



## **Solicitation Number: RFP #052324**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and TRUE Fitness Technology, Inc., 865 Hoff Road, O'Fallon, MO 63366 (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

TRUE Fitness Technology, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 7/30/2024 | 9:54 AM CDT

DocuSigned by:  
*Matt Hacker*  
CD5D0968E17B4D5...  
By: \_\_\_\_\_  
Matt Hacker  
Title: Chief Financial Officer  
Date: 7/30/2024 | 9:27 AM CDT

# RFP 052324 - Fitness Equipment with Related Accessories and Services

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## Vendor Details

Company Name: True Fitness Technologies, Inc.  
Does your company conduct business under any other name? If yes, please state: TRUE Fitness Technology, Inc.  
Address: 865 Hoff Road  
St. Louis, MO 63366  
Contact: Jim Zurfluh  
Email: jzurfluh@truefitness.com  
Phone: 253-320-5856  
Fax: 877-838-0008  
HST#: 43-1240135

## Submission Details

Created On: Friday April 12, 2024 10:35:42  
Submitted On: Wednesday May 22, 2024 17:39:07  
Submitted By: Jim Zurfluh  
Email: jzurfluh@truefitness.com  
Transaction #: 555c7233-595a-4632-b2e8-db7319725530  
Submitter's IP Address: 76.22.97.18

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcwell 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")	TRUE Fitness Technology, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	OF Holdings dba Octane Fitness
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not Applicable
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 1NL67
5	Proposer Physical Address:	865 Hoff Road O'Fallon, MO 63366
6	Proposer website address (or addresses):	<a href="https://www.truefitness.com">https://www.truefitness.com</a>
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):	Name: Matt Hacker, Title: Chief Financial Officer Address: 865 Hoff Road, O'Fallon, MO 63366 Email Address: mehacker@truefitness.com Phone: 636-980-4313
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Jim Zurfluh, Title: Regional Dealer Manager Address: 865 Hoff Road, O'Fallon, MO 63366 Email Address: jzurfluh@truefitness.com Phone: 253-320-5856
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Marshall Hansen, Title: Director of Dealer Sales, North America Address: 865 Hoff Road, O'Fallon, MO 63366 Email: mhansen@truefitness.com Phone: 314-324-0765

