

**MASTER AGREEMENT # 040226****CATEGORY: Wellness Program Engagement, Open Enrollment Support and Related Services****SUPPLIER: On the Goga, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and On the Goga, Inc., 1727-31 Snyder Ave. #12, Philadelphia, PA 19145 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on May 14, 2030, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #040226 to Participating Entities. In Scope solutions include:
- a. **Category 1: Wellness Program Engagement:**
- i. Wellness engagement programs and platforms;
 - ii. Biometric screening services and coordination;
 - iii. Wellness incentive management;
 - iv. Health coaching; and,
 - v. Wellness program management and related services, such as data analytics, predictive modeling, wellness program branding, strategic planning, and on-site wellness center management, but only to the extent that such services are complementary to a proposer's offering of the solutions described in 1. a. above.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

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

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

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

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

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
 - 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.
- A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.
- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included

Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

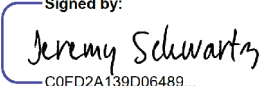
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

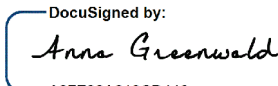
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

On the Goga, Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 5/26/2026 | 1:18 PM PDT

DocuSigned by:

 A87E33A610CD446...
 By: _____
 Anna Greenwald
 Title: President/CEO
 Date: 5/26/2026 | 12:06 PM PDT

RFP 040226 - Wellness Program Engagement, Open Enrollment Support and Related Services

Vendor Details

Company Name:	On the Goga
Address:	21 S 11th St
	Philadelphia, PA 19107
Contact:	Carmela Orsini
Email:	carmela@onthegoga.com
Phone:	267-227-3063
Fax:	912-713-5195
HST#:	

Submission Details

Created On:	Tuesday February 17, 2026 17:19:35
Submitted On:	Monday April 06, 2026 11:52:06
Submitted By:	Anna Greenwald
Email:	anna@onthegoga.com
Transaction #:	270d0da8-cb3f-4bfc-8627-0ced01334c30
Submitter's IP Address:	10.13.1.22

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

#	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	On the Goga, Inc.
2	In the event of an award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N7GLEK2THGE3
5	Provide your NAICS code applicable to Solutions proposed.	541612
6	Proposer Physical Address:	1727-31 Snyder Ave. #12 Philadelphia, PA 19145
7	Proposer website address (or addresses):	www.onthegoga.com
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Anna Greenwald President/CEO 1727-31 Snyder Ave. #

		12, Philadelphia, PA 19145 anna@onthego.com 2672773063ext 700
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Anna Greenwald President/CEO 1727-31 Snyder Ave. #12, Philadelphia, PA 19145 anna@onthego.com 2672773063ext 700
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Keilyn Powell Wellbeing Specialist 1727-31 Snyder Ave. #12, Philadelphia, PA 19145 growth@onthego.com 2672773063ext 2

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

#	Question	Response *
1	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	OntheGoga, founded in 2015, began as a non-site workplace wellness company delivering engaging experiences to organizations in Philadelphia, PA. From the beginning, our mission has been simple: to make work more human. We focus on giving employees practical tools and building skills to manage stress, feel better, and show up more fully at work. Overtime, OntheGoga recognized that most organizations weren't struggling because they lacked well-being offerings, they were struggling because those offerings were difficult to manage and promote, often falling on already stretched HR teams, and failing to address employees' day-to-day challenges or connect to meaningful business outcomes like engagement, retention, and performance. In response, OntheGoga expanded beyond stand-alone trainings

	ningsintoamorecomprehensiveapproachtoworkplacewellbeing: combininghands-onstrategyconsultingwithacentralized,customizableplatformthatequipsHRteamswiththestructure,tools,andsupportneededtodriveengagementanddeliverimpact. OntheGogapartnerswithorganizationsacrossindustriestodesignandimplementtailoredwellbeingstrategiesalignedwithbusinessgoals,allmanagedthroughourcentralizedplatform,whichreducesadministrativeburden,increasesaccessacrosstheworkforce,andenablesconsistent,high-impactprogrammingregardlessofroleorlocation. Today,OntheGogaworkswith80+customersacross20+statesandsupportsover100,000employeesnationwide. Ourcustomerrangefromsmallnonprofitstolargeenterprises, andhavedeepexperienceinthepublicsector,includingmunicipalitiesandschoolsystems. OurclientsincludetheCityofPhiladelphia,theSchoolDistrictofPhiladelphia,andtheDelawareCountySchoolDistrictBenefitsTrust,wherewesupporthigh-need,diverseworkforceswithscalable,accessiblewellbeingsthatdrivemeaningfulimpact.
1 What are your company's expectations in the event of an award? 2	OntheGoga'sexpectationsintheeventofanawardarecenteredonestablishingascaleable, collaborativepartnershipthatenablesefficientdeploymentacrossSourcewellParticipatingEntities. We will work with Sourcewell and participating agencies to align goals, implementation, and success metrics, with clear points of contact and communication to support rollout and ongoing engagement. OntheGogawilltakefullresponsibilityforprogramdesign,platform delivery, and ongoing management, providing a turnkey solution that is easy for Participating Entities to adopt and scale across diverse workforces. We will also actively support awareness and adoption of the contract, in alignment with Sourcewell's cooperative purchasing model. Overall, we expect a partnership focused on clear communication, shared accountability, and measurable impact in employee well-being, engagement, and performance.
1 Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE 3	OntheGogaisaprivatelyheldcompanythathasdemonstratedconsistentfinancialgrowthandstability. Since2020, we have increased annual revenue by approximately 4x, with sustained year-over-year growth of ~20% over the past two years. Today, over 90% of our revenue is derived from recurring Sa

