



Solicitation Number: RFP #052324

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and EGYM, Inc., 1920 17th Street, Suite B, Denver, CO 80202 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fitness Equipment with Related Accessories and Services from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires July 29, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

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

3. *Use; Quality Control.*

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

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **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 Contract 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

EGYM, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/29/2024 | 10:10 PM CDT

DocuSigned by:
Dana Milkie
C6AE45B86698405...
By: _____
Dana Milkie
Title: General Manager – EGYM N.A.
Date: 7/29/2024 | 8:18 PM CDT

RFP 052324 - Fitness Equipment with Related Accessories and Services

Vendor Details

Company Name: EGYM Inc.
Address: 1920 17th Street
Suite B
Denver, CO 80202
Contact: Jonathan Besecker
Email: jonathan.besecker@egym.com
Phone: 937-776-8806
HST#: 30-0940385

Submission Details

Created On: Thursday April 04, 2024 09:58:04
Submitted On: Friday May 17, 2024 08:23:54
Submitted By: Jonathan Besecker
Email: jonathan.besecker@egym.com
Transaction #: c2f68e9a-302b-4266-88be-908a62f9fd29
Submitter's IP Address: 207.181.228.86

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	EGYM, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	EGYM, Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	EGYM, North America
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A
5	Proposer Physical Address:	1920 17th Street Suite B Denver, CO 80202
6	Proposer website address (or addresses):	www.egym.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dana Milkie, General Manager - EGYM N.A. dana.milkie@egym.com, (206)601-8971 1920 17th Street Suite B Denver, CO 80202
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jonathan Besecker, Sales Executive jonathan.besecker@egym.com, (937)776-8806 1920 17th Street Suite B Denver, CO 80202,
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kelly Kidd, National Senior Sales Director kelly.kidd@egym.com, (205) 529-4616 1920 17th Street Suite B Denver, CO 80202, Sam Parray, Sales Development Representative sam.parray@egym.com, (203) 885-5601 1920 17th Street Suite B Denver, CO 80202

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>10</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>EGYM is a global fitness technology leader that connects the dots between exercise and real health outcomes by partnering with fitness and health facilities worldwide to make workouts smarter, more efficient, and fun for everyone. EGYM specializes in providing digital fitness solutions and equipment for gyms and fitness facilities through innovative technology and industry collaboration.</p> <p>Founding and Early Years: EGYM was founded in 2010 in Munich, Germany, by Philipp Roesch Schlanderer and Florian Sauter. The idea of digitally connecting fitness equipment comes from Roesch-Schlanderer. When he was in New York in 2008 for a semester abroad as part of his business administration degree, he felt somewhat at a loss standing in front of the old machines in Columbia University's dark, unpleasant-smelling weights room. "I couldn't remember how much weight I was supposed to put on which piece of equipment or what was the proper seat height," the 35-year-old recalls: "The first iPhone had just come onto the market and I thought about the large number of digital opportunities in the gym." And so the company's founding idea was born. Philipp and Florian recall, "we started with a simple question: What should every gym-goer be doing? The answer was strength training. Why were they not doing more strength training? Because it was confusing and required guidance. Recognizing the limitations of analog equipment in personalizing strength training, we created smart strength machines, reaching profitability within 18 months of production. Our next move was to digitize the entire workout floor. We raised funds and built the EGYM cloud, the largest API platform for gyms, and partnered with major players in the industry."</p> <p>Expansion and Growth: Since its founding 14 years ago, EGYM has expanded its product offerings to 18 electromagnetic smart strength machines, digital products that serve gym users, personal trainers and gym operators, the first 3D camera enabled smart onboarding and biometric scanning kiosk (Fitness Hub), FLEX flexibility equipment (available in Europe) and Wellpass, a corporate wellness platform. Of all the advances, the most notable and almost unbelievable is the development of the largest integrated Ecosystem and Cloud platform in the industry. Featuring best in class partners openly sharing data and analytics, EGYM has accomplished a nearly impossible advancement in the democratization of fitness. Users now have access to aggregated and simplified data analytics in an easy to understand, elegantly simple metric, Bioage.</p> <p>Core Values and Business Philosophy: EGYM is deeply motivated and relentlessly focused on closing the gap between expert exerciser products and non-expert users. Our vision is to offer a holistic workout experience built around the fitness journey that makes the gym work for everyone.</p> <p>Industry Longevity and Impact: EGYM has established itself as a leader and innovator in the fitness technology sector, with a strong presence throughout Europe and North America. Our longevity in the industry is attributed to continuous innovation, focus on quality, and responsiveness to market trends. We are also seen as the benevolent mediator between leading brands and solutions, generating trust and a collaborative spirit between major providers of fitness solutions worldwide.</p> <p>In summary, EGYM's history is characterized by a commitment to leveraging technology that enhances fitness training experiences while building bridges between industry giants - all for the benefit of the gym goer.</p>
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11	<p>What are your company's expectations in the event of an award?</p>	<p>Similar to Sourcewell, EGYM's mission is to make the gym work for everyone by providing highly reliable, innovative solutions that exceed the expectations of partners, gym operators, and users. Together with Sourcewell, EGYM will revolutionize the workout experience for Sourcewell participating entities.</p> <p>EGYM defines three stakeholder groups in the relationship and all should experience added value: (1) Sourcewell, (2) Operators: gym and wellness center staff/leadership (3) Users: members/student/faculty</p> <p>Sourcewell EGYM believes in mutually beneficial, authentic partnerships. As evidence of that belief, EGYM has the largest Ecosystem in the industry with more than 155+ integrated partners. This deep collaboration between best-in-class vendors was once thought impossible. The Ecosystem exists as a result of our authentic and benevolent intention to genuinely improve the workout experience and make it more accessible. The Sourcewell partnership will represent another achievement in that mission to make the workout experience more accessible to users and more achievable by operators.</p> <p>Operators Serving more than 2600 operators worldwide, EGYM serves a variety of fitness businesses and staffing models. EGYM will empower fitness and wellness operators to operate more efficiently and provide highly personalized experiences, in a way that respects current operational limitations and opportunities. Through the dedicated (and best in class) customer success team, EGYM will provide proactive support and guidance to operators to achieve this efficiency and maximize impact. Via **EGYM Connected Partner Integrations, EGYM also enables operators to enhance much of their existing equipment including enhanced cardio experiences, workout prescriptions and cardio testing. Ultimately, the Sourcewell contract also allows operators to select the solution providing the most impact and highest quality, without fear that an inferior product with less impact wins a less sophisticated bid process.</p> <p>Users The concept of EGYM was born at the University of Columbia where the founder attended business school. Philipp was himself a beginner or 'health seeker' and found his first experience in a 'gym' to be intimidating and inaccessible. That personal anchor and North Star guides development and defines the user experience at EGYM. We acknowledge that analog workout experiences are not accessible to all users. In particular, *analog strength experiences are inaccessible to beginner and even some intermediate users. We will bring analog fitness experiences to life and improve accessibility through highly personalized, assessment driven workout prescriptions and interactions, making gym experiences more accessible, enjoyable, and rewarding for individuals of all fitness levels. This enhanced experience extends to workout experiences via wearables, outdoor fitness and other modalities via our **EGYM Connected Partner Integrations.</p> <p>*Analog strength experiences include but no limited to: pin select and cable driven selectorized strength machines, plate loaded strength machines, free weights, and functional exercises.</p> <p>**Related documents - Addendums: Addendum B - EGYM Connected Partners</p>
12	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>EGYM grew its global business in 2023 organically by 61% to EUR 211 Mio (\$230M) and was EBITDA profitability on a full year basis. Over the next 35 years, EGYM expects to continue its strong revenue growth and increase its profitability.</p> <p>Additionally, EGYM received investment of \$225,000,000 in 2023 to further cement our long term financial strength.</p> <p>Related Documents: EGYM Financials</p>
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>In the arena of digital fitness solutions, EGYM has over 6,000 locations representing 15% of the U.S. market. Globally, our market share is 25%. EGYM has established its presence in over 16,000 global locations over its 20+ years in the market, serving approximately 500 brands and accumulating 20 million app downloads, while collaborating with 2530 customers.</p>
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Canadian market share is <5%.</p>
15	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>As of date of submission, EGYM, EGYM gmbh, or EGYM UK LTD, has never filed a petition for bankruptcy protection.</p>