**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>When Franke Trulaske, CEO and Founder, and his brother Jim, designed their first treadmill in 1979 and then launched TRUE in 1981, their vision was to provide a premium product and be an industry leader in performance, durability and reliability. Today, TRUE Fitness is the oldest privately owned U.S. Fitness Company in the industry. Our mission at TRUE Fitness is to build equipment and relationships with Integrity. "I'm proud to know that each TRUE employee embodies this statement in their own way – whether it's shipping parts and product the same day as they're requested, systematic quality-testing of the product, or helping a customer design their facility, we all play a part in upholding this tenet", Mr. Trulaske shared. Since our founding in 1981, integrity starts with the high-quality, long-lasting materials we use to build our equipment, and extends to the dedication to our customer and their needs. Today, TRUE supplies one of the broadest product lines available with equipment designed for applications and budget requirements of high-use commercial fitness centers, light commercial facilities, and home users, across all categories. TRUE Fitness first supplied its' products to customers through a global Dealer Distribution Network, and today employs one of the strongest Dealer Sales Management Teams in the industry with a combined 160 years of experience. Our 170 strong Dealer Network provides Product Expertise, Regional/National Representation, Service Support and Delivery. In addition, our TRUE Direct Sales force works personally and regionally with large customers, national accounts and global organizations. With this growth, TRUE has made several transitions from a small plant, to now one in St. Louis, and multiples in China and Taiwan. Over the many years, TRUE Fitness has been constantly evaluating their current products and looking to advance their design, applications, and technology. Just like in 1988 when they introduced the first removable safety key to make the treadmill better and safer. Four years later, TRUE introduced its' patented Soft System that transfers the shock of impact, that is usually absorbed by the walker/runner's body, into the treadmill itself. And two years later we implemented the first orthopedic running belt to add greater shock absorption and in 1996 we introduced the patented HRC Heart Rate Control feature on a treadmill. To this day we continue to add features to our treadmill line as well as expand each category. We upgraded to 23" the width of the running surface to make it more comfortable for people to drift. We have also added speed ranges that go up to 17 mph as well as elevations at 15, 18 and 30% on selected treadmills. In 2021 we proudly introduced our first slatted deck treadmill, the Stryker. The Stryker is a treadmill that deviates from the standard belt and deck technology to one with ball bearings and specifically designed vulcanized rubber slats to absorb shock and displace it from the user while adding years to the life of the treadmill. In 1999, TRUE increased its' portfolio to add ellipticals, upright and recumbent bikes. Three years later we introduced one of the most recognized pieces in the industry, the TRUE Stretch Station which is used for pre- and post- workouts worldwide in medical facilities, health clubs, YMCA's, schools for recreation and athletics, military facilities, municipalities, and many sports teams at the highest levels, including the PGA and LPGA. And in 2020, the acquisition of Octane Fitness added dynamic and high-performance equipment with forward-thinking modalities for the cardio floor, HIIT and more. In 2015, TRUE expanded its commercial strength portfolio by acquiring Paramount Fitness, one of the pioneer strength equipment companies in this industry. This investment broadened our commercial strength equipment offering to your clients, which we have continued to expand over the past several years with the incorporation of free weight, functional and circuit equipment categories. Including 2020 when we capitalized on the engineering expertise of two industry experts to develop our Palladium Series Selectorized Circuit. In doing so, we utilized a combined 80 plus years of weight equipment engineering to develop the best line in the industry. We further expanded our commercial strength offering in 2022 with the introduction of our Palladium Series Plate Load Line which is in full distribution in 2024. Since 2020 and beyond, TRUE has developed interactive consoles that allow the user to have the engagement they choose during their workouts, with access to streaming services through their Apps, mirroring of content from the personal devices onto the console and output of exercise data to track their workout results. TRUE has more technological advancements coming in the near future as we look to simplify the integration of different Apps, unify limitations being placed on connectivity and standardize differing personal phone requirements. In a facility where the experience is as important as the equipment, TRUE will deliver both.</p>
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11	What are your company's expectations in the event of an award?	Receiving an awarded contract would mean TRUE's dealer partners and direct salesforce in the U.S. and Canada can continue to successfully promote the incredible merits of Sourcewell for the benefit of their agencies and municipalities. Our goal is to develop a meaningful relationship with your Agencies and support the requirements or vision they have for their facilities, applying the broad product offering TRUE supplies to their individual needs that can differ by size, user demographic and budget. With the understanding of an introduction and efforts by Sourcewell to its client group, the success of the award mainly falls onto TRUE and its partners to support their unique and specific needs, and educate on the benefits of a national cooperative contract. It is our organization's desire to create meaningful relationships and support them with unparalleled service, and a Sourcewell Contract represents a critical facet of that commitment. True success is derived from the numbers, and we expect to continue to see an increasing impact on sales and service over the life of this contract.	*
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.	Since our founding in 1981, TRUE is guided by two core principles; Build the highest quality products and support them with superior service. TRUE was founded by Frank Trulaske, who still today is CEO and owner of TRUE. TRUE has grown from a consumer treadmill manufacturer to a full-service manufacturer, distributor, and servicer of fitness equipment, both cardio and strength, to become a leader in the consumer and commercial markets of the fitness industry. Every employee at TRUE focuses on our 4 important attributes of a financially strong business: 1. Customer-First-We've become the oldest family owned and operated company in our industry. 2. Product Design Expertise-We strive to have our equipment look good, feel great and last a long time, empowered by decades of experience and constant refinement. 3. Exceptional Product Quality-We are committed to building the highest quality equipment at every stage. 4. Responsive Service-We take the reliability of our equipment personally. So, we go to great lengths to deliver exceptional personal service. Following through with these core attributes makes it easier to remain steadfast in our mission statement; To provide premium fitness solutions that enable our customers to live and maintain a healthy lifestyle. Today, TRUE continues to design and distribute product from our headquarters in O'Fallon, Missouri which is a suburb of St. Louis. TRUE has maintained a positive EBIDTA for the past 14 years and continues to re-invest in the business. Please see financial attachments.	*
13	What is your US market share for the solutions that you are proposing?	TRUE is a 43-year-old company for which its' customers were our dealer network. We focused on growing our market share through our dealer relationships and monitored our sales to them. Those relationships allow our partners to sell into all of the markets covered in this RFP. We currently track our dealer and direct sales efforts through market codes, and we require Sourcewell Transactions to be clearly recorded. Although this is a progressing initiative for our business, our tracking of the US market indicates approximately 30% of our total sales are to your agency market segments. Based on industry data, TRUE is one of the top 5 fitness companies in the US market today, and we anticipate with the re-investments in our company and further consolidation of other brands, we will continue higher based on sales growth, brand awareness and product reliability.	*
14	What is your Canadian market share for the solutions that you are proposing?	Consistent with our success and representation in the United States, TRUE is recognize as one of the top 5 fitness companies in the Canadian market. With a unified sales strategy, we have a focused plan to grow our market share through our dealer relationships in this region. Those relationships allow our partners to sell into all the markets covered in this RFP. We currently track our dealer and direct sales efforts through market codes. Our sales data indicates our sales in the Canadian market are approximately 20% of our total sales to your agency markets. TRUE is one of the top 5 fitness companies in the Canadian market today, and we anticipate with the re-investments in our company and further consolidation of other brands, we will continue higher based on sales growth and brand awareness.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	TRUE Fitness has never petitioned for bankruptcy protection.	*