DEANYTAXINFORMATIONORPERSONALLYIDENTIFIABLEINFORMATION.	aSandannualservicecontracts,providingapredictableandstablefinancialfoundation.Wehavealsoincreasedaveragecontractvaluebymorethan200%inthemostrecentyear,reflectingdeeper,long-termpartnershipswithclients. Ourclientbaseincludesmunicipalities,schoolsystems,andlargeemployers,demonstratingourabilitytosupportcomplex,multi-entitydeployments. OntheGogaoperateswithadisciplinedfinancialmodel,maintainsappropriateinsurancecoverage,andhasnooutstandingfinancialorlegalissues thatwouldimpactcontractperformance. Asaprivatelyheldcorporation,wearenotabletoreleaseourfinancialstatementsinapublicRFPbutourfinancialgoodstandingissupportedbyaletterofreferencefromouraccountant.Oneofourprovidedreferences,JodiefromPIDC,canalso speaktoourlonghistoryoffinancialstability.
1 4 What is your US market share for the Solutions that you are proposing?	The Workplace Wellbeing market includes a wider range of providers across wellness platforms, consulting firms, and point solutions. As a result, precise market share data is not readily available or standardized across the industry. That said, OntheGoga has established a strong and growing presence within its target segments, particularly among public sector organizations, nonprofits, and mid-sized to enterprise employers. Since 2020, the company has experienced consistent revenue growth and expanding client adoption, supporting over 100 organizations across the United States. Our focus is on continued growth within these segments, with an emphasis on scalable, platform-supported solutions that differentiate us from traditional wellness vendors.
1 5 What is your Canadian market share for the Solutions that you are proposing?	OntheGoga does not currently have a significant market presence in Canada and therefore does not have a measurable market share at this time. However, we have serviced Canadian-based companies, and currently service Canada-based employees, and our platform and service model are designed to be scalable across geographies.
1 6 Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Source well if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A

1 7 How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	On the Goga is a service-based organization that delivers its programs through a combination of internal team members and a curated network of vetted experts. Our core team, including leadership, customer success, and program management, is made up of On the Goga employees who oversee client strategy, program design, platform management, and overall service delivery. This ensures consistency, accountability, and alignment with each client's goals. Program delivery (e.g., workshops and specialized sessions) is facilitated by a network of experienced, vetted practitioners and subject matter experts who are contracted partners of On the Goga. All facilitators are carefully selected, trained on our approach, and managed directly by our team to ensure high-quality, consistent experience. On the Goga does not utilize a dealer network. All services are delivered either by On the Goga employees or by contracted partners operating under our direction and standards.
1 8 If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	On the Goga's services, as proposed in this RFP, do not require any specific professional or organizational license to operate. However, we maintain high standards for quality and expertise across our team and partner network. Our internal team includes experienced professionals in workplace wellbeing, program management, and organizational strategy. For program delivery, On the Goga partners with a curated network of vetted facilitators and subject matter experts. These individuals hold relevant industry certifications in their respective fields, which may include, but are not limited to: - Certified Yoga Instructor (RYT) - Certified Health Coach (e.g., NBHWC) - Licensed Mental Health Professionals (where applicable) - Certified Fitness and Wellness Professionals While certifications vary by facilitator and area of expertise, all partners are thoroughly vetted and selected based on experience, credentials, and alignment with On the Goga's standards. On the Goga maintains appropriate business insurance coverage and ensures that all services are delivered in compliance with applicable local, state, and federal regulations.
1 9 Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven	N/A

	years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	2025-HR Person of the Year Award Nominee- Anna Greenwald, Founder & CEO (Philadelphia, PA) 2023-Best and Brightest in Wellness-NABR (National)
21	What percentage of your sales are to the government sector in the past three years?	17%
22	What percentage of your sales are to the education sector in the past three years?	13%
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreements over the past three years?	N/A
24	List any GSA contract or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of the contracts over the past three years?	N/A

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Philadelphia	Marsha Green-Jones	215-686-2325	*
Delaware County School District Benefits Trust	Courtney Jackson	610-230-2086	*
PIDC	Jodie Harris	215-496-8151	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

#	Question	Response *
26	Salesforce.	On the Goga maintains a distributed, U.S.-based sales organization, consisting of dedicated sales personnel and executive leadership support.

	The team is responsible for lead generation, pipeline management, and contract execution across public sector, nonprofit, and enterprise clients. All sales personnel are direct employees, with the exception of a senior advisor in a contracted role. Our remote structure enables full national coverage and responsiveness to Sourcewell Participating Entities across the U.S. and Canada. Upon contract execution, all accounts are transitioned to a dedicated Customer Success Manager within 1-2 business days, ensuring continuity and clear ownership between sales and service functions.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods. On the Goga does not utilize a network of dealers, distributors, or resellers. All solutions are delivered directly by On the Goga through a centralized service and platform model. Our internal team oversees all client relationships, program design, implementation, and platform management, ensuring consistency, quality control, and accountability across all participating entities. Program delivery (e.g., workshops and specialized sessions) is supported by a curated network of vetted facilitators and subject matter experts who are contracted and managed directly by On the Goga. These partners operate under our standards and are not independent resellers or distributors. This direct delivery model allows On the Goga to provide a single point of responsibility for all services, while maintaining flexibility to scale nationally and support a wider range of participating entities.
28	Service force. On the Goga operates a dedicated Customer Success team responsible for onboarding, service delivery, and ongoing client management. Our Customer Success team is made up of Wellbeing Program Managers (WPM) who are remote full-time employees distributed throughout U.S. and Canada time zones. Each Participating Entity is assigned a dedicated Wellbeing Program Manager who serves as the primary point of contact throughout the engagement. WPMs manage a defined portfolio of accounts to ensure consistent service quality, responsiveness, and strategic alignment. Standard onboarding is completed within approximately 2–6 weeks, depending on the scope of products purchased, and includes platform setup, program planning, and launch to employees. Our Customer Success team is structured to support concurrent onboarding of multiple participating entities without impact to service quality. The Customer Success team works in close coordination with sales to ensure a seamless transition, with clearly defined ownership and minimal functional overlap.
29	Describe the ordering process. If orders will be handled by distributor On the Goga utilizes a direct, streamlined ordering and onboarding process with no involvement of distributors, dealers, or resellers.