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>EGYM operates as a manufacturer and service provider. We utilize and control the process from manufacturing through the sale and the installation and we do not use resellers or distributors. The sales forces and technicians are direct employees of EGYM. EGYM does utilize 3rd party installers and service technicians to amplify that task force for support. All installers and service providers are certified and managed by the in house team but are held to strict key performance indicators (KPIs) to ensure quality service and accountability.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>EGYM Team - All Sales Executives and Customer Success Managers are required to attend a week long product immersion training and pass a test to demonstrate competency in products. All service technicians attend an internal service training and must pass a test both written and manual to demonstrate competency. Installation teams are also certified via EGYM in the products they install.</p> <p>Equipment - EGYM designs all of our equipment to comply with multiple global safety and compliance standards. All machines are designed to European Union CE "Machinery Directive" safety standards and FCC compliance standards with UL best practices where applicable. Additional compliance certifications are maintained for all non harmonized markets we serve (IC, KCC, MIC/KS, UKCA, RCM, etc.).</p> <p>*Related Document: Statement of Conformity Document</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>N/A. EGYM, EGYM gmbh, or EGYM UK LTD have never faced any suspension or debarment in the past 10 years.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>2024, Beyond Active Award of Excellence: Tech Company of the Year Nomination, winners not announced yet 2024, Beyond Active Awards of Excellence: Deal of the year (EGYM acquires Hussle) Nomination, winners not announced yet 2024, Beyond Active Awards of Excellence: Deal of the year (EGYM & Evolt Partnership) Nomination, winners not announced yet 2023, FitC, Most Innovated Fitness Professional, CoFounder Philipp Roesch Schlanderer 2023, Athletech, Most Innovative Fitness and Wellness Company 2023, Finalist, Ernst & Young Entrepreneur Of The Year, CoFounder Philipp Roesch Schlanderer 2022, 2021, 2020, BodyLIFE Award: Best Strength Machines 2023, 2022, 2021, 2020, 2019, BodyLIFE Award: Best Medical Fitness Machines 2023, 2022, 2021, Fitness Society magazine: Germany's most important fitness entrepreneurs: PRS, 7th (2021), 4th (2022, and 2023) 2022, 2021, EUPD Research: Top Brand Corporate Health, EGYM Wellpass</p>	*
20	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>Less than 5% of sales.</p>	*
21	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>Less than 5% of sales.</p>	*
22	<p>List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>EGYM currently holds none.</p>	*
23	<p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>EGYM currently holds none.</p>	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Schererville YMCA	Jay Buckmaster	(219) 663-5810	*
YMCA of Coastal Georgia	Joel Smoker	(912) 354-5480	*
YMCA Greater Omaha	Theresa Lovings	(402) 637-3145	*
YMCA San Diego County	Shannon Zepeda Hughes	(760) 942-9622	
Colorado University	Steve Englehart	(303) 492-3780	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Schererville YMCA	Non-Profit	Indiana - IN	EGYM outfitted 5 branches with 93 total smart strength pieces and a custom branded member app for all 6 locations. The EGYM solution is fully integrated with the customer's existing cardio equipment and body composition analyzer.	155k-317k	\$1,115,163.00
YMCA of Coastal Georgia	Non-Profit	Georgia - GA	EGYM outfitted 7 branches with 84 total smart strength pieces. The EGYM solution is fully integrated with the customer's existing cardio equipment and body composition analyzer.	142k	\$897,236.84
YMCA Greater Omaha	Non-Profit	Nebraska - NE	EGYM outfitted 2 branches with 22 total smart strength pieces with integrated cardio, and a custom branded member app for all 2 locations. The EGYM solution is fully integrated with the customer's existing cardio equipment and body composition analyzer.	141k-159k	\$301,090.20
University of Colorado Boulder	Education	Colorado - CO	EGYM outfitted Colorado Boulder's football team with 4 smart strength machines which serve for rehabilitation and return to play protocols for the athletic training staff to use with the players. EGYM outfitted Colorado Boulder's volleyball and men's and women's basketball team with 4 smart strength machines for performance training and baseline testing for the strength and conditioning coaches to use with the players.	45k-50k	\$100,000
Bulverde Spring Branch Activity Center	Non-Profit	Texas - TX	EGYM outfitted this location with 10 total smart strength pieces with integrated cardio, and a custom branded member app. The EGYM solution is fully integrated with the customer's existing cardio equipment and body composition analyzer. The machines are configured in a circuit and open to all members.	113k	\$113,881.90

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
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26	Sales force.	<p>EGYM has one of the most efficient sales teams in the industry, We only hire senior level sales leaders and executives. All sales executives and directors have extensive experience in consultative sales and relationship building. Currently we have 10 direct sales executives located in Pennsylvania, Florida, Alabama, Oklahoma, Illinois, Colorado, Texas, Rhode Island and California. These sales executives provide coverage to all 50 states and 11 Canadian provinces. EGYM has two dedicated Sales Development Reps who support the sales executives and directors. EGYM also employs senior segment specific leadership that specialize in the domains of: Non Profit, Athletic, Recreation (Campus and Community Rec), Commercial and Enterprise customers. North American sales team also has support, and resources available on the global sales team which includes more than 70+ FTE sales resources.</p> <p>Additional global sales organization resources are available, but specific to the North American business unit, the following percentages apply Sales - 22% of full time employees are dedicated to sales. Customer Support & Success - 32% of full time employees are dedicated to customer support and success.</p> <p>Global Support of Technical/Project Development Number of Global Resources 30+ FTE</p> <p>Implementation/Upgrades/Project Work Global Resources 15+ FTE</p>	*
27	Dealer network or other distribution methods.	EGYM does not utilize dealers. Logistic services and distribution are handled by Crane Worldwide Logistics to our regional warehouse houses for customer delivery.	*
28	Service force.	<p>Remote Access - Unlike analog pin select, cable driven, or plate loaded strength machines. EGYM's equipment is equipped with remote monitoring and management capabilities, allowing EGYM service teams to oversee equipment usage, perform maintenance tasks, and troubleshoot issues remotely. This reduces downtime, improves operational efficiency, and enhances the overall user experience.</p> <p>Onsite tech Support - In cases where an onsite service technician is needed, technicians arrive with a good understanding of the issue and likely resolution. EGYM employs direct service technicians in Colorado, Idaho, California, and Florida that cover US & Canada.</p> <p>Service Providers - Any service provider who services EGYM machines must certify their employees through the EGYM Headquarter Service Team. Certification includes face to face, hands on training in installation protocols and troubleshooting, repairs and preventative checkups. EGYM North America is growing our service provider network similar to the model used to service more than 2600 customers in Europe.</p> <p>Global Support Resources - All support functions are part of a larger global ring of EGYM FTE and contracted resources which loadbalance customer needs, i.e., resources from other regions will support US & Canada as needed. This additional coverage prevents holiday or after hour support delays.</p> <p>*FTE = full time equivalent. In this case representing full time employees.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The Sourcewell participating customer would submit the order with the EGYM sales executive assigned to the Sourcewell contract. Once submitted, the customer will be assigned a customer success manager and order manager to facilitate all logistics of equipment layout design, delivery, training, installation, and post installation support. There will not be orders handled dealers or distributors. All orders are handled by the internal EGYM team.	*

