



**Solicitation Number: RFP #052324**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SportsArt America, Inc., 5900 36<sup>th</sup> Ave. W., Building C, Suite 100, Everett, WA 98203 (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 Sourcwell 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 Sourcwell 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

SportsArt America, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 7/29/2024 | 10:09 PM CDT

DocuSigned by:  
*Ruben Mejia*  
6146CC0FAE7C421...  
By: \_\_\_\_\_  
Ruben Mejia  
Title: Executive Vice President  
Date: 7/29/2024 | 3:47 PM PDT

# RFP 052324 - Fitness Equipment with Related Accessories and Services

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## Vendor Details

Company Name: SportsArt America, Inc  
Address: 8217 44th Ave W  
Suite A  
Mukilteo, WA 98275  
Contact: Kimberly OLaughlin  
Email: kim@gosportsart.com  
Phone: 425-481-9479 214  
HST#: 91-1703874

## Submission Details

Created On: Friday May 17, 2024 16:26:03  
Submitted On: Wednesday May 22, 2024 21:18:48  
Submitted By: Kimberly OLaughlin  
Email: kim@gosportsart.com  
Transaction #: e59eb419-01bb-4549-86f5-62c461e7a37a  
Submitter's IP Address: 68.22.245.224

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**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")	SportsArt America, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	There are no subsidiary entities to name.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	SportsArt Fitness
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI PTMKJELNX9X1 · CAGE 3ULD9
5	Proposer Physical Address:	5900 36th Ave W Building C, Suite 100 Everett, WA 98203
6	Proposer website address (or addresses):	www.GoSportsArt.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):	Ruben Mejia Executive Vice President 5900 36th Ave W Building C, Suite 100 Everett, WA 98203 RMejia@GoSportsArt.com 425-481-9479 ext 213
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kimberly O'Laughlin Regional Sales Manager 5900 36th Ave W Building C, Suite 100 Everett, WA 98203 Kim@GoSportsArt.com 214-533-4108
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	John Price Director of Dealer Sales 5900 36th Ave W Building C, Suite 100 Everett, WA 98203 JohnP@GoSportsArt.com 913-909-3488