s,dealersorothers,explaintherespectiverolesoftheProposerand others.	ParticipatingEntitiesengagedirectlywithOntheGogatoscopetheirneedsandselecttheappropriatecombinationofservices,whichmayincludeworkshops,consulting,andplatformaccess.Followinginitialalignment,OntheGogaprovidesaclearproposalandpricingstructureconsistentwiththeawardedcontractterms. Onceapproved,servicesareinitiatedthroughapurchaseorderissuedbytheParticipatingEntity.OntheGoga'sinternalteamthenleadssimplementation,includingonboarding,platformsetup,programscheduling,andcommunicationplanning. AllprogramdeliveryandongoingmanagementarehandleddirectlybyOntheGoga,ensuringasinglepointofcontact,consistentservicequality,andefficientcoordination. Thisdirectmodelminimizesadministrativecomplexityandallowsparticipatingentitiestoquicklylaunchandscalewellbeinginitiativesacrosstheirworkforce.
3 Describe in detail the process and 0 procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	OntheGogaprovidesasastructured,high-touchcustomerservice model designed to ensure responsiveness, accountability, and consistent delivery. EachParticipatingEntityisassignedadedicatedaccountmanager(WellbeingProgramManager)responsibleforallcommunication,programcoordination,andperformanceoversight. ServiceModelIncludes: -Dedicatedpointofcontactforallsupportandprogramneeds -Proactivecheck-ins(monthlyorquarterly,dependingonscope) -Full-servicemanagementofonboarding,scheduling,anddelivery ResponseTimeCommitments: -Standardinquiries:responsewithin1businessday -Urgentrequests:same-dayresponsewhenreceivedduringbusinesshours ServiceAccountability: -Allfacilitatorsarevetted,trained,andevaluatedregularly -Clientfeedbackandengagementdataarecontinuouslymonitored - Performanceisreviewedinternallytoensureconsistencyacrossallentities Thisstructureenablesconsistent,high-qualityservicedeliveryacrossmultipleconcurrentclientengagements.Toensureaccountabilityandcontinuousimprovement,weconductperiodicbusinessreviewstoassessperformance,engagement,andopportunitiesforoptimization.
3 Describe your ability and willingness to provide your products and services to Sourcewell participating	OntheGogaisfullycapableofdeliveringitssolutionstoSourcewellParticipatingEntitiesatscale.Ourcentralizedplatform,combinedwithvirtualand-

ntities.	siteprogramming,enablesconsistent servicedeliveryacrossgeographicallydistributedanddiverseworkforces. Wecurrentlysupportover80organizations,includingmunicipalitiesandschoolsystems,andhavesuccessfullydeployedprogramstoworkforcesexceeding30,000employees.Ourclientsrepresentadiverseportfoliooforganizationsacrossmultiplestatesandsectors,demonstratingourabilitytodeployandmanageprogramsatscale. Ourdeliverymodelisstandardized,repeatable,anddesignedtosupportsimultaneousmulti-entityonboardingwhilemaintainingconsistent servicequality.WeareconfidentinourabilitytoworkwithSourcewellParticipatingEntitiesandtosupportthemastheysupporttheirworkforceswiththeeffective wellbeing programming.
3 Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	On the Goga is able to support Participating Entities in Canada through our platform-based and virtual delivery model, which enables immediate access to core services regardless of location. While our current client base is primarily U.S.-based, our infrastructure supports international deployment. Virtual programming, platform access, and customer support can be delivered without limitation. In-person services may be subject to facilitator availability and travel logistics, which will be coordinated on a case-by-case basis.
3 Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	On the Goga does not anticipate any geographic limitations in serving Participating Entities across the United States or Canada. Our platform-based and virtual delivery model allows us to provide consistent access to services regardless of geographic location. For in-person programming, availability may vary based on location. On the Goga is able to serve Participating Entities nationwide and across Canada, with flexible delivery options to meet the needs of diverse and geographically dispersed workforces.
3 Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reason in support of this.	On the Goga does not anticipate restricting access to its solutions based on the type of Participating Entity. Our services are designed to support a wider range of organizations, including government agencies, municipalities, school systems, higher education institutions, nonprofits, and other public sector entities.
3 Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in U.S. Territories.	On the Goga does not have specific restrictions for Participating Entities located in Hawaii, Alaska, or U.S. Territories. Our platform-based and virtual delivery model allows us to provide consistent access to services regardless of location. Most programming can be delivered remotely without limitation. For in-person services, delivery in these locations may be subject to additional coordination, availability, and travel-related costs, depending on the scope of the engagement.
3 Will Proposer extend terms of any	Yes

6 awarded master agreement to non-profit entities?

Table 4: Marketing Plan (100 Points)

#	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	On the Goga's marketing strategy is designed to drive awareness, adoption, and sustained utilization of the Sourcewell contract through a structured, multi-channel approach executed continuously through our existing sales and marketing infrastructure. 1. Targeted Outreach & Pipeline Development: We actively identify and prioritize Sourcewell Participating Entities, including municipalities, school systems, and public agencies, using Sourcewell directories and existing market intelligence. - Ongoing outbound campaigns (email, phone, and LinkedIn) - Personalized outreach and discovery conversations - Integration into our CRM for pipeline tracking and follow-up 2. Channel & Partner Activation: We leverage established relationships with brokers, benefits consultants, and insurance carriers to expand awareness and drive referrals. - Partner education on Sourcewell contract access and value - Co-marketing and referral alignment - Integration into existing benefits advisory ecosystems - Engagement with relevant public sector networks, associations, and events where appropriate 3. Educational Marketing & Awareness Campaigns: We deploy ongoing educational efforts to increase understanding and adoption of the Sourcewell contract. - Quarterly free webinar cadence focused on driving value for public sector organizations - Case studies and success stories from municipalities and school systems - Campaign-based outreach aligned with public sector budget and planning cycles 4. Existing Client & Network Expansion: We activate our current client base and network to promote contract utilization and expansion opportunities. - Cross-sell and expansion within existing accounts - Referral-driven growth from satisfied clients - Targeted outreach to peer organizations and similar entities 5. Sales Process Integration: The Sourcewell contract is embedded directly into our sales process as a procurement-ready pathway. - Introduced early in public sector conversations - Used to accelerate decision-making and implementation - Reduces procurement friction and shortens sales cycles

