrated reporting and administration portal providing in-depth insights across the platform. UMC puts the benefit leader in control, allowing them to seamlessly administer health and wellbeing benefits for employees across the globe, gain meaningful insights on employee engagement, and segment employees (e.g., by state) to offer a uniquely customized experience.

Value of Investment: Castlight has partnered with Cotiviti/Verscend Technologies Inc., a leading healthcare data analytics firm, to apply its industry-standard risk-adjustment models to analyze cost savings based on employee healthcare claims data. The Verscend's DxCG model is used by the nation's largest health insurers, commercial and Medicare Accountable Care Organizations, and reinsurance companies, and have been documented as top performers by the Society of Actuaries.

The study finds that in 2017 alone, Castlight Care Guidance customers saved a combined \$286 million dollars with an average of 1.25 percent to 1.75 percent reduction in medical cost trend. As a leading digital health navigation platform, Castlight guarantees quantifiable return on investment with its Care Guidance and Complete solutions. We would be willing

to discuss a ROI guarantee when we understand the incentive, communications and launch strategies as these affect adoption and return rates. We can make specific recommendations to meet specific usage and return usage goals.

In addition, impact of Castlight's Navigation Solution on Healthcare Costs Study results from 2018 to 2019 conducted by Santa Barbara Actuaries (SBA), an independent research and consulting firm, found that: Financial savings created by the Castlight intervention for Castlight users in 2019 - an estimated medical allowed amount savings of \$21 PMPM/\$250 PMPY/\$627 PEPY or 5.5% of expected allowed medical costs; and a reduction in medical trend of 9.1% compared to the matched control.

Castlight has three pillars of VOI:

Direct Cost Savings

- Reduce medical costs through steerage

Program Engagement

- 2 - 3x impact on engagement of benefits programs

Employee Satisfaction

- Industry leading NPS in digital health

Based on Verscend's analysis, Castlight now offers a new fee option, which guarantees that employers see a return on their investment in Castlight's Care Guidance and Complete solutions. Terms differ based on product package, nature of the relationship, and other client specifics.

Check out what our customers are saying at: <https://www.castlighthealth.com/customers/>

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

Castlight will serve as a collaborative partner with NCPA's internal communications team and/or their external consulting partners to create custom communication materials. We will start by jointly developing a robust, data driven strategy that will combine Castlight best practices with NCPA's best preferences for channels, messaging, and engagement practices.

Our team is equipped to provide complete end-to-end communication services; however the specific division of communication responsibilities will be at NCPA's discretion.

Castlight offers a Communications Playbook of thousands best practice communications pieces (e.g., emails, talking points, FAQs, posters, postcards, newsletters, brochures, articles, training resources) that have been field tested and proven to be highly effective in helping better understand healthcare consumerism and piquing interest in contracts of this nature.

Castlight's product marketing and communication efforts are fresh, effective, and drive engagement. Customers receive a communications plan that coincides with the rollout of

the program, including standard marketing and communications materials, such as:

- Email Campaigns
- Castlight Program FAQ
- Print Materials

Depending on any of your partner's specific requirements, the program may include customized print and digital materials, videos, senior leadership sponsorship, and incentives, as well as detailed segmentation based on factors like age, gender, health care spend, salary, business function, and family status.

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

Castlight's Customer Success Team is committed to partnering with NCPA to introduce them to Castlight.

At the core of Castlight's relationship with NCPA is the Customer Success Manager (CSM), who serves as a single point of accountability and communication for the client relationship.

The Customer Success Manager leads the Castlight team, starting with the implementation kickoff, and is responsible for client success throughout the lifetime with Castlight. As the day-to-day contact, the CSM will bring best practices from our portfolio of clients, deep product expertise, and a robust toolkit to support his or her client.

Support and Service Overview

Castlight provides an unmatched personal level of support for our Clients, which includes: Ongoing consultative support focused on strategy, engagement, and growth delivered by your Customer Success Manager. The CSM meets at least monthly (often every other week) with the customer after launch and routinely 1) reviews reporting 2) makes recommendations re: engagement strategies and leveraging new product features 3) provides updates on product enhancement requests and open issues / projects.

- CSM is responsible for coordinating Castlight resources and driving the success of the customer relationship
- Onsite kick-off meeting, onsite working sessions during implementation, regular program review/planning workshops, led by the CSM
- Annual roadmap outlining program deliverables

Launch support

Best practices launch plan, campaign toolkits for launch and other key milestones, such as challenges, program launches, and open enrollment; Campaign toolkits can include email and print & digital assets and in-app content; leadership team communications, training for customer teams, and more.