<p>30</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>EGYM has the finest Customer Success (CS) team in the fitness industry, due to the proactive customer centric approach. Their sole focus, and how they're evaluated, revolves around the success of our customers. The initial onboarding is built into the entire pricing structure and comes at no extra cost. In reparation for installation our CS team engages directly with customers to meticulously select KPIs and craft strategic plans that measure success and ROI of post implementation EGYM solutions. There is no line item or cost for this support, it is included with any hardware purchase.</p> <p>In addition to the Customer Success team, EGYM has a large Customer Support team. The distinction between the Success/Support departments is that Success is proactive at preventing problems and optimizing for success, the Support department is reactive and evaluated on their ability to swiftly resolve customer questions and issues. The following attributes are just some of the reason EGYM enjoys a reputation of the best Support team in the industry,</p> <p>Availability - The EGYM customer support process starts with our support team covering the 4 time zones in the US and international team to assist when needed.</p> <p>Help Center Database - Sourcewell partners will also have access to the EGYM help center database with commonly asked questions and troubleshooting tips, and the EGYM E-learning resources for ongoing staff training.</p> <p>Email Support - Support requests can be sent to support@egym.com for all hardware related issues and to digitalsupport@egym.com for all digital related items. The response time to email inquiries is one business day. Collaboration towards resolution uses all channels available: Email, Callback, Video Chat and Facetime</p> <p>Additional Resource and Escalation - In addition to customer support listed above, customers have an assigned customer success manager that coordinates the delivery and installation and address any documentation needs or issues that arise preinstallation, provides monthly reporting and serves as an escalation point for any service issues that are not addressed to the customer's satisfaction.</p> <p>Callout averages - In the last 16 months EGYM US & Canada handled an average of 2.8 Service Visits per week for onsite repair of equipment for more than 200 customer accounts.</p> <p>Failure rate - Smart Strength and Fitness Hub combined is less than 3% among more than 2600 global accounts.</p> <p>First response time - Exceed 90% within 24 hours, with first response being a qualified response to the submitter of the issue</p> <p>Time to Response - 50% of all reported issues are solved within 5 days or less, measured from time that the issue is reported until the resolution is provided. *Time measurement is not paused in case the reporter of the issue needs to provide additional information.</p>
<p>31</p>	<p>Describe the serviceability of the products included in your proposal (parts availability, technical support, etc.)</p>	<p>All EGYM machines (Smart Strength & Fitness Hub) are covered by our Standard (Manufacturing) Warranty which includes 2 years parts and labor starting at date of installation. Including call out costs, parts and labour required to fix any issues. Malicious damage is not covered. Standard warranty and service agreement also includes: 1 x Annual service per year.</p> <p>Service requests are received through our service department. Once the request comes in, remote diagnostic efforts are made to diagnose the problem and quickly as possible. If remote resolution is not feasible, a service tech is deployed for onsite service.</p> <p>Unlike remote access for analog pin select, cable driven or plate loaded strength machines, EGYM's equipment is equipped with remote monitoring and management capabilities, allowing EGYM service teams to oversee equipment usage, perform maintenance tasks, and troubleshoot issues remotely. This reduces downtime, improves operational efficiency, and enhances the overall user experience.</p> <p>When an onsite service technician is needed, a technician will arrive with a good understanding of the issue and likely resolution. EGYM employs direct service technicians in Colorado, Idaho, California, and Florida that cover US & Canada.</p> <p>An inventory of over 250,000 spare service parts is located in Rhode Island, with the ability to ship critical functioning parts within 24 hours of completion of the remote analysis of the reported issue, with next day delivery options depending on the services of the main carrier for service parts UPS.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	EGYM is willing and able to provide the entire catalog of available products and services to all U.S. customers.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	EGYM is willing and able to provide the entire catalog of available products and services to all Canadian customers.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A	*
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A	*

Table 7: Marketing Plan

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>The most critical element of our Sourcewell marketing strategy is to educate our Sales Representatives about the details of the Sourcewell contract and how to communicate most effectively the benefits of the program. EGYM Sales Representatives will also include Sourcewell promotional materials when engaging with prospective customers.</p> <p>As the largest Ecosystem and Cloud Platform in the industry, we routinely engage in co-branding and collaborative marketing strategies with our partners. A few *Co-Branding Samples are attached.</p> <p>Opportunities to communicate the Sourcewell relationship include but are not limited to:</p> <ol style="list-style-type: none"> 1. Digital nonprofit literature or personal email communications 2. Internally monthly sales calls and North American Connect meetings 3. Presentation decks and sales collateral 4. Trade shows and events throughout the year 5. Webinars and Virtual meetings <p>Relevant Documents - *Co Branding Samples</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Marketing Insights- At EGYM, technology plays a critical role in gathering insights into our target audience behavior, preferences, and trends. Among the tools we utilize to capture such data are:</p> <ol style="list-style-type: none"> 1. Google Analytics 2. Supermetrics 3. Litmus 4. Pardot (Marketing Cloud Account Engagement) 5. Hootsuite 6. Tableau <p>Marketing Campaigns - The data garnered from the above tools enables us to identify relevant channels, craft personalized messaging, and engage our target audience more effectively. We trigger unique campaigns related to product launches, industry trends, customer success, and other hot topics across a myriad of EGYM owned channels, including:</p> <p>Social Media</p> <ol style="list-style-type: none"> 1. LinkedIn 2. Instagram 3. YouTube 4. Facebook 5. TikTok (to be launched) 6. Website 7. Blog 8. Landing Pages 9. Events <p>Print, podcasts, and publications - EGYM also invests time and resources in targeted advertising via core industry publications with strong followings and rapport in the industry. These include:</p> <ol style="list-style-type: none"> 1. Athletech News 2. Fitt Insider 3. Club Industry 4. Campus Rec 5. Health & Fitness Association (IHRSA)
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell can help impact success of this partnership by listing awarded contracts in their database and communicating to Sourcewell participating entities that awards have been made, and contracts are available online for review. Sourcewell can also support co-branding opportunities by sharing logos and branding standards with the EGYM team.</p>
40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>EGYM products and services are not available via an e procurement ordering process at this time.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. Please include your offering of virtual programming, training or integration (i.e. app based, pre-recorded, live, etc.).	<p>EGYM has the finest Customer Success (CS) team in the fitness industry, due to the proactive customer centric approach. Their sole focus and how they're evaluated, revolves around the success of our customers.</p> <p>Training and Support - The following three services and tools are provided at no additional cost with hardware purchase.</p> <ol style="list-style-type: none"> 1. Pre-Strategy Meeting(s)- Our CS team engages directly with customers to meticulously select KPIs and craft strategic plans that measure success and ROI of post implementation EGYM solutions. This usually happens over several meetings conducted virtually or as needed in person. 2. Monthly Progress Reports - Each month, the CS team provide comprehensive reports on customer's performance against the KPI benchmarks set pre-installation. This sets EGYM apart; while support is necessary and we also provide that, it is reactive to when problems arise. Customer success is an added layer to support, and is proactive in their ongoing support. This consultative approach serves as training for the local managers and directors on how to track progress and achievement of KPIs. These reports provide guidance and training tips if warranted. 3. Edu Portal - EGYM developed the a full online, ondemand Education Portal (Edu Portal) with ongoing training curriculums for new and existing EGYM facilities to use to stay up to date on EGYM trainings and technology and to train new staff. There is no line item or cost for this access as it relates to any courses related to the operation of the purchased items. 4. Customer Training Package (standard) - Required for all hardware purchases. The list price is \$3,500 as described on the *Sourcewell Price Sheet. The Sourcewell price is \$3,150. <p>-New Customer Training Includes onsite training on all EGYM related products and services over 2-3 days. Customer Onboarding Support includes an EGYM expert on site assisting staff to onboard new customers as quickly and efficiently as possible. The training also includes a member engagement event led by the EGYM Trainer to help excite and educate members about EGYM. Training is delivered by highly skilled EGYM Master Trainers.</p> <p>*Related Documents - Sourcewell Pricing List</p>
42	Describe any technological advances that your proposed products or services offer, including manufacturing processes.	<ol style="list-style-type: none"> 1. Smart Fitness Equipment EGYM specializes in providing smart fitness equipment that utilizes advanced technology to enhance the workout experience. This equipment features integrated screens and connectivity options to track workouts, provide personalized training recommendations, and monitor progress over time. The resistance is provided by an electromagnetic motor, unique to EGYM, which offers a smoother and nearly silent exercise experience. 2. Intelligent Training Methods The uniquely powerful, dynamic electromagnetic motor can also adjust resistance in real time based on performance and generate four different types of force. This variety in force allows for negative training which adds more resistance during the concentric phase of the movement, adaptive training which simulates a spotter and adjusts the resistance when the user begins to struggle, explosive training which helps with athletic performance and reaction time with athletes and fall prevention with seniors, and regular training which is similar to the constant resistance experienced on analog strength machines. See the *Personalized Training Programs and Training Methods document for more details on the four types of force the EGYM strength equipment can generate. 3. Fitness Hub's 3D camera is unique to EGYM. The Fitnee Hub 3D camera has the ability scan height and and capture accurate and valid biometrics that enable the Smart Strength machines to automatically fit to the individual user. This highly personalized automatization is more ergonomic and safer than manual settings. This autofit technology also makes setting up users on the Smart Srength machines extremely efficient. The 3D camera also facilitates interactive, on-demand flexibility testing that identifies flexibility deficits and recommends corrective exercises. 4. Synchronized Circuit Training In the circuit configuration the Smart Strength machines can synchronize with a built in timer that provides a highly efficient full body workout in less than 20 minutes for users while providing high throughput and efficiency for operators. As an example, a typical 11 piece Smart Strength circuit will commonly accomodate 500+ memebers a day in less than 450 SF. Usage of similar analog pin select, cable driven, or plate loaded machines would only generate ~100