	6. Performance Tracking & Optimization: We track and optimize marketing effectiveness using CRM and engagement data, including: - Outreach volume and conversion rates - Pipeline generation and contract utilization - Campaign engagement (email performance, webinar attendance, etc.) We will collaborate with Sourcewell on co-branded awareness efforts where applicable to increase contract visibility. This approach is designed to work seamlessly with our existing marketing infrastructure to support ongoing contract adoption throughout the full term of the agreement. See our uploaded marketing materials for examples of existing assets already being used successfully in our campaigns as well as the slides used in our most recent free webinar: ""Plan Ahead, Stress Less: Mental Health Month in One Hour"".
3. Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	On the Go, we leverage technology and digital data to drive targeted, measurable, and continuously optimized marketing efforts. Marketing Technology Stack & Data Utilization: - CRM and marketing automation tools are used to segment audiences, manage outreach, and track engagement across the full sales cycle - Prospective organizations are segmented by type (e.g., municipalities, school systems, nonprofits), size, and engagement history to ensure relevant, value-added messaging Campaign Execution & Optimization: - Ongoing email campaigns, newsletters, and targeted outreach sequences are deployed and continuously refined based on performance data - Engagement metrics (open rates, response rates, meeting conversions) are monitored to optimize messaging and targeting Digital Channels & Content Distribution: - LinkedIn and other digital channels are used to share thought leadership, promote webinars, and increase awareness among HR and public sector audiences - Content performance is tracked to inform future campaigns and messaging strategy Data-Driven Insights: - Insights from platform engagement and client behavior are used to inform marketing strategy and identify high-impact messaging - CRM reporting enables visibility into pipeline development, contract adoption, and conversion trends

		This data-driven approach ensures that marketing efforts remain targeted, efficient, and continuously improving over time.
3 9	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We anticipate that Sourcewell will facilitate promotion of this category in its directory and through public channels when the winners are announced. We would love to work directly with Sourcewell's Client Relations team on a bi-annual or quarterly basis to learn about what has been best-received by Participating Entities historically and how we can continuously improve. On the Goga we will integrate the Sourcewell contract directly into our sales process as a core pathway to adoption: - Introduced early in conversations with public sector organizations - Positioned as a compliant, efficient alternative to traditional procurement - Used to accelerate transition from evaluation to implementation We will also support ongoing contract visibility by incorporating Sourcewell into marketing materials, outreach campaigns, and partner education efforts, ensuring consistent awareness across target organizations. Within our consultative sales approach, the Sourcewell contract will remove common barriers that delay or prevent adoption, allowing organizations to focus on fit, outcomes, and impact.
4 6	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	On the Goga we support a streamlined, digital-first ordering and onboarding process that aligns with the needs of governmental and educational customers. Procurement & Ordering Process: - Participating Entities engaged directly with our team to define scope and receive a proposal aligned with Sourcewell contract terms - Agreements are executed electronically, and purchase orders are accepted as required Implementation & Delivery: - Onboarding, platform setup, and program launch are managed through our centralized system - Standard onboarding is typically completed within 2–6 weeks, depending on scope Platform-Based Delivery: - Our platform serves as the primary interface for ongoing service delivery - Administrators manage programming, communications, and reporting in one centralized location - Employees access resources through a mobile-friendly, web-based experience Governmental and educational customers have successfully used this model to move efficiently from procurement to implementation, minimizing administrative

ativeburdenandacceleratingtimetolaunch.

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

#	Question	Response *
41	Describe any product, equipment, maintenance, or operator training program that you offer to Sourcewell participating entities. Included details, such as whether training is standard or optional, who provides training, and any costs that apply.	On the Goga provides structured onboarding and training to ensure successful adoption and ongoing use of our platform and services, including: - Client Onboarding & Admin Training: Included as part of implementation, this covers platform navigation, program setup, communication tools, and best practices for driving engagement. Training is delivered by On the Goga's internal team via live virtual sessions and supported by written resources as needed. - Ongoing Support & Optimization: We provide continued guidance to clients and takeholders through regular check-ins, helping teams optimize programming, engagement strategies, and platform usage over time. - Employee Orientation: Introductory sessions for employees to increase awareness and adoption of available well-being programs and platform features. - Program-Specific Training (Included in Services): Workshops and multi-week programs are facilitated by On the Goga's network of vetted experts and are designed to build practical skills across well-being topics. Delivery & Cost: Core onboarding and administrative training are tailored to these selected products and services and included at no additional cost. Additional or customized training (e.g., employee orientations or expanded sessions) may be offered based on the scope of the engagement. All training is delivered directly by On the Goga team or our vetted facilitators, ensuring consistency and quality across all participating entities.
42	Describe any technological advances that your proposed Solution offer.	On the Goga's primary technological advancement is replacing fragmented "point solutions" with a single, unified platform for workplace well-being. Rather than requiring organizations to manage multiple disconnected tools, our solution centralizes programming, benefits, communication, and administration into one cohesive system. Key technological advancements include: - Automated Program Management: Reduces administrative burden through automated communications, scheduled programming, and built-in workflows, allowing HR teams to manage a full well-being program in minimal time.

	- Centralized Benefits Integration: A “Benefits Library” that surfaces existing employer-sponsored resources (e.g., EAP, telehealth) alongside our programming to increase overall utilization. - Accessible, Mobile-First Design: A fully web-based platform optimized for mobile access, ensuring equitable access for deskless, field, and hybrid employees. - Integrated Engagement Tools: Built-in communication tools and automated messaging that drive awareness and sustained participation. - Data & Insights: Comprehensive visibility into engagement and participation to help organizations measure impact and optimize their strategy.
4 Describe any “green” initiative 3 that relate to your company or to your Solutions, and include a list of the certifying agency for each.	N/A
4 Identify any third- 4 party issued eco- labels, ratings or certifications that your company has received for the Solutions included in our Proposal related to energy efficiency or conservation, life- cycle design (cradle-to- cradle), or other green/sustain- ability factors.	N/A
4 What unique attributes does 5 your company, your products, or your services offer to Source well participating entities? What makes your proposed solution unique in your industry as it applies to Source well particip- ating entities?	On the Go, Goga differentiates itself by delivering a unified, operationally efficient well-being system that replaces fragmented point solutions. Key differentiators include: - Turnkey Administration (Effortless for HR): We remove the operational burden entirely by providing a full annual wellness calendar, pre-built communications, and an automated admin dashboard. HR teams can manage a comprehensive wellness program in under 30 minutes per month. - Human-Centered, Practical Content (Relevant for Employees): Our programming focuses on real-life, behavioral tools across five pillars (Mind, Body, Connection, Purpose, Prosperity). Workshops consistently achieve a 9.5/10 average satisfaction rating. - Predictable, Transparent Pricing: We offer flat-fee annual pricing for most of our solutions to avoid PEP variability. Many clients leverage existing carrier well-being credits, reducing or eliminating net