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

Castlight’s health navigation platform connects your members with hundreds of health vendors, benefits resources, and plan designs. We guide individuals—based on their unique profile—to the best resources available to them, whether they are healthy, chronically ill, or actively seeking medical care.

We offer a complete health and wellness hub to help your members with Health Decision Support including provider searches and “true” cost estimates, Advanced Benefit Designs and Network Steerage, and more. We are not an ordering website with an online catalog. However, we offer digital appointment scheduling accessible through the integrated find care experience, and

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

One of the core offerings of the Castlight service is access to our Castlight Guides. Castlight Guides are a customer support team of highly trained healthcare consumerism experts who ensure users have the support they need to make the most of their Castlight experience. Castlight Guides are Castlight employees and perform a number of functions including some basic advocacy support.

Castlight works in collaboration with our customers in creating a customer specific knowledge base surrounding their organization’s benefits and support needs.

We accept incoming questions via phone, email, chat, and web browser support requests. Live Phone and secure Live chat-base support is available in English and Spanish between 8 AM – 9 PM PST M-F. Guides can also provide Language support for 170 languages through translator services.

Members can contact support 24/7 via email.

The following features are only included with Premium User Support:

- Live Phone and Live chat-base support 8 AM – 9 PM PST M-F
- Dedicated 1-800 number
- Language line support for 170 languages

For email and web-browser support requests, we target a turn-around time of 48 hours but, on average, respond in 12-24 hours. For phone and chat support, our goal is to answer 80% of support requests within 30 seconds, with an emphasis on first contact resolution. Average actual speed to answer: 16 Seconds, First Call actual resolution: 90%.

The Castlight Customer Center of Excellence is located in Salt Lake City, Utah.

Castlight Care Guides, available as an add-on, will be available Monday-Friday from 8:00am-9:00pm EST

◆ Green Initiatives

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

Our Commitment

As a company deeply committed to improving healthcare navigation and outcomes, Castlight recognizes its responsibility to create a positive impact on our communities and an inclusive workplace for our employees. Our values continue to drive our efforts towards inclusion, sustainability, and good governance, and remain focal to our operational success.

Our Values

Our core values reflect who we are today as well as the future we are building together. They serve not only to remind us of our mission, but help guide our day-to-day interactions and inform our decision making.

- One Team: We act from a place of respect and care for all and assume positive intent. We value communication and collaboration across teams. We consider how our actions impact others. We continue to build a diverse and inclusive community of Castlighters that energizes and inspires our work.
- On a Mission: We exist to transform healthcare by empowering individuals to live healthier, happier lives. We create innovative, data-driven solutions to improve the wellbeing and healthcare journey of our users, including our employees. We address complex problems with pride, empathy, drive, and ownership.
- Making Things Happen: We grow and adapt in partnership with our customers. We are nimble and take accountability for creating world-class experiences for our users.

Sustainability

Our commitment to corporate responsibility is also reflected in our efforts to maintain a low carbon footprint. This year, we began using the Sustainability Accounting Standards Board ("SASB") Sustainable Industry Classification System Standard for "Software and IT Services in the Technology and Communications Sector" to guide some of our disclosures. These SASB standards provide a helpful framework of "key sustainability metrics" that we

believe will help Castlight create long term value for our communities and stakeholders.

Our Offices: Our corporate headquarters are located at 150 Spear Street in San Francisco, California, where we currently occupy approximately 31,000 square feet for administration, sales and marketing, research and development, engineering, customer support, and professional services. In 2020, the building received Leadership in Energy and Environmental Design (“LEED”)

Platinum certification and, as part of the CleanPowerSF Super Green Program, receives 100% of its energy from renewable sources. It also diverts approximately 90% of its solid waste from landfills.

Our Customer Center for Excellence in Sandy, Utah, which supports our Customer Excellence team, occupies approximately 25,000 square feet of office space in an LEED Gold certified building.

The building is enrolled in the Rocky Mountain Power Blue Sky renewable energy program, the collective participants of which supported 1,268,586 megawatt-hours of renewable energy and reduced their combined carbon footprints by 956,341 tons of CO₂e.

Our Data Centers: We use the services of a geographically-dispersed, third-party data center vendor that is Bronze certified by EcoVadis, a provider of business corporate sustainability ratings, and reports its greenhouse gas emissions annually to the Carbon Disclosure Project. For information about EcoVadis’ sustainability ratings, please see www.ecovadis.com. For information about the Carbon Disclosure Project, please see www.cdp.net.