**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>SportsArt began in 1977 as a supplier of high-quality OEM (original equipment manufacturer) parts for other manufacturers. It soon became apparent to Paul Kuo, our company founder, that the only way to fulfill his mission—to engineer beautiful, smart, durable, innovative products and technologies that sustain the health of people and our planet—was to develop products under his own brand. Since that time, SportsArt has established itself as a pioneer in sustainable fitness, innovating design and manufacturing premium fitness equipment that helps people reach their highest potential and protects our planet.</p> <p>The heart of SportsArt's brand comes together in our ECO-POWR™ line, the world's only energy-generating cardio equipment. Featuring our patented technology, ECO-POWR™ captures 74% of the energy generated during a workout and feeds it back into the grid. Along with ECO-POWR™, SportsArt offers a full range of high-quality cardio, strength and rehabilitation equipment for the fitness and medical/rehabilitation markets. Our customers have come to trust SportsArt for our dedication to service, durability and cutting-edge technologies.</p> <p>Our state-of-the-art, 500,000+ square foot manufacturing space is ISO-14001 certified, enabling us to design, manufacture and test our products in a way that reduces overall environmental impact while ensuring the quality and integrity of the products.</p> <p>Staying true to our roots we continue to operate as a vertically integrated manufacturer utilizing advanced innovation and technology producing products from factory to final product. Robotic welders, computerized inventory management, multiple computerized powder coat lines, quality assurance protocols, proprietary testing equipment and an atmosphere control room for electronic testing are just some examples of what is used in our factory. These technological innovations ensure a consistent, quality product that result in products found globally for well beyond the standard industry life cycle. It is not unusual to hear customer testimonials that have product still in use after 15+ years.</p> <p>Our commitment to service means the customer's SportsArt equipment will be installed and set up by authorized, qualified dealers and service technicians. And, in the event that a SportsArt product needs service, authorized dealers and/or authorized service providers are available to provide service in order to maintain your warranty. All backed by our standard and industry leading warranty inclusive of normal wear and tear items.</p> <p>Conducting business worldwide requires a commitment to product quality and safety. In addition to ISO 9001 quality certification, ISO 14001 certification for environmentally sound practices, and ISO 13485 Certification for Quality Managements Systems, SportsArt products are also CE and ETL-C approved. Today, SportsArt is one of the world's largest single-brand manufacturers and sold in over 80 countries.</p> <p>SportsArt is also one of the only remaining companies in the industry after 47 years to still remain privately owned and with the Founder still at the helm.</p> <p>We believe that every step, pedal, and stride is an opportunity to power a movement and change the world—one workout at a time. By creating fitness solutions that positively impact users, partners and our planet, SportsArt is inspiring performance for our shared world.</p> <p>CORE VALUES          WE BELIEVE          that serving others is more rewarding than serving ourselves.          WE BELIEVE          in staying passionate about improving lives and improving the fitness industry.          WE BELIEVE          in innovation with purpose. The goal of our advancements is always to serve end users, customers and the world.          WE BELIEVE          in supporting our local and global communities through our time, talents and charitable giving.          WE BELIEVE          in the power of healthy relationships. Treating customers, partners, team members, and ourselves with respect and dignity is part of our DNA.          WE BELIEVE          in holding ourselves and our partners accountable.          WE BELIEVE          that protecting the planet is our responsibility.          WE BELIEVE          that diversity makes our company and our world stronger. We are committed to equality and inclusion in everything we do.</p> <p><a href="https://link.us-1.lytho.us/b/17164126438361b4932bb-db52-469b-bf6e-84338d92fb50">https://link.us-1.lytho.us/b/17164126438361b4932bb-db52-469b-bf6e-84338d92fb50</a></p>
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11	What are your company's expectations in the event of an award?	We strive to create a network of like-minded partners focused on inspiring positive social impact and stewarding our beautiful planet. If we are awarded the Sourcwell contract again we plan to continue driving sales and awareness with our over 255 dealer partners in the US & Canada as well as our growing direct commercial sales team. We plan to continue to educate our dealer partners and customers on the benefits and unique advantages of Sourcwell and the support provided. We understand that the pressures the world has faced over the last several years has impacted many and we hope to continue to build and keep the momentum going for future success. In addition, we firmly believe that we can offer a unique and compelling solution to the many (and growing) Sourcwell members looking for a sustainable and unique solution when it comes to their fitness, rehabilitation and wellness needs.	*
12	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.	SportsArt is a privately held company and has been so since 1977 under the original ownership (which is rare in this industry). We are financially sound and the company has never been part of a bankruptcy, receivership or insolvency proceedings, etc. The SportsArt D&B is #944741834. Throughout the last several years when nearly all other companies in our industry have had layoffs, etc. we did not. We continued to support our customers and the industry by having products and parts in stock as well as full time staff, etc. available as we always have. We have worked tirelessly to continue the advancement of the products and technology releasing over 75 new or updated products when most were shut down or on significant delays with existing products. We launched an entirely new information HUB that is continually being updated and expanded with new materials for our partners. We also completed and launched a new educational video series for all of our strength products. In addition, we tried to minimize the impact to our customers of the historical raw materials and ocean freight increases by not passing on price increases during the covid era as others did. We would not have been able to do these things if we were not an ethically and financially responsible company. As a privately held company we do not release financial information. We do have a plethora of customer references and media recognition also to support. Examples of that information can be found here: <a href="https://www.gosportsart.com/markets/spotlights/">https://www.gosportsart.com/markets/spotlights/</a> & <a href="https://www.gosportsart.com/media/">https://www.gosportsart.com/media/</a>	*
13	What is your US market share for the solutions that you are proposing?	SportsArt has historically been a dealer eccentric company. We believe having partnerships with a regional presence allows the opportunity to engage, work and giveback to local communities. We have in recent years put additional focus on our direct to consumer channel. We have positioned our sales force within the region they manage in order to better serve our growing customer base. We estimate that our market share encompassing this RFP is approximately 15%. As far as sustainable fitness (ECO-POWR) we hold 100% of the market share. We have positioned ourselves for continued growth in these segments.	*
14	What is your Canadian market share for the solutions that you are proposing?	SportsArt has had longstanding dealer partnerships and customers in the Canadian market. We have recently added a longtime industry veteran to our Canadian direct to consumer team positioning ourselves for further growth. We estimate currently our market share to be 12.5% and in the sustainable fitness (ECO-POWR) category a 100% market share.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	SportsArt has never petitioned for bankruptcy.	*
16	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. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	SportsArt is best described as a manufacturer. We have been in business for over 47 years. It has been said that we are not only one of the oldest manufacturers in the industry but also the oldest family owned and operated manufacturer with the Founder still at the helm and sharing his passion and expertise to the daily operations of the business. This has fostered the spirit of partnership and loyalty amongst our 250+ dealer relationships in the US & Canada. We work together with our dealer partners to provide 360 degree turnkey solutions to the end customer. We hold our dealer partners to a level of excellence that our customers have grown to expect by offering training, support and other programs to encourage growth and exceptional service. Not only do we pride ourselves on our dealer partnerships but the tenure and experience of our sales team divisions that are responsible for managing our dealer and direct to consumer sales channels. With vast industry experience encompassing nearly every aspect of the fitness, rehabilitation, performance and wellness industry and an average tenure of 13 years with the company we offer a stable and experienced staff to provide solution based options to our existing and prospective customers. In addition, we have over 1100 service techs available in the field to support any service or installation need. We hold our service tech training workshops and certifications to continually advance the field training and support. We also have an in house customer service support team vs an outsourced call center with tier level communication approach. Our goal is to simplify communication and provide a more hands on approach to our customer's needs.	*