16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>TRUE Fitness Technology, Inc. is a manufacturer and has an extensive employee-based sales and technical support team. TRUE has a long-standing, comprehensive dealer network, along with a nationally positioned direct sales team. TRUE currently has a Chief of Sales and Marketing, three National Sales Managers, Director of Dealer Distribution, four Dealer Managers who oversee over 150 distributors, Market Specific Managers (Government and Hospitality), two Key Account Reps, and six Territory Managers spread across the nation.</p> <p>Our relationship with our dealers is vital to this contract. A majority of our dealers also serve as our service providers and install our products, and offer extensive product knowledge and expertise. The focus for many of them are the agencies you represent and provide strategic regional services. Our direct team works with them on many of our sales and would be primarily focused on the larger universities and government entities.</p> <p>TRUE Fitness since inception maintains its' global headquarters in O'Fallon, MO including our primary business operations and distribution center, centrally located for shipping all our products. This is where our Senior Leadership operates, as well as our Finance, Marketing, Engineering/Product Development, Customer Support and Technical Support Teams. Within our facilities is our testing labs and warranty parts inventory, available to our technical support team for immediate access and evaluation. Our Corporate Wellness Facility at Lakeside is a two story, fully equipped training center for education, guest visits and employee workouts.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>TRUE Fitness has worked with the sectors that your Agencies represent for many years. When necessary, we will register or gain certification from States the require us to do so. Our Finance Department has the experience to work with municipalities to meet their individual requirements while utilizing the benefits of the Sourcewell Cooperative Contract.</p> <p>As a privately owned U.S. company, TRUE does not hold any licenses and certifications for small, woman, minority, or veteran owned business. However, many if not all of our dealers qualify as small businesses. We do partner with two woman owned businesses and one of which is a minority business owner, and assist them in soliciting those qualifications to the municipalities that request it.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>TRUE Fitness Technology Inc. has not been suspended or debarred from anything in the past ten years or the history of the company.</p>	*

**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	We build premium fitness equipment with integrity. Our commitment to quality and customer satisfaction is evident in our awards. We have been awarded multiple times over the years as a Best Buy treadmill, Runner's World's. and Reader's Choice Award for Best Premium Treadmill. We also received the Service From the Heart Award, which recognizes our superior customer care given to Best Western members and staff as a supplier. We are currently the brand standard for Wyndham, Raddison and Best Western hotels and properties.
20	What percentage of your sales are to the governmental sector in the past three years	TRUE employs a full-time Government Market Manager whose efforts in the Governmental sector has produced approximately 3-5% of our current sales. This individuals' responsibilities include managing the inquiries for all Fitness Equipment and Related Accessories for government agencies in the U.S. and Canada, including military facilities. For many of our dealers, sales to municipalities can be a large portion of their business averaging 10-15% depending on region, and will fully promote the benefits of the Sourcewell Contract because they are unable to utilize the GSA Contract Pricing and would prefer the Sourcewell Contract to bring value to their regional agencies.
21	What percentage of your sales are to the education sector in the past three years	TRUE's dealer network and direct sales force work with education customers on all levels, from Primary to Secondary to Higher Education. Our current data indicates approximately 10% of our company sales are in the education sector, in addition to the 10-15% of our dealer's annual sales. The scope of work and the competitiveness of each opportunity will determine who is best qualified to meet the needs of each customer. Typically, our direct sales team will work with D1 Level Universities, while our dealer network will work with all other levels. However, our commitment is to provide the end-customer with the best support unique to their individual needs, while introducing the benefits of the Sourcewell Contract to every agency we have contact with.
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?	For a majority of our history, TRUE has been a dealer-based manufacturer. Our goal is to focus our education and strategic selling using the Sourcewell Contract first and foremost. We have allowed our dealers to participate in their state, provincial or cooperative purchasing contracts giving them full authority to sell our products and services through said agreements. Many of our distributors have participated in state contracts including Colorado, Iowa, New Jersey, New York, Pennsylvania, Texas, Utah, and Virginia. We also have one dealer who participates with our product in the TIPS Cooperative. Because they are run through the dealer directly, we do not have the sales volume for each as they are not reported to us referencing these contracts. TRUE intends to prioritize the promotion of the Sourcewell Contract by our dealers, holding them accountable for their efforts to utilize this cooperative contract and will name our distributors as authorized dealers to capture more of this information. Please see attached Dealer Listing for US and Canada in Dealer Network Folder.
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?	Our GSA ( General Services Administration) contract number is 47QSMA19D08NX. Current contract valid to Jan. 2029 2020 sales \$995,000 2021 sales \$653,500 2022 sales \$1,079,000 2023 sales \$837,800 Originally awarded the Navy IDIQ ( Indefinite Delivery Indefinite Quantity) Nov. of 2019 to provide all of the Navy's fast attack subs in the U.S. and overseas with our model Z5.0 treadmill. Approximately \$325,000 over the past four years.