users in that same square footage. This automatic synchronization effortlessly moves users from one machine to the next allowing each member to do their own personalized workout without being interrupted or having to wait on equipment. In strength areas of the wellness floor where congestion is a problem, this is an excellent solution to relieve overcrowding and mitigate users sitting on machines for extended periods of time.

5. Assessment Driven Workout Prescriptions: Using the assessment information collected from (1) strength testing on the Smart Strength machines, (2) biometric testing on the Fitness Hub, and (3) cardio testing on connected partner devices, EGYM can prescribe highly personalized training programs and prescriptions. This capability is uniquely relevant to the user due to the tremendous amount of assessment data that feeds it. There are 8 *Personalized Training Programs and Training Methods available and endless prescription options. The Personalized Training Programs include: General Fitness, Muscle Building, Body Toning, Weight Loss, Athletic, Metabolic Fitness, Rehab Fitness, Immunity Boost.

6. Machine Learning and AI: EGYM leverages machine learning and artificial intelligence algorithms to personalize workout recommendations for users based on their fitness goals, preferences, and performance history. This adaptive approach helps users achieve better results and stay motivated throughout their fitness journey. It also helps personal trainers prescribe more intelligent workouts to their clients and complete re-assessments with ease.

7. Cloud Based Platform with Simplified Data Aggregation: EGYM's products and services utilize cloud based platforms to store and analyze data, facilitate seamless communication between devices, and enable remote monitoring and management of gym equipment. This cloud infrastructure enhances scalability, reliability, and accessibility for both users and gym operators. The cloud based technology is unique to EGYM in the number and depth of integrations. It's also unique in the user experience, featuring a highly simplified view of all aggregated data (from potentially hundreds of sources) into very easy to understand Bioage and activity points.

8. Bioage EGYM specific metric designed to provide individuals with a deeper understanding of their overall health, wellness, and fitness. Unlike chronological age, which simply measures the number of years a person has lived, Bioage takes into account various physiological factors that contribute to overall health and vitality. Bioage is determined by assessing key health parameters such as cardiovascular fitness, muscular strength, flexibility, and body composition. These factors collectively provide a comprehensive snapshot of an individual's physical condition and can offer valuable insights into their overall wellbeing. By comparing an individual's Bioage to their chronological age, it's possible to gauge how well their body is functioning relative to their age group. For instance, someone with a Bioage lower than their chronological age may be considered to have a higher level of fitness and overall health, while a higher Bioage could indicate areas for improvement or potential health risks.

9. Muscle Imbalance Analysis EGYM Smart Strength machines are continuously analyzing muscle imbalances and asymmetries and reporting it back to the user. Muscle imbalances occur when certain muscles are stronger or more developed than their opposing counterparts, leading to an uneven distribution of strength and functionality. Muscle imbalances are very common in our modern sedentary lifestyle. The consequences of muscle imbalances not only affect physical appearance but also increase the risk of injury and the incidence of orthopedic problems. For instance, an imbalance between the muscles of the quadriceps and hamstrings can lead to knee pain or instability during movements like squats or lunges. Similarly, a disparity in strength between the muscles of the shoulder girdle can contribute to shoulder impingement or rotator cuff injuries. By addressing muscular imbalances and asymmetries through targeted exercise interventions and mindful training practices, users can achieve better overall strength, stability, and movement efficiency, ultimately reducing their risk of injury and enhancing their performance in various physical activities. This analysis is unique to EGYM and the product of the electromagnetic motor, force variety, and periodic strength testing.

10. Gamification with a Purpose Unlike most gamification experiences which are designed to entertain and distract users, EGYM gamification is designed to TEACH and GUIDE members while they have fun. The unique on-screen, dynamic, and interactive user interface guides members to use the appropriate speed and reps with each exercise. The best example of a guided experience for beginners is the EGYM curve where users collect 'coins' along a curved path which guides the user in proper form and pace. This experience generates laughter and a positive emotional experience. Users often describe the EGYM Curve experience similar to 'playing Pacman'. The combination of visual (mind) and physical (exercise motion) cues has also shown application with neurological disease interventions such as Parkinsons, Multiple Sclerosis, and cognitive delay disorders. For advanced users the EGYM Gameday user interface allows users to compete against themselves and other users.

If a user hits one of the high scores they can have their results displayed on a leaderboard. This assessment driven experience feels like a lifting competition but on the back end EYGM is collecting rich assessment data to be applied via the AI engine to workout prescriptions. This elegant balance between 'entertainment' and 'guidance' creates rich data via highly engaging experiences for beginners and advanced users alike.

11. Guidance for All Levels All user interfaces are designed to be used autonomously by users of all technical skill levels. The guidance for strength training on our Smart Strength machines is given just as much thought as the user experience in the app, or the experience completing flexibility or height assessments on the Fitness Hub. The goal is simple, clear, intuitive guidance that any user, at any level, can access. This is particularly helpful in low staff environments where personalized guidance is not realistic.

12. Simplified Data Analytics & Insights: EGYM incorporates data analytics into their products and services, allowing users and fitness professionals to gain insights into workout performance, trends, and user behavior. These insights can be used to optimize training programs, improve user engagement, and enhance overall gym operations. Specifically the usage of KPIs for operators and Bioage for users reflects the much needed prioritization of the MOST relevant data the each stakeholder group requires.

13. Efficient Manufacturing Processes: EGYM implements efficient manufacturing processes to minimize waste, reduce energy consumption, and optimize resource utilization. This commitment to sustainability aligns with their focus on promoting health and wellbeing, both for individuals and the environment.

These technological advances collectively contribute to EGYM's mission of revolutionizing the fitness industry and making the gym work for everyone.

Related documents *Addendums: Addendum C - Personalized Training Programs and Training Methods