17	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.	With over 47 years in the manufacturing business, SportsArt has achieved many certifications. We have continued to challenge the status quo in an industry that does not have many requirements. Here is a brief list of some of our certifications: CSA IEC EN ETL EMC FCC UL ISO 9001 9002 14001 9005, TUV NORD, ISO 13485, EN ISO 20957-1, CE, ETL-C In addition, as a company we have achieved numerous patents (over 150) and been the catalyst for many industry trends over the years.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	At the time of this submittal, SportsArt certifies that to our knowledge we have never been placed on a list by and local, state or federal list for Suspension or Disbarment.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	SportsArt has achieved many awards over the years. A few to mention are: IHRSA Associate Member Of The Year 2020 Taiwan Excellence Silver Award 2020 Taiwan Excellence Silver Award 2021 Elevate Innovations Award 2019 Consumer Report Award 2019 da Vinci Innovation award for ICARE device Various Patents <a href="https://link.us-1.lytho.us/b/1716413776474cd213416-9967-48c9-b830-a468bef8b295">https://link.us-1.lytho.us/b/1716413776474cd213416-9967-48c9-b830-a468bef8b295</a>	*
20	What percentage of your sales are to the governmental sector in the past three years	SportsArt data shows that our governmental sector sales are 5% of sales over the last 3 years.	*
21	What percentage of your sales are to the education sector in the past three years	The education sector represents 6.7% of sales over the last 3 years of SportsArt sales.	*
22	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?	Our current Sourcwell contract is our primary contract that we utilize. We do also currently hold a TIPS contract. Because we are private company we do not disclose financial data.	*
23	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?	We currently do not hold a GSA or SOSA directly. We have dealer partners that solely focus on that segment of the market. In addition we have worked together with our dealer partners to achieve various awarded contracts and will continue to help grow and leverage these partnerships to best serve our customers and the market segments. These contracts range in dollar amount and contract length. Most recently a 5 year, multi-million contract was awarded through the VA for our products exclusively. We hope to promote and utilize the Sourcwell contract for future opportunities both with our dealer partners and our commercial sales team.	*

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
York University Toronto CA	Art McDonald	905-806-1144	*
FCI - Federal Bureau of Prisons	Lanz Vongkhamchanh	lvongkhamchanh@bop.gov	*
Cabot Park & Rec	Travis Young	501-605-1506	*
BSW Health	Megan Rogerson	megan.rogerson@bswhealth.org OR 254-724-6007	
University of Michigan	David Siegle	siegle@umich.edu	

**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 *
City of Lonoke	Government	Arkansas - AR	Fitness Center Renovation - Traditional Cardio, ECO-POWR & Strength Equipment	\$5,000-\$200,0000	\$300,000
York University	Education	ON - Ontario	Fitness Center Renovation - ECO-POWR Cardio	\$375,000	\$375,000
Weber State University	Education	Utah - UT	Fitness Center Cardio / ECO-POWR	\$50,000	\$50,000
BSW Health	Non-Profit	Texas - TX	Rehabilitation, Wellness, Employee Fitness / Cardio & Strength	\$3500-\$50,000	\$150,000
Cabot Park & Rec	Government	Arkansas - AR	Fitness Centers	\$5,500-\$175,000	\$250,000

**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 *
26	Sales force.	SportsArt has a longstanding and committed sales team with vast industry experience of over 25 years individually, encompassing nearly every aspect of the fitness and wellness industry and an average tenure of 13 years with the company. This allows us to offer a stable and experienced staff to provide solution based options to our existing and prospective customers. We have a dedicated team whom are responsible for their regional territory. This allows each team member to focus and give dedicated attention to our customers. We have 8 territory managers and are committed to adding to our team for future growth. In addition, we are positioned in over 80 countries globally that have their own sales team for each market.
27	Dealer network or other distribution methods.	The long tenure of our sales team has helped immensely in developing relationships with our dealer partners. Many of these partnerships were developed in the early days of our history and continue to this day. SportsArt has over 255 dealers in North America alone. We work together with our dealer partners to provide 360 degree turnkey solutions to the end customer with complete coverage in North America. Many of our dealers hold their own inventory, service departments and installation teams to offer the end customer reliable service and quick turn around times. We hold our dealer partners to a level of excellence that our customers have grown to expect by offering training, support and other programs to encourage growth and stability. We are constantly evaluating this division and our distribution partners to make sure we are aligning with the industry's needs.