		new budget requirements. - Proven Public Sector Success: We have successfully deployed programs across municipalities (such as the City of Philadelphia) and school systems, including implementation supporting over 30,000 employees.
46	Describe your technology as it is related to your proposed solutions. Include the technology for the agency and the person utilizing the services.	Our technology is divided into two distinct, user-friendly interfaces: the Admin Dashboard for the agency (HR/Benefit teams) and the Wellbeing Hub for the person utilizing the services (the employees). Technology for the Agency (HR/Administrators): Our Admin Dashboard is designed to be "wellbeing on autopilot" - It equips administrators with a centralized place to oversee the entire strategy without the heavy operational lift. Features include: - User Management & Onboarding: Tools to easily bulk upload employees and track enrollment - Program & Event Management: A fully planned, year-round wellness calendar with monthly themes, recommended activities, and scheduling tools - Automated Communications: Ready-to-use communication templates (emails, Slack/Teams messages, flyers) and automated workflows that send reminders and nudges to employees to drive participation - Reporting & Analytics: Reports that track utilization, workshop attendance, challenge participation, and employee sentiment surveys, so agencies know exactly what is resonating with their workforce Technology for the Person (Employees): Employees access their resources through the Wellbeing Hub, a centralized, custom-branded "front door" for all their wellbeing needs. It is accessible via desktop, mobile web app, and email. Features include: - Live Virtual Workshops: Access to 36 annual expert-led sessions covering topics like stress management, resilience, and financial wellbeing - On-Demand Content Library: A robust, frequently updated library of mobile-friendly videos, articles, meditations, and practical guides - Inclusive Team Challenges: Interactive, gamified challenges that encourage habit-building and team connection (e.g., Daily Movement, Mindful Eating, Gratitude) with built-in digital incentive fulfillment - Centralized Benefits Library: A single, easily navigable location where employees can find direct links to all of the agency's other sponsored benefits, such as EAPs, telehealth, or specialized care solutions.
47	Describe or upload case studies or stories where your solution	At On the Goga, we measure the impact of our solution through Value on Investment (VOI), focusing on meaningful engagement, sustainable behavior

ns impacted the people using it .	change, and exceptional employee experience. Rather than tracking clinical health metrics, our success stories are rooted in helping employees build practical, everyday habits while saving HR teams significant administrative time. Value on Investment Case Study In a recent case study with a large enterprise client, our platform drove significant cultural engagement, yielding the following results: -42% average platform utilization rate across the employee population -1,356 unique employees regularly attending live On the Gogawell being workshops -9.4 out of 10 average post-workshop employee satisfaction rating Broader Population Impact & Behavior Change Across our entire book of business, from 10-person nonprofits to Fortune 100 enterprises, our solutions consistently deliver high impact: -Our expert-led live workshops receive an exceptional 9.5 out of 10 average user rating -Over 90% of workshop participants report experiencing positive behavior change -We have successfully scaled our solution to massive workforces, such as launching On the Gogato over 20,000 employees at the City of Philadelphia Qualitative Impact on Employees and HR The true story of our impact is told in how we improve the daily lives of the people using our system. Clients consistently report that employees gain practical tools to manage stress, improve their energy, and navigate uncertainty, which leads to a stronger sense of connection and support at work. Simultaneously, the impact on the agency or HR team is profound: because our system automates engagement communications and provides a turnkey annual calendar, HR administrators routinely save upwards of 15 hours per month, eliminating the burden of managing fragmented point solutions.
4.8 Describe your use of AI in your company and in the solutions you provide.	Currently, On the Gogo does not incorporate AI technology into our core platform for internal processes, because our brand relies heavily on a warm, human-centered approach, we intentionally avoid generic, AI-generated phrasing in our content and communications. However, we are actively developing smart technology capabilities as part of our product roadmap. In the future, these enhancements will be used to improve content surfacing, personalization, and recommendations. Ultimately, this upcoming smart technology is designed to help employees find the most relevant well-being resources faster, while further helping HR teams streamline their program management and communications.
4.9 What security protocols do you have for your technology and the information in it?	On the Gogo maintains robust security protocols aligned with SOC 2 best practices. -We intentionally minimize risk by only storing low-sensitivity user data (name and email) and do not collect or process Protected Health Information (PHI) -Client data is protected using TLS 1.2+ encryption in transit and AES-

	256encryptionatrestacrossourAWSandMongoDBAtlasinfrastructure -AccessisstrictlysafeguardedusingMFA,Role-BasedAccessControl(RBAC),andrestrictedIPaccess - Additionally,ourplatformutilizesaWebApplicationFirewall(WAF),GuardDutymonitoring,securecodingpracticesalignedwithOWASP,andafortallIncidentResponsePlantoensurealldataremainssecureandcontinuouslymonitored.
5 Describe the options available to reward people with health incentives.	At On the Goga, we specialize in participation-based engagement incentives rather than outcomes-based clinical rewards. We intentionally avoid tying incentives to health premiums, as we believe well-being programs should be inclusive, accessible, and motivating for all employees, regardless of their starting health status. Our platform offers a highly configurable approach to rewarding employees. The available options include: -Action-Based Earning: Participants can earn points, tiered rewards, or a raffle entry for completing practical, everyday well-being actions. This includes attending live virtual workshops, completing daily challenge activities, engaging with on-demand content, or submitting program feedback -Flexible Fulfillment (Rewards Mall): We provide a 'choose-your-own' digital rewards mall interface. Clients can simply pre-load funds, allowing employees to redeem their earned points for gift cards of their choice. We also support non-financial, recognition-based rewards. - Fully Managed Administration: To ensure the program remains effortless for HR, we offer full-service fulfillment of these digital rewards. Our system manages the point tracking, and automated distribution of gift cards, completely removing the administrative burden from your team (Note: Incentive programs are optional, add-on services that must be purchased as part of the engagement)