<p>43</p>	<p>Describe how advanced technology influenced the design and functionality of your fitness equipment.</p>	<p>1. Smart Features: EGYM's fitness equipment incorporates smart features such as touchscreens, internet connectivity, and integrated sensors. These features enable users to access personalized workout programs, track their progress in real time, and receive instant feedback on their performance. The strength machines use an electromagnetic motor that produces four different types of resistance while keeping the machine quiet and inviting to new and experienced users. The fitness hub utilizes a 3D camera that automatically captures biometrics for ergonomic setup and strength settings on each fitness machine. The camera also captures and analyzes one of a kind flexibility tests for users.</p> <p>2. Data Driven Workouts: EGYM utilizes advanced data analytics and machine learning algorithms to personalize workout recommendations for users. By analyzing individual performance metrics, user preferences, and fitness goals, EGYM smart equipment can tailor workout programs to optimize results and maximize efficiency.</p> <p>3. Interactive (emotionally positive) Training Experiences: EGYM smart equipment offers interactive training experiences that engage and guide users. These interactive elements help motivate users, enhance their focus, and make workouts more enjoyable and effective.</p> <p>4. Integration with Wearable Devices: EGYM's fitness equipment integrates seamlessly with wearable devices such as smart watches and fitness trackers. This integration allows users to sync their workout data across multiple platforms, gain insights into their overall health and fitness, and track their progress over time.</p> <p>5. Remote Monitoring and Management: EGYM's equipment is equipped with remote monitoring and management capabilities, allowing EGYM service to oversee equipment usage, perform maintenance tasks, and troubleshoot issues remotely. This reduces downtime, improves operational efficiency, and enhances the overall user experience.</p> <p>6. Customization and Adaptability: EGYM's fitness equipment is designed to be highly customizable and adaptable to individual user needs. Adjustable settings, personalized workout programs, and user profiles enable users to tailor their fitness routines to suit their preferences, abilities, and goals. EGYM has several configurations that adapt to various business and operational models. This makes the experience of implementation, training, and ongoing management very efficient and sustainable for operators.</p> <p>7. Integration with EGYM Ecosystem: EGYM's smart fitness equipment is part of a larger ecosystem that includes software platforms, mobile apps, and online communities. This integration enables seamless communication between devices, facilitates data sharing and synchronization, and provides users with a comprehensive fitness solution. This allows operators to always choose best in class partners with the confidence that seamless integrations exist that benefit the user and make management of various systems more efficient.</p> <p>Overall, advanced technology has transformed EGYM's fitness equipment into sophisticated, intelligent systems that offer personalized, interactive, and data driven workout experiences for users of all fitness levels.</p>
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44	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>EGYM is committed to setting high standards concerning sustainability. Ultimately EGYM endeavors to reduce the use of these materials whenever possible. EGYM provides an ESG (Environmental, Sustainability, and Governance) summary of our general design and production philosophy. In action, we design our machines for a 7+4 year lifecycle, with a first service life of over 7 years, and actively buyback, refurbish, and remarket the machines for a second 4+ year service period. This dramatically reduces our product waste through maintaining our own circular economy. We are also committed to local production for local consumption, with the vast majority of components currently sourced Europe, with assembly in North America. Activities are ongoing to source more components for the North American market directly in North America.</p> <p>Materials - When not technically possible to avoid the materials, EGYM will utilize established best practices to ensure our supply chains do not come at the expense of human life and rights. EGYM designs all final products and machinery to comply with current RoHS (Reduction of Hazardous Substances) regulations. When sourcing components and materials, RoHS certification must be verified by the manufacturer.</p> <p>Procurement - EGYM believes that every person globally deserves the right to basic freedoms and protections. With the rise of increasingly questionable governance in many countries, we must work to limit the economic support of regimes that do not also strive for these basic human rights standards. When EGYM must procure components and services from regions that do not intrinsically guarantee sufficient protections, EGYM shall independently audit the supplier to ensure local alignment with our values and requirements.</p> <p>Waste - EGYM follows the mantra of “Reduce, Reuse, Recycle”; we will first attempt to reduce and reuse before resorting to recycling solutions. Machines will be designed with long life and “ReUse First” in mind. EGYM shall design its products and processes to reduce the amount of input raw materials and waste products, including designing and specifying components that have a long and serviceable life cycle. Raw materials used should be as low energy, nontoxic, and easily recyclable as possible. Products, components, packaging, and production materials that reach the end of their shelf life shall be responsibly recycled to allow for resource recovery and minimize landfill contribution.</p> <p>Supplier Proximity - To support the reduction of the impact of our business activities on the environment, EGYM will work to choose suppliers that are located close to our customers. This choice also facilitates a reduction in travel and its associated resources</p> <p>Related Document: Addendums: Addendum A - EGYM Sustainability</p>	*
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
46	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*

<p>47</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>EGYM is unique in our strategy to make the gym work for everyone. In that effort we look at every aspect of what helps users succeed or fail in a gym environment. Once user friction is identified, EGYM relentlessly pursues the solution, whether it lies with our product development or a partner experience. With this North Star, EGYM offers unique value to customers and users alike who share that desire. EGYM has accomplished something no one thought was possible by bringing best in class partners together with a shared vision that puts the user experience center stage.</p> <p>The value added attributes of continuous development are most similar to the Apple approach. When someone buys an iPhone they make an up front investment but the apps and functionality they can receive on that iPhone are almost endless. Apple is the hub for millions of connected partners, similar to EGYM Connected Partners. An iPhone also updates with new features and functionalities on it's main platform routinely, similar to EGYM. Lastly, the iPhone is intuitive enough for a 12 year old and an 85 year old to use independently. This is the same mindset that EGYM has in their user experience - personalized and intuitive.</p> <ol style="list-style-type: none"> 1. EGYM Ecosystem & *Connected Partners - more than 150 partner integrations offered to customers at no additional cost 2. Smart Strength Equipment - Automatically adjusted for the user, interactive, responsive, driven by electromagnetic motor 3. Intelligent Training Methods - 8 personalized training plans and 4 distinct types of force 4. Fitness Hub, 3D camera - Full body scanning, enabling automatic settings on Smart Strength equipment 5. Fitness Hub - Flexibility Assessments 6. Assessment Driven Workout Prescriptions - Using available assessment points from EGYM assessments and Connected Partner assessments, produces robust and personalized exercise prescriptions 7. Machine Learning and AI - Informed by assessment, preferences, and actual exercise history. Adding learning to assessment increases the accuracy and enjoyment of workout prescriptions 8. Bioage - EGYM specific metric designed to provide individuals with a deeper understanding of their overall health and fitness. Produced and updated in real time using EGYM assessments and Connected Partner assessments, Bioage is a compelling progress measure. 9. Muscle Imbalance Analysis - Generated via automatic strength tests on EGYM Smart Strength machines, muscle imbalance detection informs corrective exercises and personalized workout prescription. 10. Gameday Assessment Experience - Competitive assessment driven experience collecting rich assessment data to be applied via the AI engine to workout prescriptions. 11. EGYM Smart Cardio Assessments - Simulated VO2 Max tests delivered via *EGYM Connected Partner cardio consoles. 12. Exceptionally high touch Customer Success - Customer described experience with our Customer Success team as unbelievable in their accessibility, knowledge, and partnership. <p>Related Documents - *Addendums: Addendum B - EGYM Connected Partners</p>
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
48	Do your warranties cover all products, parts, and labor?	Yes	*
49	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No	*
50	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
51	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. There are not geographic regions of the United States or Canada which cannot be covered.	*
52	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	EGYM does not cover warranty service for items made by other manufacturers that are part of an EGYM proposal, these warranty issues are passed on to the original equipment manufacturer. The only items sold in this proposal that are from another manufacture is the Seca Platform scale.	*
53	What are your proposed exchange and return programs and policies?	<p>Upon termination of the contract, the purchaser will immediately return all hardware, or provide access for EGYM to retrieve the hardware.</p> <p>For material defect, EGYM is entitled, at our discretion, to supplementary performance in the form of removal of the defective item or delivery of a new item free of defects (replacement delivery). The supplementary performance can also be carried out by cooperation partner companies of EGYM. EGYM's right to refuse subsequent performance under the statutory conditions will remain unaffected.</p> <p>The service in case of a warranty case will be carried out by repair, i.e. repair or exchange of parts at the discretion of EGYM. If a repair is uneconomical or impossible at EGYM's discretion, EGYM will exchange the device for an equivalent replacement device instead of repairing it. The contractual parties agree that replaced parts as well as exchanged devices will become the property of EGYM. During the course of this period, EGYM will remedy justified defects of the standard software by subsequent fulfillment, at its discretion either by removal of the defect or by replacement of a defect free software.</p>	*
54	Describe any service contract options for the items included in your proposal.	<p>Standard warranty covers all products, parts, and labor (excluding malicious damage) for 2 years starting at date of installation. Standard warranty and service agreement also includes: 1 x Annual service per year.</p> <p>Extended Maintenance Contract: As part of any installation package, Sourcewell participating entities can purchase a further maintenance extension contract. The 3 Years 'Premium All In' Maintenance Contract includes standard warranty coverage up to 3 additional years for parts and labor. It includes call out costs, parts, and labor required to fix any issues. Malicious damage is not covered. 3 year Maintenance Contract also includes: 1 x Annual service per year, parts including handle rubber, safety walks/foot grip tape.</p> <p>After 60 months (if applicable) Limited Maintenance coverage is available to purchase additionally at end of 5 year term for an unlimited duration. This includes 1 x annual check up, including call out charges and working hours and a 15% discount on spare parts costs used during repair.</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Terms are full payment Net 30 from the date of Installation and sign off by the customer. *
56	Describe any leasing or financing options available for use by educational or governmental entities.	EGYM suggests the following finance partners for customers who choose to lease. Dext Capital Tiffani Payne Phone: (425) 4185787 Email: tiffani.payne@dextcapital.com dextcapital.com Avtech Leasing Sydney Scharman syscharman@avtechcapital.com Direct: 385.330.3359 Kim Hadfield hadfield@avtechcapital.com Trinity Smith tsmith@avtechcapital.com 6995 Union Park Center, Ste. 400 Cottonwood Heights, UT 84047 www.avtechcapital.com California First Nancy Darnall Direct: (949) 255-0679 Toll Free: (800) 496-4640, Ext. 615 ndarnall@CalFirstLease.com 5000 Birch Street, Suite 500, Newport Beach, CA 92660 Jules and Associates Edward Padilla O: 213.362.5600 x 244 M: 818.606.0294 F: 213.362.5610 515 South Figueroa Street, Suite 1900 Los Angeles, CA 90071 edwardp@julesandassociates.com www.julesandassociates.com *
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	A signed quote serves as an order form. It includes terms and conditions, warranty definitions, and all other relevant disclosures. *Related documents: Sample quote - 6 pieces and a hub *
58	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?	Current acceptable payments are wire transfers, ACH payment, or via check. Although Pcard payments have not been requested in the past, EGYM finance department is open to exploring that as an option. *