28	Service force.	<p>Being a vertically integrated manufacturer for over 47 years has its advantages. It allows us tighter control in the complete process from design to raw material and finally to the finished product. This is the case not only with finished products but the parts that make these products whole. Over 85% of the components that make up our products we design, engineer and manufacture ourselves including our motors. We have an in house, full time customer service support team vs an outsourced call center and tier level communication approach used by many. We believe in simplifying the communication as much as possible and providing a more hands on approach to our customer's needs.</p> <p>Our team has access to over 6500+ individual part numbers for current and dated products in the field that are readily available for any maintenance or service need. This allows us to provide parts for products that have well expired out of their life cycle and not be limited by a third party supplier or a change in manufacturing plants as others are challenged by.</p> <p>We have a network of over 1100 service techs available in the field to support any service or installation requirement.</p> <p>We hold service tech training workshops and certifications to continually advance the field training and support. SportsArt also makes these certification and workshops available to the end customer should they have an in house maintenance team that would like to manage their own facility needs.</p> <p>SportsArt also recently combined our warehouses into a new, expanded and more centrally located, just outside of Seattle in Everett, WA . This location will house all finished goods and parts under one roof. This will allow us to reduce our carbon footprint along with automated LED lighting, enhanced insulation, electric forklifts, as well as updated racking systems that we can optimize and increase inventory levels. This new warehouse goes along with our philosophy of being committed to leading the fitness industry in eco-friendly and sustainability action as well as the continued manufacturing and research of our products.</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.	<p>We have worked to make our order process as simple as possible for Sourcewell contract members. Our dealer partners send a PO in to our orders processing team and their sales rep. They must furnish a copy of the PO from the Sourcewell member and their member number. From there any special freight, installation services are added or quoted. The order confirmation is sent back to the dealer and confirmed. The order then goes to our accounting department for approval and processing. From there it is sent to the warehouse for shipping. Once shipped the dealer will receive the tracking info. This process depending on when the order is sent in, is typically complete within 48-72 hours. For our direct commercial team the process is still very similar however it begins with the quote to the member. The customer/member will digitally or wet sign off on the quote or provide a PO. We then proceed with the above process except the tracking number or installation info would be made and coordinated with the end customer instead. For all Sourcewell orders we have a checks and balances system in place that the territory rep is responsible for putting a copy of the order and document the transaction in a live file. This is then reconciled with the operations/accounting team. We are also in the process of updating and migrating to a new ERP system that will streamline operations, etc. further.</p>
30	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>SportsArt has a full time in house customer service department. We strive to align our customer service department with our core values and "that serving others is more rewarding than serving ourselves".</p> <p>Once contact is made a tech will respond same day in most cases (depending on time zone, time and day of submission) via phone or email to answer questions, troubleshoot, and/or remedy any additional issues. Our in house customer service techs are rigorously trained and are provided with continuing support and training. Our customer service supervisors and department manager can also monitor/observe calls and emails for training purposes and or assistance should it be necessary. We strive to keep the call wait time under 2 minutes and find a resolution as quick as possible to avoid unnecessary delays. In addition, we work with our vast network of over 1100 field technicians to provide expedient service. Our team has also worked individually with onsite maintenance or facility engineers in cases that is a preferred method of resolution. To check quality assurance we routinely and randomly send out follow up questionnaires, etc. This information is critical to our leadership team to monitor and make adjustments or changes as needed.</p> <p>A customer service tech is available by calling 866.709.1750, via email at <a href="mailto:service@gosportsart.com">service@gosportsart.com</a> or by reaching out via our website contact us form <a href="https://www.gosportsart.com/contact/">https://www.gosportsart.com/contact/</a>.</p> <p>All service inquiries are tracked by the product serial number and logged. If the customer cannot locate the serial number our support team can assist them. Should parts or an onsite service tech be needed our customer service team will issue a unique work order number and facilitate this to completion.</p> <p>We typically utilize UPS or FedEx for parts shipping. Our data shows we have been able to fulfill over 90% of parts within a 24 hour period. Our ultimate goal is to always support and assist the customer in a timely and constructive fashion.</p>