E-Waste Recycling and Disposal: We use a Responsible Recycling (R2)-certified vendor to process our obsolete technology equipment. We recycled 256 pounds of equipment in 2020 and 456 pounds of equipment in 2019. For information about R2 certification, please see <https://sustainableelectronics.org/r2/>.

- ◆ 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.

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CASTLIGHT HEALTH, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-EIGHTH DAY OF FEBRUARY, A.D. 2019.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "CASTLIGHT HEALTH, INC." WAS INCORPORATED ON THE THIRTY-FIRST DAY OF JANUARY, A.D. 2008.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



4497933 8300

SR# 20191616391

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 202349207

Date: 02-28-19

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Understood.

- ◆ The following is a list of suggested (but not limited to) Digital Healthcare Guidance - Pharmacy requirements. The successful respondent(s) will provide programs and services that include, but are not limited to the following:

- ▶ Provides transparency in pricing

Yes. Castlight has its roots in transparency and was at the forefront of bringing consumer-grade cost and quality information to the market to help employees and their families find high value care nearly 12 years ago. We have been the market leader ever since, with the most robust cost and quality information. Our success in the transparency space is the result of a couple of different core principles that we believe are essential to helping people find best care and the best price.

Medical, Rx, and Behavioral health - all in one place: Castlight is the only platform that integrates pricing and quality data for Medical, Rx, and Behavioral health all into the same search function.

Unified Provider Directory: Our technology cross references payer data from 35 medical, 19 dental, and 8 behavioral health payers, along with additional supplemental third party data sets to create a robust and accurate unique gold standard record for each physician and facility that we can then attach a quality score to.

Castlight's user-friendly search results will show ALL related programs, providers, and educational material relevant to that member.

Not just a list of doctors: Search results show ALL of the relevant offerings for a member - not just those offered in the medical plan.

Prices reflect actual out of pocket costs to the member.

In addition, Castlight's cost estimation tool helps health plans equip their members with accurate price estimates for services, encouraging cost-effective decisions using the best available sources. Castlight offers coverage for thousands of coded procedures that include

1,600 medical services across PCPs, specialists, inpatient or outpatient, imaging, labs, pharmacy, and as additional potential options with dental, behavioral health and EAP.

When a user enters a coded search term, the system will take them to the Mixed results page. This page shows all related services, where the user can navigate to a page that is relevant to the entered term.

Each Search result will display a personalized list of relevant results to help the user understand their benefits, provide educational information, guidance, and transparency into their options.

Patient Ratings – In addition to clinical quality, Castlight also leverages patient ratings to distinguish providers. Reviews are aggregated from both Castlight users and reputable web sources, such as Angie’s List. These reviews are curated to help members understand the experience of their peers with providers, including wait times and the ability to listen well during the visit.

How We Do It:

Q-Score is Castlight’s trademarked quality rating that we generate for each provider and facility. A physician’s Q-Score is comprised of a combination of rigorously refined internally derived and third party clinical quality measures. Using data from leading national sources. The resulting Q-Score is a composite quality rating that we employ to recommend and rank providers.

Castlight’s personalization tool, **SmartMatch**, considers any applicable preferred networks and plan designs as well as Q-Score, cost, patient ratings and convenience to tailor a provider recommendation specific to that member based on the patient’s own health condition and the provider’s expertise.

Castlight Smart Match takes 3 elements (quality, cost, and user profile) and creates a blended score for each provider. We use that match score to determine provider recommendations and search rankings in the Castlight application.

That provider score is unique to the user and unique to their search. because the right provider for you is not necessarily the right provider for me or any other member of your population.

- Provides mobile health navigation options for members

Mobile technology is core to what Castlight offers. 100% of Castlight capabilities for end-user employees are available via a native mobile application on iOS (Apple), Android devices, and mobile and desktop web browsers.

Castlight experiences are developed and optimized for mobile first. All Castlight products are also available in responsive web format, so the Castlight platform can be accessed from

any internet-enabled computer or mobile device. This flexibility allows end-users to access their Castlight account in any way that is best for them.

Customers can control the look and feel of the Castlight app to reflect their brand, creating an employer-branded user experience and encouraging brand affinity. This is essential because benefits leaders invest time, money, and heart into offering a positive benefits experience to their employees, and they should be able to connect their brand to delightful moments that employees experience through benefits.

► Suggests physicians resulting in the best surgical outcomes

Castlight aggregates quality metrics across datasets. See the Reference Document: Quality Metrics Explained for details. Castlight relies on credible metrics that are evidence-based, compiled by measurement experts and when appropriate, risk-adjusted. We standardize the display of results to make it easy for members to understand and take action on the different quality metrics.