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>EGYM prides itself on simple, straight forward pricing. We have included a detailed *Sourcwell Price List in the documents. The Sourcwell discount will be a flat % discount on all list items on the quote with additional volume discounts applied in the same method. The only exception is the enablement of 155+ **EGYM Connected Partner integrations which is done at no cost with compatible EGYM purchase.</p> <p>Related Documents: *Sourcwell Pricing List, **Addendums: Addendum B - EGYM Connected Partners</p>
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Sourcwell participants would receive a 10% discount off list price on each line item in the order. The only exception is the enablement of 155+ **EGYM Connected Partner integrations which is done at no cost with compatible EGYM purchase.</p> <p>Related Documents: *Sourcwell Pricing List, **Addendums: Addendum B - EGYM Connected Partners</p>
61	Describe any quantity or volume discounts or rebate programs that you offer.	<p>The following volume discounts will be applied to qualifying orders. The volume discounts are also reflected on the *Sourcwell Pricing List</p> <p>Additional 1% discount off entire value over \$150K (total discount possible 11%) Additional 2% discount on entire value over 200K (total discount possible 12%) Additional 3% discount on entire value over 300K (total discount possible 13%) Additional 4% discount on entire value over 400K (total discount possible 14%) Additional 5% discount on entire value over 500K (total discount possible 15%)</p> <p>Related Documents: *Sourcwell Pricing List</p>
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	N/A
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	N/A
64	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Sourcwell participants would receive a 10% discount on every line item in the order, including the line items Delivery, Installation, and Setup. These line items are set for a fixed amount, with no differentiation based on distance within the contiguous 48 states.</p> <p>Delivery, Installation, and Setup are provided by a contracted and certified Logistics Partner.</p> <p>*Related documents: Sourcwell Pricing List</p>
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	EGYM reserves the right to charge additional shipping and installation fees at cost plus a reasonable margin outside the contiguous 48 states.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>EGYM utilizes Salesforce as our CRM system. This allows auditing of orders and compliance with contracts such as the Sourcewell contract. We have a strong finance team which has efficiently handled similar contracts in the past with very similar cadences and requirements.</p> <p>Pricing - All quotes requested by Sourcewell participating entities will be tagged in Salesforce and the discounting pricing applied in compliance with the *Sourcewell Pricing sheet. After a signed order is received our order management team will verify accurate pricing again before initiating the order process.</p> <p>Admin Fee Tracking & Payment - Monthly reporting will summarize all orders placed and categorize them according to source, which in this case will be Sourcewell. Administrative fees pending will be calculated on that report monthly and reported quarterly. At the end of each quarter EGYM will send as statement summarizing revenues collected related to Sourcewell contracts and remit payment for admin fees due to Sourcewell. Annual audits by the EGYM Finance Team will ensure all contract revenues were documented and all admin fees remitted to Sourcewell.</p> <p>*Related documents - *Sourcewell Pricing List</p>
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Internal metrics reflect the success of each stakeholder group. EGYM defines three stakeholder groups in the relationship and all three will have success metrics associated with them : (1) Sourcewell, (2) Operators: gym and wellness center staff/leadership (3) Users: members/student/faculty</p> <p>Sourcewell EGYM will measure success with Sourcewell as a partner by the volume of admin fees owed to Sourcewell. Every admin fee paid signals another community impacted positively by EGYM and partner enabled experiences. We would consider success with the Sourcewell contract to be no less than 30K in admin fees in the first 12 months as a result of successfully fulfilled Sourcewell orders from participating entities, with future aspirations of much more than that.</p> <p>Operator EGYM measures operator success by tracking standard metrics such as (1) user adoption and (2) month over month retention. We also create custom KPIs in coordination with the customer that reflect their operational model and goals. Some examples of custom metrics include (1) number of users onboarded in X amount of days, (2) additional revenue, (3) welcome workout attendance, (4) upsell percentage, among others. We work with the customer to identify what is most important to them and identify the right metrics to measure against these goals.</p> <p>User EGYMs North Star is user impact. We measure user success by (1) reductions in Bioage, (2) improvements in muscle imbalances and (3) activity points. These are all indicators of successful health behavior adoption and are reported monthly to the operator and the internal EGYM team.</p>
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>EGYM proposes a 2.0% admin fee</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>At EGYM, we're passionate about creating a smarter, more effective workout experience for everyone. We offer a complete solution that seamlessly integrates innovative strength equipment with a powerful digital platform making every aspect of working out smarter and more engaging.</p> <p>Our intelligent strength training machines take the guesswork out of weight selection - automatically adjusting settings (seat, range of motions, etc) based on user height, weight, workout preferences, strength, and flexibility assessments and limitations. Real time feedback ensures users are performing exercises correctly, maximizing results and minimising risk of injury.</p> <p>EGYM does not stop at strength training, though. EGYM's smart cardio software takes over connected partner cardio screens offering personalized workout programs all while tracking a user's progress, keeping users motivated and engaged. EGYM goes beyond just the machines.</p> <p>EGYM's digital ecosystem is the real heartbeat of the experience. Here, we connect operators and members together to review assessments, track progress, and access personalized workout programs designed by trainers or created by the AI prescription engine. This data integration allows for ongoing analysis, helping users fully optimise their fitness journey.</p> <p>The EGYM Ecosystem includes the following key components and solutions:</p> <p>Hardware</p> <ul style="list-style-type: none"> -18 pieces of Smart Strength Equipment -Fitness Hub with 3D Camera -Platform scale <p>Software</p> <ul style="list-style-type: none"> -Branded Member Apps -Trainer App -Strength Testing -Flexibility Testing -Cardio Testing -Bioage Assessment -Operator Portal <p>*Personalized Training Programs and Training Methods Smart Cardio training experience on **EGYM Connected Partner compatible devices</p> <p>Training and Logistics</p> <ul style="list-style-type: none"> -Onsite Customer Training -Dedicated Customer Success Manager -Delivery and Installation Services -EduPortal <p>EGYM Ecosystem and Cloud Platform with 155+ **EGYM Connected Partner integrations</p> <p>Marketing Materials</p> <ul style="list-style-type: none"> -EGYM Marketing Kit -Swag Kit <p>RFID Bands</p> <p>Related Documents: *Addendums: Addendum C - Personalized Training Programs and Training Methods, **Addendums: Addendum B - EGYM Connected Partners</p>