31	Describe the serviceability of the products included in your proposal (parts availability, technical support, etc.)	Our serviceability and quality assurance is exemplified by the fact that SportsArt has never had a recall through CPSC (Consumer Product Safety Commission). SportsArt maintains a data base with all products that have been manufactured. Our team has access to necessary part diagrams, lists, service documents, etc. Technicians have access to our digital data base via our online portal. We have also began the creation of service and installation videos to make field support even easier. We house over 6500+ individual part numbers with the appropriate inventory to support quick and expedient service resolutions to our customers. As a vertically integrated manufacturer we are able to house and support products not only in a timely fashion but for much longer whereas others are reliant on 3rd party manufacturing or suppliers.	
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As one of the oldest manufacturers in the industry we will continue to provide our products and solution based service to the US. Between our growing direct commercial sales division and our expansive dealer network of over 255+ companies we have the ability to provide a turnkey solution to our customers and Sourcewell members. As previously stated we have updated not only our warehouse infrastructure but also our internal ERP and operations to prepare for future growth. We are ready and accept the challenge for future growth. We have the ability and market knowledge to offer not only an extensive product portfolio but also a unique market advantage of providing a sustainability solution. In order to honor all Sourcewell members no matter their budget, etc. we will also not impose a minimum order threshold.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As answered in Question 32, we are fully engaged and ready to support the North American marketplace including Canada as we have done for many years. We have expanded our direct sales force with an industry veteran with an impeccable track record to assist with this growth both in sales and operationally. In order to honor all Sourcewell members no matter their budget, etc. we will also not impose a minimum order threshold in the Canadian market.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	SportsArt will be able to serve all areas geographically through the proposed contract.	*
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?	SportsArt will be able to serve all of Sourcewell's participating entity sectors.	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	SportsArt does not have any requirements or restrictions to serve participating entities in Hawaii, Alaska or in US Territories.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
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<p>37</p>	<p>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>	<p>SportsArt has an in-house marketing team where all marketing efforts are coordinated and managed. We also have enlisted the services of a third party PR and marketing company to assist further with our market growth. In addition, we have a skilled sales team and expansive dealer network to support the diverse membership base of Sourcewell. Should SportsArt be awarded the Sourcewell contract again, we will issue a new press release, social media (LinkedIn) post(s) and an internal memo to all employees and dealer partners including a link to the Sourcewell website and contact information for inquiries or assistance in marketing to existing and potential customers. We realize that our dealer network will be very important to the success of the contract in addition to our growing direct commercial sales division.</p> <p>SportsArt will update and can provide a dedicated internet web-based homepage that can contain or link to the following:</p> <ol style="list-style-type: none"> <li>1. Sourcewell standard logo</li> <li>2. Copy of original RFP or IFB, Master Agreement including any amendments</li> <li>3. Product information</li> <li>4. Promotional material as requested by Sourcewell</li> <li>5. A dedicated email address for general inquiries - Example: sourcewellinfo@gosportsart.com</li> </ol> <p>SportsArt can collaborate marketing efforts with Sourcewell members in the following ways (and will be adaptable and flexible to try new ideas):</p> <ol style="list-style-type: none"> <li>1. Maintain the Sourcewell marketplace and find ways to promote that tool</li> <li>2. Press releases on any justifiable installation via our PR company, social media and/or website</li> <li>3. Multimedia public relation campaigns</li> <li>4. Product educational materials</li> <li>5. Social Media cross-promotion</li> <li>6. On-site support</li> <li>7. Special event support</li> <li>8. 2D/3D Design layouts</li> <li>9. Trade show support</li> </ol> <p>SportsArt has and will increase education to its dealer network on utilizing the Sourcewell contract:</p> <ol style="list-style-type: none"> <li>1. Coordinate with the Sourcewell team for virtual education meetings</li> <li>2. SportsArt conducted educational meetings with dealer sales team and staff</li> <li>3. SportsArt custom flyers with contract number, etc. for the particular market segment</li> <li>4. Regular best practice reminders via our dealer newsletter, etc.</li> <li>5. Leverage the Sourcewell team's unique knowledge and perspective in growing the contract usage</li> </ol> <p>SportsArt utilizes various marketing channels to promote and educate users of our products. We are always open to collaborating with our partners and coming up with creative campaigns that benefit all parties.  <a href="https://www.gosportsart.com/sourcewell/">https://www.gosportsart.com/sourcewell/</a></p>
<p>38</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>The SportsArt marketing team utilizes a variety of platforms to communicate to our customers and the various market segments. Our team also utilizes a variety of data, analytics and metrics to see how that communication is performing and resonates with the market. This information is critical to be able to adapt communications and marketing to make the most impact. The marketing automation platform also flows down to our sales team. This information is readily available for our team to be able to connect real time when the interest is the highest if contact is made. It also allows us to see activity on our web page, emails, newsletters, campaigns, etc. This allows us to create marketing material that will resonate and attract our audience.</p> <p>This information has enhanced and works tandemly with our social media (all channels) presence and paid for ads, etc. We do not pay for subscribers or followers. We want real, engaged, like minded, interested folks to focus our campaigns to.</p> <p>Our team is always looking for new ways to genuinely communicate with our market segments. For example, we just did a sustainability campaign "Campus Challenge" on TikTok directed to higher education students with an opportunity to win ECO-POWR product for their school. In the first 60 days our ads resulted in a 60% increase over the industry benchmark. This doesn't even include the LinkedIn and other advertising that coincided with it.</p>
<p>39</p>	<p>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>	<p>Sourcewell's role is managing the entire competitive solicitation process to ensure the end customer is getting the best price, product and service within the contract markets and geographical area. Sourcewell also acts as a conduit between the member and the contract holder ensuring the integrity of the contract and meeting all procurement requirements. It also allows for the member to buy at national or volume type pricing. SportsArt will integrate the Sourcewell awarded contract into our sales process by offering aggressive contract pricing through our direct channel or through one of 250+ dealers while supporting their local communities and or state's economies.</p> <p>We plan to continue educating our staff and dealers on best practices. We will also work internally with our marketing department to promote (as allowed) and bring awareness. Our team will work to update our existing customer base as well as new customers of the awarded contract. SportsArt will also utilize the marketplace for increased awareness and simplicity between the member and us.</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.	We currently do not have an e-procurement system. Due to the complexity of the various markets and commercial customers needs we have opted to manage each entity individually ensuring the appropriate product(s) and service(s) are quoted and discussed. However, as technology advances an e-procurement system may be considered in the future.	*
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**Table 8: Value-Added Attributes**