Table 5B: Value-Added Attributes

#	Question	Certification	Offered	Comment
51	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certification that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HU B partners or re-sellers if available. Select all that apply.		☐ Yes ☐ No	WBE NC ○
52		Minority Business Enterprise (MBE)	☐ Yes ☐ No	n/a
53		Women Business Enterprise (WBE)	☐ Yes ☐ No	Certification attached.
54		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☐ No	n/a
55		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☐ No	n/a ●
56		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☐ No	n/a
57		Small Business Enterprise (SBE)	☐ Yes ☐ No	n/a ●
58		Small Disadvantaged Business (SDB)	☐ Yes ☐ No	n/a
59		Women-Owned Small Business (WOSB)	☐ Yes ☐ No	n/a ●

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

# Question	Response *
6 Describe your payment terms and accepted payment methods.	Our standard terms are Net 15. We accept check, ACH, and Credit Cards. Credit cards are subject to a 3% processing fee. We also accept carrier well being credits through carriers including but not limited to Cigna, Aetna, and United Health Care.
6 Describe any leasing or financing options available for use by educational or governmental entities.	On the Goga does not offer traditional leasing or financing options.
6 Describe any standard transaction documents that you propose to use in connection with a awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Our standard transaction document is an Order Form that outlines the specific platform tier, company size, and any options or services. The Order Form references our Terms of Service (www.onthegoga.com/terms-of-service) and Privacy Policy (www.onthegoga.com/privacy-policy). An Order Form is attached for review.
6 Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No
6 Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	On the Goga utilizes a structured, tiered pricing model designed to provide clear, scalable, and predictable costs for participating entities. Pricing varies based on product type, organization size, and level of service, with all Sourcewell pricing reflecting a discount from standard/list pricing. Our structure ensures equitable pricing and access for all Participating Entities. Pricing Model Overview Our pricing is organized into the following categories: (1) Flat Fee (Annual Subscription): Applied to The Wellbeing Hub Tier 1 and Tier 2 offerings. Pricing is based on employee population bands (e.g., under 500, 501–999 employees), ensuring cost alignment with organizational size. (2) Per Employee Per Month (PEPM): Applied only to The Wellbeing Hub Tier 3 (Enterprise), which reflects the higher level of customization, support, and scalability required for large or complex organizations. A minimum annual contract value applies. (3) Flat Fee (Program-Based): Used for add-

	onservicessuchasvirtualworkshops,challenges,andon-sitetrainings.Pricingisstructuredpersessionorbundle,withvolume-baseddiscountsavailable. (4)HourlyFee: Appliedtoconsultingandtechnicalservices,withtieredrate sbasedonconsultantseniority. (5)AdministrativeFee: Appliedtoincentivemanagementservicesasapercentage oftotalincentivespend. Allpricingisprovidedasceilingpricing,meaningparticipatin gentitieswillnotbechargedmorethanthe listedSourcewellr ates.OntheGogaretainstheabilitytoofferadditionaldiscou ntsbasedonscope,scale,ormulti-yearcommitments. Detailedpricingbyproduct,service,andcategory,including standardpricingandSourcewell- discountedpricing,isincludedintheattachedpricingdocum ent.
6 Quantifythepricingdiscountrepresentedbythepricingproposalinthisresponse.Forexample,ifthepricinginyourresponserepresentsa percentagediscountfromMSRPorlist,statethepercentageorpercentage range.	Sourcewellparticipatingentitiesreceivediscountedpricing acrossallofferingscomparedtostandard/listpricing.Disco untsarestructuredasfollows: Subscription-BasedServices(Tier1&Tier2): -5%discountfor1-yearagreements -7%discountfor2-yearagreements -10%discountfor3-yearagreements Enterprise(Tier3): -10%discountfor1-yearagreements -12%discountfor2-yearagreements -15%discountfor3-yearagreements Workshops&Challenges: -5–20%discountsbasedonvolumeandbundling Consulting&TechnicalServices: -10%discountonstandardhourlyrates IncentiveManagement: -Reducedadministrativefeefrom15%(standard)to10% On-SiteTraining: -10%discountonstandardpricing(excludingtravelandexp enses)"
6 Howdoyoumeasureeffectivenessandreportoutcomes?Describehowtheeffectiveness ofyoursolutiongeneratessavingstoagencie sthatuseyourservices.	WemeasureeffectivenessusingaValueonInvestment(VO I)frameworkfocusedonengagement,behaviorchange,an doperationalefficiency. KeyMetricsInclude: -Platformutilizationandparticipationrates -Workshopattendanceandcompletionrates -Employeesatisfaction(average9.5/10acrossworkshops) -Self-reportedbehaviorchange(90%+ofparticipants)

	Cost Savings Drivers: -Reduction of redundant points solutions -Increased utilization of existing employer-sponsored benefits - Administrative time savings (typically 10–15+ hours/month for HR teams) Outcomes are reported through admin dashboards and structured reporting reviews, enabling Participating Entities to track performance and optimize programs over time.
6 Describe any contribution or subsidy you will apply towards health incentives for participants of a participating entity's wellness program.	On the Goga does not subsidize health incentives directly. Instead, we provide a built-in "Rewards Mall" feature where clients can pre-load their own desired funds. Employees earn points for positive participation (such as attending a workshop) rather than health outcomes, and can redeem those points for digital e-gift cards.
6 Describe any quantity or volume discounts or rebate program that you offer.	On the Goga offers a range of quantity- and volume-based discounts across its products and services, designed to provide additional value as organizations increase scope, participation, or contract length. Volume and Quantity Discounts Multi-Year Agreements: We offer tiered discounts for longer-term commitments across our subscription-based offerings: -5% discount for 1-year agreements -7% discount for 2-year agreements -10% discount for 3-year agreements (Enterprise tier offers higher discounts up to 15% for multi-year agreements) Employee Population-Based Pricing: Subscription pricing for The Wellbeing Hub scales based on employee population, allowing larger organizations to achieve more favorable per-employee pricing. Bundled Services (Workshops & Challenges): Discounts are applied for bundled purchases of workshops and challenges, including: -Up to 10% discount for mid-size bundles -Up to 20% discount for larger bundles Consulting and Technical Services: A standard 10% discount is applied to hourly consulting and technical services under the Sourcewell agreement. Incentive Management: Reduced administrative fee from 15% standard to 10% under Sourcewell.