<p>72</p>	<p>Describe the unique design, features, or attributes of the equipment and accessories offered in your proposal</p>	<p>EGYM's equipment boasts many unique design features and attributes that set them apart from traditional gym equipment:</p> <p>Smart Strength machines: Driven by a nearly silent, dynamic, and powerful motor, EGYM Smart machines provide unique variety of forces not available in analog strength machines. Machines are low profile, and feature a small footprint design. EGYM strength machines are equipped with easy to view and interactive touch screens designed for durability and crisp, responsive graphics. These screens deliver guidance, personalization, results and motivation.</p> <p>Automated Biometric Assessment: The Fitness Hub automates basic biometric height and weight screening that enables automatic strength machine settings on 18 smart strength machines in less than 30 seconds.</p> <p>Flexibility Assessment: Flexibility is typically very difficult to objectively assess outside of physical therapy or occupational therapy settings. The advanced 3D camera in the Fitness Hub guides users through flexibility assessment movements. This one of a kind flexibility assessment provides valuable insights into flexibility deficiencies. The Fitness Hub also provide the user with recommended exercises to address the deficits.</p> <p>Automated Settings & Weight Adjustment: One of the most distinctive features is the automated strength testing and weight adjustment system. EGYM machines use a combination of user profiles, workout programs, and feedback to automatically set the appropriate weight for each exercise and adjust seat and range of motion settings for the user automatically. This eliminates the need for manual adjustments and ensures users are working at the optimal intensity for their goals. The experience of seeing the machines automatically move into position surprises and delights users while reducing barriers and intimidation.</p> <p>Feedback and Safety Integration: EGYM machines provide real time feedback on metrics like reps, speed, and power output. This helps users maintain proper form during exercises, maximize workout efficiency and reduce the risk of injury. Additionally, built in safety features like range of motion limitations prevent accidents and ensure a safe training environment.</p> <p>Personalized User Experience: EGYM equipment integrates seamlessly within its digital ecosystem. This allows users to personalize their workouts by selecting pre designed programs or creating custom routines based on their fitness goals. The machines automatically adjust based on user profiles, ensuring a tailored workout experience.</p> <p>Data Driven Insights: All feedback data collected by the (1) smart strength machines, (2) Fitness Hub, and (3) *EGYM Connected Partner devices and machines is integrated with the EGYM ecosystem, providing valuable insights into workout performance. Users can track their progress over time, identify areas for improvement, and adjust their training plans accordingly. Trainers can also leverage this data to personalise programs further and monitor user progress remotely.</p> <p>Smart Cardio Options: While EGYM excels in intelligent strength training equipment, we also offer a range of smart cardio software options. This software integrates EGYM'S personalized workout programs onto its connected cardio partners' screens. The ability to 'take over a screen' is unique to EGYM and signals the deep, trusting relationship we have with our *EGYM Connected Partners.</p> <p>Rich, yet elegantly simplified data: With the largest ecosystem and cloud platform in the industry users experience rich data and analytics displayed in simple, easy to understand metric - Bioage. Through aggregating thousands of data points from hundreds of partners and then simplifying the data, users can focus on actionable progress and meaningful insights about their strength, cardiovascular, metabolic, and flexibility health. Bioage is naturally compared to chronological age and provides a simple, responsive metric that demonstrates progress when historical metrics of success like weight change on a scale may take longer to materialize. This keeps users motivated during the behavior adoption phase where motivation plays a critical role.</p> <p>Overall, EGYM equipment prioritizes a user centric approach by combining automation, personalized experiences, safety features, and simple, data driven insights to create a smarter and more effective workout experience for all fitness levels.</p> <p>Related Documents: *Addendums: Addendum B - EGYM Connected Partners</p>
<p>73</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and</p>	<p>Within the EGYM Hardware Products there are two categories: Strength - EGYM Smart Strength Assessment - Fitness Hub</p>

services.

Within the EGYM Ecosystem and Cloud Platform there are 5 categories: Whether members are working out on EGYM products, *EGYM Connected Partner integrated equipment, or using member apps and wearables – EGYM enables a fully connected workout experience and progress tracking across our entire ecosystem. There are 155 live integrations with approximately 50 more in progress. As a truly open platform, EGYM provides an aggregated and simplified training experience and progress data to members, operators, and partners.

Cardio Equipment: Automatically synchronizes user workout data, and provides on-demand cardio testing, personalized cardio programs, and cardio workout prescriptions. Analysis from the cardio workouts and testing feeds member cardio bioage.

Matrix
 Precor
 Life Fitness
 Core Fitness
 BH Fitness
 Intenza
 Pulse Fitness
 StairMaster
 Star Trac
 SportsArt
 TRUE Fitness
 Power Plate
 Sensopro

Body Analysis: Results of body analysis from compatible partner equipment are captured in the EGYM Cloud. Trainers and members can conveniently access them anywhere via the EGYM apps or right on the training floor with the EGYM Fitness Hub. Data from body analysis feeds member metabolic bioage.

AccunIQ
 InBody
 Cardioscan
 Mobee 360 (SportMed)
 Scaneca
 seca
 Tanita
 Withings Scales

Strength Equipment: Connected strength equipment from third-party providers enables user-friendly logins with the EGYM RFID and synchronizes workout data to the EGYM Cloud, providing users with a complete overview of all their activity.

Matrix
 BH Fitness
 Fittrack
 Power Plate

Apps & Wearables: Many members already track part of their workout activities with their own apps & wearables. Most of the leading providers are already compatible with the EGYM Cloud, making it easy for members to connect other apps and devices to your app.

Apple Health
 Fitbit
 Garmin
 MapMyFitness
 Misfit
 MyFitnessPal
 MyZone
 Polar
 Runkeeper
 Strava
 Suunto
 TomTom
 Withings

Management Software: Data from connected member management systems automatically synchronize with EGYM.

ABC Financial
 Activ Konzepte
 Advantage (Softwert)
 Agilea
 Aideo
 Antaris
 ASF
 B.O.S.S

Box-Planner
BRP
Canvas
CCC Web Time API
CEDIS
Club Manager
ClubAutomation
ClubPlanner BE
ClubPlanner NL
ClubReady
ClubRight
ClubSystems
Clubware
Coach 3 (Xploration)
Comped
Compis (Cenplex)
Credlock
CTRL+
Daxko
Deciplus (Lodecom)
Deporwin (T-Innova)
DEWI
Disdatas
DMS Solution (DELCOM)
Eccos Pro
Echino
eFitness
èlan
EXERP
Fit Easy
Fitness Force
Fitness Nation
Fitness Office
FitXP
Fizikal
FlexyBox
GestiGym Software
Gladstone
GloFox
GoldsGym
Google Calendar Integration
Google Drive Integration for L0
GPASoft
Grib
GroupEx Pro
Gym Control
GYMEX
GymMaster
Gymme
GymSystem
Hacomono
Hector
HEITZ
Hyperion
IMASS
Informaticon
intratech
Jazzercise Integration
Jonas Fitness
Kennwort Consulting
Konsequent-Software
lautrelabo
Legend (Xplor)
LocalFitness
Logifit
LUCY (UGLY solution)
M.A.C. Centercom
Magicline API V1
Magicline V2 (OpenAPI)
Medina
Membr
Mevea
MotionSoft Club
MotionSoft Enterprise
MSL
MyAccessWeb (GSInformatique)