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell 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>As a global manufacturer, our team has a broad knowledge base and is understanding of the needs, complications, etc. of owning, operating or managing a fitness facility. Our team is always available to help accommodate any unique or individual needs of our customers. SportsArt offers a variety of training, support and education tools to support our customers and partners. A few examples are:</p> <ul style="list-style-type: none"> <li>• A full video tutorial library for our strength products which we will be continuing to expand this library to encompass additional products</li> <li>• Video tutorials for our touch screen display products</li> <li>• A complete library of videos for the ICARE system and its operation</li> <li>• General maintenance, service and installation videos and documents for select products with more coming soon.</li> <li>• Our customer service team and sales team are available at any time for product questions, etc.</li> <li>• Our team can provide scheduled virtual training and if applicable onsite product training.</li> <li>• Technical training classes at our facility in WA or on site for technician certification</li> <li>• A comprehensive and growing digital asset HUB with a plethora of information and custom created content made by request</li> <li>• Preventative maintenance options are available – pricing will be provided based on the site and specific products and quantity</li> </ul>	*
42	Describe any technological advances that your proposed products or services offer, including manufacturing processes.	<p>SportsArt is constantly seeking to advance industry standards, we have positioned ourselves as one of the premier manufacturers of high quality commercial, rehabilitative and performance fitness equipment. With over 500,000 square feet of state-of-the-art manufacturing space, we design, manufacture and test all equipment to rigorous quality standards. With over 150+ patents worldwide for innovation technologies such as the award winning ICARE Rehabilitation System and the world's first ECOPOWR™ Equipment Series, we are the leading green fitness partner, developing products that are instrumental to rebuilding and sustaining lives. Using innovation and technology we have developed and implemented numerous technologies and industry firsts such as:</p> <ul style="list-style-type: none"> <li>• ECO-POWR energy producing cardio equipment lines</li> <li>• ECO-NATURAL energy independent cardio equipment lines</li> <li>• World's first energy producing treadmill</li> <li>• World's first carbon negative treadmill</li> <li>• SAWell+ Software Eco-System &amp; Asset Management</li> <li>• SENZA touch screen entertainment technology</li> <li>• SENZA Journeys proprietary virtual interactive programming</li> <li>• AnyCast screen mirroring technology</li> <li>• ECO-GLIDE Auto Lubrication System that allows for a more efficient drive system and easier and less frequent maintenance</li> <li>• Flowtec motor cooling and cleaning system that keeps the motor compartment clean and free of the damaging debris and dust</li> <li>• ECO-DRIVE energy efficient motor that uses 32% less than standard motors</li> <li>• Ellipticals – Adjustable stride length, fingertip controls MyFlex pedal cushioning system</li> <li>• Cycles – Step- through design, Comfort-Dri reclining seat back, infrared remote fingertip control, mesh seat backs</li> <li>• DirectDrive dual cam system incorporates two cams, preventing cable slack on dual function strength machines</li> <li>• Multiple strength lines to provide solutions for any fitness, wellness, rehabilitation or performance setting</li> <li>• Unique existing and evolving partnerships to offer other interactive, group, etc. technologies and products</li> </ul> <p>SportsArt prides itself on the ability to ensure consistency, quality and innovation. In addition to ISO-9001 quality certification, ISO-14001 certification for environmentally sound practices, and ISO-13485 Certification for Quality Managements Systems, SportsArt products are also CE and ETL-C approved. Please visit:  <a href="https://www.gosportsart.com/company/philosophy/">https://www.gosportsart.com/company/philosophy/</a>  <a href="https://www.gosportsart.com/company/philosophy/quality-testing/">https://www.gosportsart.com/company/philosophy/quality-testing/</a>  <a href="https://www.gosportsart.com/company/philosophy/manufacturingcertifications/">https://www.gosportsart.com/company/philosophy/manufacturingcertifications/</a></p>	*

43	Describe how advanced technology influenced the design and functionality of your fitness equipment.	<p>Our Founder Paul Kuo and our team at SportsArt have always challenged the status quo by bringing to market industry firsts and leading the way through design. Product design elements that have become standard in the industry today such as step through bikes was an original SportsArt design. The design philosophy has always been to empower people to work out no matter where they are in their fitness journey. It is by no accident that our technologies such as Safe Start, fingertip controls, reclining seat backs were implemented into the original designs decades ago. This advanced to leading the way in sustainable technologies with our ECO-POWR products. Our Founder and team did not stop there or lay idle, we have persevered to make it not only better but increased the categories and product availability to serve more markets and budgets. So with over a decade of experience in building product capable of harnessing human energy we challenged ourselves to put it to the test which resulted in not only the world's first energy producing treadmill BUT the world's first carbon negative treadmill with more to come. We also have developed a unique UI with our SENZA touch screen entertainment cardio solution utilizing real life customer and user feedback and data to make it an easy, fitness first design. We are ready to serve our communities with a solution that meets every requirement for fitness facility but also a sustainable one. Our team will continue to lead forward with dynamic, innovative products that benefit people and the planet.</p> <p><a href="https://link.us-1.lytho.us/b/1716414664275a8f974e7-868d-4213-a96f-72c1ee0ace1c">https://link.us-1.lytho.us/b/1716414664275a8f974e7-868d-4213-a96f-72c1ee0ace1c</a>  <a href="https://sway.cloud.microsoft/FK9uA3F5KtW3I5Bc?ref=Link&amp;loc=play">https://sway.cloud.microsoft/FK9uA3F5KtW3I5Bc?ref=Link&amp;loc=play</a></p>
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>SportsArt is committed to leading the fitness industry in ecofriendly action through research, design and education on sustainable business solutions and practices. We are dedicated to forward-thinking innovation that allows us to create products which are not only socially and environmentally responsible, but also solve problems for facility operators. SportsArt has a long history of eco-friendly innovation through our product development and our operations. We have been ISO-14001 certified since 2011. As indicated in previous sections we continue to actively strive to reduce our carbon footprint within our organization and be a leader in sustainable fitness solutions. We also have independent third party testing to support the products. For more information please visit: <a href="https://www.gosportsart.com/company/sustainability/">https://www.gosportsart.com/company/sustainability/</a>  <a href="https://link.us-1.lytho.us/b/1716414021126b84b8498-d98c-43b4-922f-2ae2e9f1bed5">https://link.us-1.lytho.us/b/1716414021126b84b8498-d98c-43b4-922f-2ae2e9f1bed5</a></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.	<p>SportsArt has achieved various awards including ISO-14001, ISO-14385 and Green Circle Certification. In addition, SportsArt EcoPowr products can help achieve LEED certification. Our G660 treadmill has been shown to be carbon negative by BSI as well as other independent testing confirmations.</p> <p>Please see: <a href="https://www.gosportsart.com/company/sustainability/">https://www.gosportsart.com/company/sustainability/</a></p>
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.	<p>With over 250+ dealer partners many of them have been certified WMBE, SBE, HUB, veteran owned and also disabled veteran owned. Although key members of the SportsArt leadership team are female and veterans we are not certified at this time.</p>
47	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>SportsArt offers many unique attributes to the Sourcwell participating entities. Many have been discussed over the course of this RFP. We at SportsArt can offer something different than a commodity based purchase. We can offer a solution that helps the Sourcwell members attain their sustainability objectives, community involvement and transparency, durability and longevity, advanced technology where it counts most, all backed by the industry's most inclusive standard warranty. Sourcwell members will be able to benefit from a company that views them as a partner not a transaction no matter the scope of the project, whether it be 1 piece or 100 pieces.</p>