	Additional Flexibility On the Goga may offer additional discounts or customized pricing based on: - Scope and scale of engagement - Number of participating employees or departments - Combination of services purchased - Strategic partnerships or enterprise-level deployments
6 9	Describe any performance guarantees. Explain the methods used to report projections and measurable outcomes. Also, provide examples in the upload section. On the Goga provides operational performance guarantees to ensure reliable delivery: Platform Availability: 99% uptime target Program Delivery: All scheduled workshops and challenges delivered as planned by qualified facilitators Response SLA: Standard response within 1 business day; faster for urgent requests Performance is monitored through internal systems and reviewed with clients through periodic reporting and business reviews. Our SLA is attached in our submission and always available for Participating Entities at www.onthegoga.com/service-level-agreement
7 0	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. If a participating entity requires bespoke services, such as full customized challenge campaigns, custom SSO integration, or specialized on-site wellness events, we assess the scope and provide a custom quote for those specific deliverables.
7 1	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, setup, and mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. Elements not included in the standard platform pricing are strictly optional add-on services or implementations. These may include: - Custom SSO or HRIS Integrations - Enterprise Onboarding Fees - Incentive Fulfillment Funds: Any money used to reward employees via our Rewards Mall must be pre-loaded by the client at their desired budget - Onsite Support Travel: Travel and expense costs for facilitators if the client requests optional in-person workshops
7 2	If freight, delivery, or shipping is an additional cost to the Source and participating entity, describe in detail the complete freight, shipping, and delivery program. N/A
7 3	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any off-shore delivery. N/A
7 4	Describe any unique distribution and/or delivery methods or options offered in your proposal. Our delivery method is unique because we focus on removing friction for both HR and employees. We deliver a mobile-

al.	friendlywebexperience that does not require an app stored on a device, ensuring that field, hybrid, and deskless workers have equitable access from any device. The program is distributed as a unified system that pushes resources directly to employees through automated email newsletters and optional SMS nudges (beta). Additionally, our live virtual workshops are delivered globally via Zoom and feature live closed-captioning translation, ensuring accessibility across diverse workforce populations. Self-hosting of webinars is available for an additional fee.
7 Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	On the Goga will assign primary responsibility for contract compliance to our Head of Operations, Cailin Kramer. She will oversee all operational-level contract monitoring and compliance management and work with her team to ensure that contract terms, rates, and reporting requirements are followed and fulfilled. Specifically, she will use the following process: (1) Make a "Sourcewell Client Y/N" field in our CRM mandatory to be filled out before a deal can be marked as closed in order to track and mark every client coming through our systems appropriately. Sales will be trained on looking up clients in the Sourcewell directory and will have dedicated questions about Sourcewell added to their sales scripts for each introductory call with new potential clients to ensure accuracy in this reporting. (2) Run a dedicated Sourcewell Invoicing process using Sourcewell's specific SKU in our accounting software, Quickbooks, so that there is no chance that a Sourcewell client gets charged an non-discounted rate. (3) Develop a monthly reporting system with our accounting team so that On the Goga can promptly and comprehensively answer questions about how much revenue has been attributed to Sourcewell and which clients have gone through our systems. Upon request, On the Goga can always provide additional reporting to Sourcewell with a turnaround time no longer than 7 business days or shorter depending on the amount of information requested.
7 If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	On the Goga tracks a set of internal performance metrics to evaluate the success of the Sourcewell agreement across adoption, engagement, and client outcomes. Adoption & Revenue Metrics: - Contract utilization and revenue generated through Sourcewell Participating Entities - Conversion rates (from initial outreach to signed agreement) - Renewal and retention rates across participating organizations

	ons Engagement&ProgramPerformanceMetrics: -Platformactivationratesandemployee participation levels -Workshopattendanceandchallenge participation -Overallengagementwithplatformcontentandresources - Supportactivityandresponsiveness(e.g.,support requests ,resolutiontime) ClientSatisfaction&ImpactMetrics: -NetPromoterScore(NPS)andclientsatisfaction ratings -Workshopsatisfaction(typicallyaveraging~9.5/10) -Self-reportedbehaviorchangeandapplicationoflearned skills - Structuredclientfeedbackcollectedduringperiodicreviews andrenewalconversations Thesemetricsarereviewedregularlytoensurestrongcontr actutilization,high-quality servicedelivery,andmeasurableimpactforparticipa tingentities,andareusedtocontinuouslyrefinebothouroffer ingandourapproachtosupportingSourcewellmembers.
7 7	ProvideaproposedAdministrationFee payable toSourcewell.TheFeeisinconsiderationfor thesupportandservicesprovidedbySource well.TheproposedAdministrativeFee willb epayabletoSourcewellonallcompletedtran sactionstoParticipatingEntitiesutilizingthis Agreement.TheAdministrativeFee willbeca lculatedasastatedpercentage,orflatfeasm aybeapplicable,ofallcompletedtransaction sutilizingthisMasterAgreementwithinthepr ecedingReportingPerioddefinedintheagre ement.

Table 6B: Pricing Offered

#	The Pricing Offered in this Proposal is: *	Comments
7 8	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Thepricingofferedthroughthisproposalisconsistentwithorbetterthanpricingpro videdtocomparablepublicsectorandenterpriseclients.SourcewellParticipating Entitiesreceivestandardized,transparentdiscountsacrossallservicecategorie s,includingadditionalvolume-basedandmulti-yearincentives,ensuringequitableandcompetitivepricing.Ourpricingstructurei sdesignedtoprovidepredictablecostswhilemaintainingflexibilitytoofferfurtherd iscountsbasedonscope,scale,andlong-termengagement.