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		<p>n-tree Omesa (BeSport) OSE Paramount Acceptance PerfectGym Personify Poliwin PraxWin Preva ProFit ProinF ProNummus Proof Point Provis Reclique Core Resamania / Xplor Gym Salesforce/TractionRec SCV and CBS for DWFF Sentinel (Scope Software) SGA SLIM Smile (part of Eversports) Softplus Sport Consulting Sport Solution SportMan SporTrick SportsNow StudioManager SysTeam TAC TeamUp Terra Software The Gym Group themisoft Theorg Ticos (former: Interbrain) TIM Virgin Active SA VirtuaGym Volution XN Leisure YMCA of Greater Charlotte YOND</p> <p>Current as of May 2024. More integrations are being added as the complete testing phase. Customers or partners interested in an integration partner not on this list can connect with our partner integration team to request integration.</p> <p>Related Documents: *Addendums: Addendum B - EGYM Connected Partners</p>
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
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74	Individual or group cardio training equipment and related accessories.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Via *EGYM Connected Partner integrations, the EGYM Ecosystem can connect cardio equipment with EGYM to automatically synchronize member workout data with the EGYM cloud and contribute towards activity points, challenges and levels, and in some cases, enable cardio testing. EGYM personalized cardio workouts are also delivered via EGYM Connected cardio devices. This data feeds the member Bioage metric and informs cardio prescriptions generated by the EGYM guidance engine or designed by personal trainers. Best in class EGYM connected cardio partners include:</p> <p>Matrix Precor Life Fitness Core Fitness BH Fitness Intenza Pulse Fitness StairMaster Star Trac SportsArt TRUE Fitness Power Plate Sensopro</p> <p>Related documents - *Addendums: Addendum B - EGYM Connected Partners</p>
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75	Individual or group strength, agility, and mobility training equipment and related accessories.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Individual Strength - EGYM Smart Strength and **EGYM Connected Partners provide personalized, guided and progressive workouts to individual users. Workouts can be self guided, fully guided, or prescribed by a personal trainer.</p> <p>Group Strength - In the circuit configuration the strength machines can synchronize providing a highly efficient full body workout in less than 20 minutes for users. This automatic synchronization effortlessly moves users from one machine to the next allowing each member to do their own personalized workout in a group of other exercisers without being interrupted or having to wait on equipment.</p> <p>Efficiency for Operators - In strength areas of the wellness floor where congestion is a problem, this is an excellent solution to relieve overcrowding and mitigate users sitting on machines for extended periods of time.</p> <p>Athletic - The EGYM *Personalized Training Programs and Training Methods include an athletic specific program and Exponic and Negative force ideal for athletic training and return to play protocols.</p> <p>Related Documents - *Addendums: Addendum C - Personalized Training Programs and Training Methods, **Addendums: Addendum B - EGYM Connected Partners</p>
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76	Equipment and related accessories for vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Assessment - In rehab protocols assessment is crucial to measuring progress. EGYM can assess across multiple dimensions</p> <ol style="list-style-type: none"> 1. Strength testing on 18 EGYM Smart Strength Machines: 1 Rep Max and Muscular endurance 2. Biometric and flexibility testing on the Fitness Hub 3. Cardio testing on *EGYM Connected Partner devices, simulated VO2 max testing <p>Results - EGYM can then report results in the following categories.</p> <ol style="list-style-type: none"> 1. Muscle imbalances 2. Flexibility deficits 3. 1 rep max strength (18 different exercises) 4. Bioage - strength, metabolic, cardio, flexibility <p>Prescription - EGYM can prescribe highly personalized training programs based on assessment results.</p> <p>Progress tracking - EGYM tracks and reports progress in strength, flexibility and cardio improvements over time. Retesting is available at any time.</p> <p>Rehab - The EGYM *Personalized Training Programs and Training Methods include a rehab specific program featuring Adaptive and Negative force ideal for rehab and return to play protocols. The Smart Strength Machines can also accommodate and automatically guide limited range of motion on any exercise.</p> <p>Related Documents - *Addendums: Addendum C - Personalized Training Programs and Training Methods, **Addendums: Addendum B - EGYM Connected Partners</p>
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77	Technology and online or virtual programming related to the equipment and accessories described in Lines 74-76 above, such as integrated devices, subscription services, and fitness programming	<input checked="" type="radio"/> Yes <input type="radio"/> No	<ol style="list-style-type: none"> 1. Smart Strength Equipment 2. EGYM's Ecosystem and Cloud Platform, **EGYM Connected Partners 3. Fitness Hub 3D camera 4. Synchronized and Automated Circuit Training 5. Assessment Driven *Personalized Training Programs and Training Methods 6. Machine Learning and AI 7. Cloud Based Platform with Simplified Data Aggregation 8. Bioage 9. Muscle Imbalance Analysis 10. Gamification & Gameday <p>Related documents - *Addendums: Addendum C - Personalized Training Programs and Training Methods, **Addendums: Addendum B - EGYM Connected Partners</p>
78	Services related to the equipment described in Lines 74-76 above, including training, testing or calibrating, maintenance or repair, installation, design, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the equipment and accessories being proposed	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Training - New Customer Training includes onsite training on all EGYM related products and services over 2-3 days. Customer Onboarding Support includes EGYM expert on site assisting staff to onboard new customers as quickly and efficiently as possible. EGYM EduPortal provides ongoing virtual training and certification ensuring your staff remain EGYM experts even during periods of turnover.</p> <p>Remote Monitoring and Management - EGYM's equipment is equipped with remote monitoring and management capabilities, allowing EGYM service teams to oversee equipment usage, perform maintenance tasks, and troubleshoot issues remotely. This reduces downtime, improves operational efficiency, and enhances the overall user experience.</p> <p>Installation - Delivery, installation, and setup are provided by a contracted and certified Logistics Partner.</p> <p>Design - EGYM can produce floor plans and layout designs for the Sourcwell Participating Entities related to EGYM equipment and any *EGYM Connected Partner equipment. EGYM can also provide program graphics and collateral in the marketing kit that helps communicate the various **Personalized Training Program and Methods to members.</p>

Warranty & Service Programs
Standard warranty covers all products, parts and labor (excluding malicious damage) for 2 years starting at date of installation.

***Extended Maintenance Contract: As part of any installation package, Sourcewell participating entities can purchase of a further maintenance extension. The 3 Years 'Premium All In' Maintenance Contract includes up to 3 additional years parts and labour. Includes call out costs, parts and labour required to fix any issues. Malicious damage is not covered. 3 year Maintenance Contract also includes: 1 x Annual service per year, parts including handle rubber, safety walks/foot grip tape.

After 60 months (if applicable) Limited Maintenance coverage is available to purchase additionally at end of 5 year term (for an unlimited duration) this includes 1 x annual check up, including call out charges and working hours, 15% discount on spare parts costs used during repair, USD 10 per month per machine

Related Documents: *1. Smart Strength Equipment
2. EGYM's Ecosystem and Cloud Platform, **EGYM Connected Partners
3. Fitness Hub 3D camera
4. Synchronized and Automated Circuit Training
5. Assessment Driven *Personalized Training Programs and Training Methods
6. Machine Learning and AI
7. Cloud Based Platform with Simplified Data Aggregation
8. Bioage
9. Muscle Imbalance Analysis
10. Gamification & Gameday

Related documents -
*Addendums: Addendum C - Personalized Training Programs and Training Methods, **Addendums: Addendum B - EGYM Connected Partners, ***Extended Maintenance Contract

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 79. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

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](#) - Sourcewell Pricing List.pdf - Wednesday May 15, 2024 16:11:50
- [Financial Strength and Stability](#) - EGYM Financials.pdf - Wednesday May 15, 2024 16:09:46
- [Marketing Plan/Samples](#) - Co-Branding Samples.pdf - Tuesday May 14, 2024 12:43:00
- [WMBE/MBE/SBE or Related Certificates](#) - Statement of Conformity document.pdf - Tuesday May 14, 2024 17:35:20
- [Warranty Information](#) - EGYM Maintenance Contracts.pdf - Thursday May 16, 2024 13:26:00
- [Standard Transaction Document Samples](#) - Sample quote - 6 pieces and a hub.pdf - Tuesday May 14, 2024 12:44:11
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Addendums.pdf - Thursday May 16, 2024 12:41:20

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_RFP_052324_Fitness_Equipment Thu May 9 2024 03:43 PM	<input checked="" type="checkbox"/>	6
Addendum_3_RFP_052324_Fitness_Equipment Mon May 6 2024 01:32 PM	<input checked="" type="checkbox"/>	2
Addendum_2_RFP_052324_Fitness_Equipment Wed April 17 2024 12:33 PM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_052324_Fitness_Equipment Thu April 11 2024 02:06 PM	<input checked="" type="checkbox"/>	1