**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, SportsArt has standard warranties inclusive of parts and labor. This may vary by the product. Our standard warranty includes normal wear and tear as well as wear items. We do have optional extended warranty packages available that can be reviewed as needed. Please see detailed warranty card for specific details: <a href="https://service.gosportsart.com/wp-content/uploads/documentation/Cardio%26Strength_Warranty_ENG.pdf">https://service.gosportsart.com/wp-content/uploads/documentation/Cardio%26Strength_Warranty_ENG.pdf</a>
49	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our product portfolio is very large and encompasses many different markets. Our product warranties are broken down by the category of the product and then the setting it is going in to. Overall we offer to this day one of the best, inclusive warranties, without part limitations and coverage of normal wear and tear items in the industry. If ever needed we can offer an extended labor or an extended labor and parts warranty should it be desired.
50	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our labor warranties do cover a trip charge and labor rate that is agreed upon with our technicians in order to support our customers.
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?	SportsArt has a wide reaching network of over 1100 technicians many whom have the ability to cover remote areas. However, in the instance that there is a situation where there is not a tech available we will reach out to the next closest tech to make arrangements or work with the customer independently to resolve the issue.
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?	If the item(s) are on a SportsArt proposal and are a third party item not manufactured by us we will facilitate the necessary arrangements in order to assist. Our ultimate goal is to make sure the customer is supported and taken care of.
53	What are your proposed exchange and return programs and policies?	Orders cancelled after shipment are subject to a 20% restocking fee. The SportsArt customer service team will determine on a case by case, if an item is defective and an RMA will be issued at that time.
54	Describe any service contract options for the items included in your proposal.	SportsArt has a variety of options for extended warranty coverage for labor only and parts and labor. These options can be quoted as needed based on the item and quantity. We also can offer preventative maintenance options based on the duration, frequency and quantity of products.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	SportsArt accepts all payment tenders as well net 30 terms with approved credit.
56	Describe any leasing or financing options available for use by educational or governmental entities.	SportsArt primarily works with a long standing lending company that has the ability to customize financial solutions to match our diverse markets. They process over \$2B+ in applications, provide access to a single secure application portal, have a deep understanding of the fitness equipment market, experience dealing with programs for Commercial, Municipalities, Non-profit's, etc. Financial products including but not limited to leases, loans, installment finance, revolving line of credit, tax exempt municipalities, etc., and have a variety of terms from 12-84mo
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.	SportsArt has a standard terms and conditions which is attached.
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?	SportsArt currently accepts the P card. We are not charging an additional fee for Sourcewell participating entities.

**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 Sourcewell 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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The SportsArt pricing model is a line item discount. We have selected this method in order to offer the most competitive pricing to Sourcewell participating entities. Please see attached for a complete price list.
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.	SportsArt manufactured products will be offered at 35-45% discount off of the current MSRP.
61	Describe any quantity or volume discounts or rebate programs that you offer.	Please see attached pricing schedule. Discount is determined by the specific product, quantity, etc. to ensure the most competitive rate is given.
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.	SportsArt has the ability to source a variety of items that we will supply at a discount off MSRP if available. If not, we will work from a cost plus structure to ensure the Sourcewell participating entity receives the best pricing possible. We will offer these products at 20-30% off of the current MSRP.
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.	Freight, installation, onsite training, non warranty service is all quoted at request or as the project requires. Access fees that are charged by the freight carriers, etc. are also not included. These will be quoted and supplied to the Sourcewell participating entity at the time of quoting.
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	SportsArt will work to ensure that we are obtaining the most competitive pricing while maintaining the quality of services for our customers. We have many freight carriers that we work with and will request quotes to ensure competitiveness. For installation of new equipment, removal and disposal of existing equipment we require a site report so our installers can quote according to the scope of the project. Freight & Installation quotes will be valid for 30 days from quoting.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	SportsArt will work to ensure that we are obtaining the most competitive pricing while maintaining the quality of services for our customers. We have many freight carriers that we work with and will request quotes to ensure competitiveness. For installation of new equipment, removal and disposal of existing equipment we require a site report so our installers can quote according to the scope of the project. Freight & Installation quotes will be valid for 30 days from quoting. Any duty and processing fees for the Canadian market and offshore deliveries will also be added at the time of quote and order confirmation.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	SportsArt works with a variety of national and independent companies that can perform logistic, service and installation. We also utilize our dealer network in order to provide services for the end customer. We quote per the project to ensure the customer is getting the most competitive rate possible.

**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.	SportsArt is dedicated to working with Sourcewell and its members.