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

#	Question	Response *
79	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	On the Gogo provides a comprehensive, turnkey workplace well-being solution that acts as the "operating system" for an organization's well-being initiatives. Rather than acting as a disconnected points solution, our platform centralizes programming, benefits, engagement tools, and administrative functionality into one cohesive system designed to make well-being effortless for HR, relevant for employees, and finance-friendly. Our core solutions include: - Centralized Wellbeing Hub: The Hub serves as a custom-branded "front door" for employees. It is a mobile-friendly web app that provides equitable access to all well-being resources, programs, and challenges for on-site, hybrid, and remote teams - Live Virtual Workshops: We offer access to 36 annual expert-led virtual workshops covering over 100 topics, including stress management, mental health, nutrition, financial well-being, and resilience. These sessions act as highly scalable "group coaching" and consistently receive a 9.5/10 average participant rating. - Digital On-Demand Wellbeing Content: A robust, frequently updated library featuring mobile-friendly videos, articles, meditations, and practical guides that span mental, physical, social, financial, and purpose-driven well-being. - Inclusive Team Challenges: Fully facilitated, gamified challenges (such as Daily Movement, Mindful Eating, or Gratitude) that help employees build healthy habits without tracking clinical metrics. Our platform automates participation tracking and drives engagement. - Benefits & Perks Centralization: A built-in centralized library where organizations can host direct links to all of their existing sponsored benefits, such as EAPs, telehealth, or specialized care solutions, to drive higher overall utilization - Administrative Tools & Program Management: An automated dashboard that allows HR teams to manage the entire program in under 30 minutes a month. It includes a fully planned year-round wellness calendar, monthly strategy guides, done-for-you communication templates, user management, and detailed reporting analytics - Incentive Management (Rewards Mall): An optional, fully-managed digital rewards mall where clients can pre-

		load funds, allowing employees to redeem earned participation points for a variety of gift cards
		- Strategy Support & Leadership Development: Optional fractional wellness consulting, custom communications, and leadership training programs designed to help managers model healthy behaviors and build supportive team cultures
8	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	- Employee Wellness Programs and Platforms - Wellness Program Management and Administration - Employee Engagement Programs and Platforms - Digital Wellbeing Content and Education - Leadership Training and Development - Wellness Incentive Management - Employee Communications & Engagement Services - Benefits Navigation & Centralization Support

Table 7B: Depth and Breadth of Offered Solutions

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

#	Category or Type	Offered	Comments
8	Category 1: Wellness engagement programs and platforms	Yes	On the Go is a comprehensive workplace wellbeing platform designed to serve as the unified "operating system" for your wellbeing initiatives. Our centralized "Wellbeing Hub" provides a single, custom-branded front door for employees, featuring live virtual workshops, on-demand digital content, inclusive team challenges, and automated engagement communications
8	Category 1: Biometrics screenings services and coordination	Yes	N/A
8	Category 1: Wellness incentive management	Yes	We offer highly configurable, participation-based incentive management. Our platform includes built-in tracking for engagement activities (such as attending workshops or completing challenge check-ins) and features an integrated "Rewards Mall" where clients can pre-load funds for digital e-gift card fulfillment
8	Category 1: Health coaching	Yes	Our health coaching alternative is a highly scalable group-

		s No	based offering via our live virtual wellbeing workshops, rather than traditional 1:1 clinical coaching. These expert-led, interactive sessions combine education, coaching, and accountability to foster behavior change and practical skill-building across multiple wellbeing pillars
8 5	Category 1: Wellness program management and related services, such as data analytics, predictive modeling, wellness program branding, strategic planning, and on-site wellness center management, but only to the extent that such services are complementary to a proposer's offering of the solutions described in 73-76 above.	Yes No	We provide robust wellness program management, including comprehensive strategic planning, platform co-branding and customization, and detailed data analytics on user engagement and sentiment. (Note: We do not offer predictive modeling or ongoing on-site wellness center management, though limited on-site events support is available for our Enterprise clients).
8 6	Category 2: Open Enrollment Support	Yes No	While we are not a benefits administration tool, we actively support Open Enrollment by acting as the digital "front door" for your benefit ecosystem. Our platform features a Centralized Benefits Library where you can host direct links to all your sponsored plans, and we help you deploy targeted, automated communications to drive awareness and utilization during Open Enrollment.
8 7	Category 2: Health Plan decisions support including but not limited to virtual plan comparison tools	Yes No	N/A ☐ ☒
8 8	Category 2: Enrollment Technology for health plans and other benefit enrollment	Yes No	N/A
8 9	Category 2: Open Enrollment Support and related services, but only to the extent that such services are complementary to the proposer's offering of the solutions described in 78-80 above.	Yes No	Our robust communication and program management capabilities can be leveraged to support your internal Open Enrollment initiatives. HR teams can utilize our customizable communication templates, digital flyers, and automated email workflows to seamlessly promote OE deadlines, highlight specific benefits, and direct employees to the proper enrollment channels.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcwell x On the Goga Pricing (1).pdf - Monday April 06, 2026 11:37:33
- [Financial Strength and Stability](#) - Financial Strength & Stability (On the Goga).zip - Monday April 06, 2026 11:39:44
- [Marketing Plan/Samples](#) - Marketing Plan (On the Goga).zip - Monday April 06, 2026 11:42:19
- [WMBE/MBE/SBE or Related Certificates](#) - On the Goga WBENC Certification 2025-26.pdf - Monday April 06, 2026 11:45:14
- [Standard Transaction Document Samples](#) - Standard Transaction Docs (On the Goga).zip - Monday April 06, 2026 11:46:16
- [Requested Exceptions](#) - Sourcwell Master Agreement Requested Exceptions.docx - Monday April 06, 2026 11:47:02
- [Upload Additional Document](#) - On the Goga Service Level Agreement.pdf - Monday April 06, 2026 11:47:31

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcwell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcwell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer’s Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Cailin Kramer, Head of Operations, On the Goga, Inc.

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



Yes



No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 4 040226 Wellness Program Engagement, Open Enrollment Support and Related Services Mon April 6 2026 08:22 AM	☒	1
Addendum 3 040226 Wellness Program Engagement, Open Enrollment Support and Related Services Fri March 6 2026 01:11 PM	☒	2
Addendum 2 040226 Wellness Program Engagement, Open Enrollment Support and Related Services Tue February 24 2026 07:07 AM	☒	2
Addendum 1 040226 Wellness Program Engagement, Open Enrollment Support and Related Services Thu February 19 2026 02:22 PM	☒	1