We produce physician-specific Q-scores which include affiliations with hospitals and practices as part of the indirect metrics which are incorporated into our calculations for each of the physician quality scores. The indirect metrics are weighted less heavily than direct metrics, as described below.

We use a weighted average of three distinct sets of metrics. The first and most heavily weighted metrics are Direct Metrics from 3rd party clinical quality sources.

These include:

- Clinical Outcomes such as **the success rate of surgeries**, readmittance and complication rates
- Provider Sanctions to remove physicians that have been sanctioned for inappropriate practice behaviors
- Procedure Volumes to understand how experienced a physician is on a given procedure, and
- Provider Recognitions like Bridges to Excellence recognition

The next set are Indirect Metrics, which are internally derived measures that are indirectly related including:

- Affiliations with high-quality hospitals
- Affiliations with high-quality practices
- Similar service measures - e.g. in the absence of hip revision quality history, we use hip replacement quality

Lastly, we use general indicators of quality for Proxy Metrics, which are weighted less heavily than our other two categories. This encompasses things like years of experience and where the physician attended medical school and residency,

► Coordinate appointments for the member

We have the ability to integrate with providers and coordinate appointments through a combination of digital and human touch.

Digital: We offer digital appointment scheduling accessible through the integrated find care experience. We initially prioritized working with more technically sophisticated appointment scheduling vendors and for provider types such as labs, urgent care, and imaging. We're now expanding quickly to cover more provider types, and working with several provider systems to integrate with their appointment scheduling tools. We are eager to explore additional provider level integrations including EMRs and welcome the opportunity to partner to propel this initiative forward.

Human touch: Castlight also offers an optional enhanced concierge level support called Castlight Care Guides. Castlight Care Guides is a high-touch service that combines the best of Castlight's personalized health navigation technology with a clinician-led team providing one-to-one support to help users understand the best care for them when a digital app isn't enough. Castlight Care Guides focus on end to end resolution and will address both clinical and non-clinical issues including:

- Appointment scheduling
- Connect users to high-quality care
- Reduce financial barriers to care
- Increase the value of the benefits ecosystem
- Recognize when a user falls into a Genius segment and encourages the user to take the next best action.

► Maximize member (or employee) benefits

Castlight maximizes benefits, utility and engagement by acting like a virtual health assistant that simplifies healthcare and decisions. Castlight guides members to the best care for them via a virtual assistant to drive better healthcare decisions through a combination of strategies:

- Intercept members at critical moments: Alert members before they make poor care decisions that can be costly to their health and their finances.
- Steer to appropriate resources: Promote utilization of the right providers, benefits, and care to better align your members' needs and your strategy.
- Empower employees: Provide your members with the knowledge, tools, and assistance they need to be smarter consumers of healthcare.

A human touch: Simplify the fragmented healthcare system by making it friendlier and more understandable through our concierge services if desired.

Furthermore, one of Castlight's core value propositions is the configurability of the Castlight Platform to suit the specific goals and needs of its customers. Castlight builds and

customizes the look-and-feel of the experience to match the design, brand, culture, and language of the customer. This includes working with our customers to configure the application for your various member segments and aligning the benefits and health programs with your current benefits workflows and design. We can also configure the platform at the employer client level to maximize each client's benefit strategy. Employer client level configurations include plan designs, centers of excellence, programs and benefits, and branding.

- ▶ Provides easy access through live secure messaging or direct access to qualified care provider

Layering a high-touch call center on top of our powerful health navigation technology - Care Guides is a clinician-led, high-touch clinical and non-clinical service to help users understand the best care and benefits for them. Through Castlight Care Guides, employers can meet users where they are — with digital and high-touch outreach — powered by a single data and technology infrastructure. Castlight Care Guides amplifies the core strengths of Castlight's platform, leveraging Castlight's personalization engine to identify individuals who may have more complicated health questions or need personalized guidance to navigate basic barriers to care, such as scheduling appointments with high-quality providers. Castlight Care Guides engages identified users through both inbound inquiries and proactive outreach to make recommendations for the next step toward improved health.

Castlight Care Guides come from a variety of clinical and customer service backgrounds as nurses, pharmacists, medical billing specialists, and clinical customer support representatives.

- ▶ Demonstrates the ability for agencies to reduce their healthcare spend

Castlight can help you reduce spend by helping its employees ER overutilization. Castlight leverages predictive analytics and automated continuous communication outreach to drive member engagement with targeted communications for employees when they need care. With Castlight, employees have access to care information right when they need it, and as a result, ER utilization is decreased.