**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.	If awarded the Sourcewell contract, we can track all quotes (wins, losses, quoting stage, etc.) in our CRM (HubSpot). We can also track metrics of inbound inquiries, etc. via HubSpot and other tools we utilize. SportsArt will require that the Sourcewell participating entity issued PO or order be supplied by our dealer with their PO. This will be sent to our orders processing team and the account sales rep for processing. The rep will document the data and it will be cross referenced / audited prior to submittal to Sourcewell.
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.	If awarded the contract, SportsArt will review performance with the sales teams quarterly. We will discuss and review with our dealers on an individual basis to continue to build awareness and usage. New metrics may be introduced throughout the contract period to further enhance productivity, etc.
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.)	No less than 2% on shipped orders.

**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.	SportsArt is a manufacturer and supplier of cardiovascular, rehabilitation, strength and performance equipment including but not limited to, treadmills (motorized and non motorized), recumbent bikes, upright bikes, spin bikes, group cycling bikes, steppers, climbers, step mills, rowers, cross trainers, ellipticals, alternative trainers, upper body ergometers, medical treadmills, rehabilitation treadmills, rehabilitation bikes, selectorized strength, free weights, racks, cages, benches, dual function, plate loaded and functional trainers. SportsArt will also offer (but not limited to) a variety of plates, dumbbells, kettlebells, bands, balls, functional fitness items, storage items, battle ropes, bags, wellness items, mats and indoor interactive training technologies.
72	Describe the unique design, features, or attributes of the equipment and accessories offered in your proposal	SportsArt is committed to leading the fitness industry in eco-friendly action through research, design and education on sustainable business solutions and practices. We are dedicated to forward-thinking innovation that allows us to create products which are not only socially and environmentally responsible, but also to solve problems for facility operators. We can offer several paths for Sourcewell members to achieve their sustainability goals via our Elite and Status ECO-POWR as well as our ECO-Natural lines encompassing treadmills, bikes, elliptical trainers, cross trainers, alternative trainers, climbers and rowers. Part of this eco system of products is also our current asset management system SAWell+ and the soon to be released POWER+ with enhanced capability, new look and cloud based infrastructure. We also offer a complete category offering of touchscreen entertainment technology. SENZA is designed with a fitness first mind set to allow the user to get on the product start their workout and then navigate entertainment (cable, internet, etc.), screen mirroring, virtual courses, etc. Next, is our multiple strength lines that are not only ergonomically correct but have been redesigned with an updated look to match the cardio products. Finally, the accessories, indoor interactive training options and miscellaneous items to round out any fitness facility to complete a unique and stunning eco-friendly and sustainable fitness center.
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Medical/Rehabilitation Products- treadmills, cycles, ellipticals, cross trainers, alternative trainers, bi-directional cycle, ICARE motorized assisted elliptical ECO-POWR Cardio products ECO-NATURAL Cardio products Accessory Items - such as dumbbells, kettlebells, olympic weights, power racks, weight storage racks, medicine balls, ropes, resistance bands or tubing, exercise style mats, equipment mats, strength equipment, pin select equipment, free weight equipment, functional training equipment and interactive training technologies.



**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
74	Individual or group cardio training equipment and related accessories.	<input checked="" type="radio"/> Yes <input type="radio"/> No	SportsArt offers a vast array of individual and group cardio training equipment and related accessories. *
75	Individual or group strength, agility, and mobility training equipment and related accessories.	<input checked="" type="radio"/> Yes <input type="radio"/> No	SportsArt offers a variety of group training, agility and mobility items to serve our varying customer markets. *
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	SportsArt offers a full line of medical/rehabilitation equipment. Our fitness products also offer many features that are easily adaptable to the rehab setting and commonly sold in that marketplace. *
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	SportsArt has a variety of options including a coaches app with the SAWell+ System, a wide variety of proprietary virtual courses - SENZA Journeys, technologies such as KinoMap on select products. This is just a small snippet of offerings. We are continually evaluating additional virtual options and hope to launch new partnerships soon. *
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	SportsArt can facilitate preventative maintenance service and extended warranty program options. These will be quoted by the scope of work for each individual customer. SportsArt can also offer instructional assistance as needed as well as our tech certification classes. SportsArt also has a database of routine maintenance documents and videos to assist our field techs and the end customer. Our team can offer customized 3D layouts and exceptional facility planning and design solutions. *

**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](#) - 2024 Sourcewell Price List 524.pdf - Wednesday May 22, 2024 20:21:01
  - [Financial Strength and Stability](#) - SportsArt Company And References.pdf - Wednesday May 22, 2024 17:14:22
  - [Marketing Plan/Samples](#) - Sourcewell Marketing 2024.pdf - Wednesday May 22, 2024 17:59:51
  - [WMBE/MBE/SBE or Related Certificates](#) - Certifications.pdf - Wednesday May 22, 2024 18:08:45
  - [Warranty Information](#) - Cardio&Strength\_Warranty\_ENG.pdf - Wednesday May 22, 2024 16:55:18
  - [Standard Transaction Document Samples](#) - SAMPLE.pdf - Wednesday May 22, 2024 18:13:27
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - SUSTAINABLE FITNESS SOLUTIONS.pdf - Wednesday May 22, 2024 18:27:29

## 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. - Kimberly OLaughlin, Regional Sales Manager, SportsArt America

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

Yes  No

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

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

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