Quick Access to Doctors, Nurses, and Facilities: Within the Castlight Health solution, employees can quickly search for things like symptoms and ailments to see relevant nearby urgent care centers that they can access instead of going to the hospital. They can talk to a nurse from within the app, and even talk to a doctor via Doctor on Demand.

Cost Saving Tips: Additionally, users can sign up to receive money-saving and health-saving tips, so in the case an employee does go to the hospital, when their claim from their emergency visit comes in, it can show them relevant information, for example: that they could have saved X dollars by using an urgent care center rather than the emergency room in non-emergency situations.

Timely Notifications and Reminders: Notifications delivered directly to a user's phone and email help keep your employee population on top of their regular checkups, Rx refills, and lab tests, and help reduce unexpected problems that can result from neglecting routine health checks

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.

Above all, Castlight Support is connected to its mission – to make it as easy as humanly possible to navigate healthcare and live happier, healthier, more productive lives. Castlight Support actively monitors volume, performance, quality, and customer satisfaction metrics to ensure we are delivering on that mission.

The Castlight platform is designed to meet members where they are and nudge them to the next right action

Our approach to high-touch navigation takes the best of Castlight’s personalized health navigation technology and overlays empathic, knowledgeable guides to support connecting employees to the right care and benefits and provide the next best action. We are uniquely positioned to excel in this space.

We provide personalized guidance with data-driven recommendations. With access to medical claims data, RX claims data, health assessment data, in-app behaviors, and demographic data, our Care Guides use motivational interviewing techniques to steer the individual to the right next step in their journey, whether enrolling in a specific disease management program or connecting to a high-quality provider.

The guides will have a 360 degree view of the user’s clinical profile, with the benefit of Castlight Genius recommendations to lead the user to optimize their engagement. Our AI-enabled personalization engine, Genius, will inform our guides of the best next step for the user on their healthcare journey. With Genius, we can target high-touch interaction to the appropriate users cost effectively.

Other offerings:

Castlight Complete

Comprehensive health navigation platform helps members improve their health journey, whether they are healthy, managing a condition or actively seeking medical care. This is a combination of our care guidance and wellbeing navigator solutions.

Wellbeing Features

The Castlight platform covers the entire spectrum of health and wellbeing and does so in a way that allows maximum flexibility for users while driving meaningful engagement and behavior change through the use of incentives.

Our Wellbeing Navigator Solution is a tech-enabled wellbeing program that covers the entire spectrum of health and wellbeing and does so in a way that allows maximum flexibility for member while driving meaningful engagement and behavior change through the use of:

- Incentives
- Reward Center
- Castlight Store
- Challenges
- Tracking – Activity/Step tracking, Sleep, Nutrition
- Castlight Health Assessment
- Social: Engaging social feed where users can share photos, success stories, accomplishments, and communicate with other users in a public forum.

Castlight Care Guides

As discussed in the proposal, Castlight Care Guides are a high-touch add-on offering.

Layering a high-touch call center on top of our powerful health navigation technology - Care Guides is a clinician-led, high-touch clinical and non-clinical service to help users understand the best care and benefits for them. Through Castlight Care Guides, employers can meet users where they are — with digital and high-touch outreach — powered by a single data and technology infrastructure. Castlight Care Guides amplifies the core strengths of Castlight's platform, leveraging Castlight's personalization engine to identify individuals who may have more complicated health questions or need personalized guidance to navigate basic barriers to care, such as scheduling appointments with high-quality providers. Castlight Care Guides engages identified users through both inbound inquiries and proactive outreach to make recommendations for the next step toward improved health.

Tab 9 – Required Documents

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

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	Castlight Health
Print Name	Alex Shvartsman
Address	150 Spear Street, Suite 400
City, State, Zip	San Francisco, CA 94105
Authorized signature	 <small>Alex Shvartsman (Nov 18, 2021 11:30 EST)</small>
Date	November 18, 2021

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 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 _____

Date

November 18, 2021

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	Castlight Health
Address	150 Spear Street, Suite 400
City/State/Zip	San Francisco, CA 94105
Telephone No.	(415) 829-1400
Fax No.	
Email address	ashvartsman@castlighthealth.com
Printed name	Alex Shvartsman info@castlighthealth.co
Position with company	General Counsel
Authorized signature	 Alex Shvartsman (Nov 18, 2021 11:30 PST)

Required Clauses for Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

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

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

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

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