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
Lindenwood University	Peter Michel	901-860-1772
Pepperdine University	Robb Bolton	805-453-3361
Naval Station Great Lakes - NAVSTA	Jerrick Fabro	847-688-2171
University of Bridgeport	David Graham	203-576-4445

**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 *
Naval Station Great Lakes (NSGL)	Government	Illinois - IL	Equipped the Bld 4 and 2A Fitness Centers on base with Palladium Strength and Cardio.	\$75,000 Cardio \$55,000 Strength	\$130,000
Missouri National Guard – Ike Skelton Fitness Center	Government	Missouri - MO	Brand new base fitness center, TRUE provided all of the cardio equipment as well 95% of their strength equipment.	\$105,000 Cardio \$85,000 Strength	\$190,000
University of North Carolina, Charlotte	Education	North Carolina - NC	TRUE and Octane earned a majority of their Cardio and Strength update in the UREC Student Recreation Center.	\$110,000 Cardio \$65,000 Strength	\$175,000
Pepperdine University	Education	California - CA	Full TRUE Cardio and Strength upgrade of their Pepperdine and The Cage Campus Recreation Centers.	\$150,000 Cardio \$130,000 Strength	\$280,000
Modoc Nation Wellness Center	Government	Oklahoma - OK	New tribal wellness facility equipped with TRUE Cardio and Strength for use by Modoc Members and Nation Employees	\$60,000 Cardio \$50,000 Strength	\$110,000

**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.	TRUE serves the needs of its’ customer on a level that best meets their requirements. It could require local interaction and consulting on equipment needs, executing the delivery or servicing after the sale. Our organization has established multiple facets of our business to support those needs. TRUE has a dealer sales force of four Dealer Managers led by a Director of Dealer Distribution, all of which oversee, train and evaluate performance to the needs of each State or Region. We have a direct sales force with Territory Managers responsible for the Southeast, Mid-Atlantic, New Jersey- New York- Pennsylvania, New England, Midwest, Plain States, the South, and West. We have assigned Key Account roles, as well as added Market Specialists into the Government, Education and Hospitality. Our entire sales organization is overseen by our Chief of Sales and Marketing, as well as our Chief Financial Office. Jim Zurfluh, Regional Manager, has responsibilities for implementing the Sourcewell Program and works directly with the Dealer Managers, Direct Sales Team and Marketing Department. Responsibilities include monthly updates, quarterly reporting and development of sales tools, along with tracking performance of every sales representative, dealer or direct. As we continue to grow, we will further assign responsibilities for specific sectors for better coverage and customer support.
27	Dealer network or other distribution methods.	TRUE has built its business utilizing a strong dealer network and we believe it is vital to the success of the Sourcewell Contract. We have strategic coverage across every state and province, and many of these dealers have been working with us for 40+ years. I have attached a copy of our listing of dealers throughout the United States and Canada. We continue to evaluate our distribution and identify resources to help our current dealers support the needs of your agencies and will make additions or adjustments depending on sector demand. We will supply a current dealer listing to Sourcewell and its agencies for reference. The dealer network is also vital to our service and installation process.

28	Service force.	TRUE is a global distributor with over 1,000 contracted independent service providers that can be utilized for both the continuous states as well as non-continuous states and Canada. We have attached a listing of our service team in folder 04-TRUE Warranty Info – TRUE Service Provider Directory US/Canada, so you can see our extensive coverage. We continue to evaluate our providers to ensure they meet the standards our service department has established. At the core of our company, it was mentioned our intention is to “Build the highest quality products and support them with superior service.” Service is just as important to us in the experience, as owning and operating TRUE equipment, and we are committed to being responsive and diligent in taking care of every need.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Every project begins with a proposal or quote, whether provided by our dealer or direct rep. Included on this document will be the equipment requested at the cooperative contract pricing, our Sourcewell Contract Number and the Agency's Account Number as found on your website directory. If in limited cases the Agency does not have a Sourcewell Contract Number, they will be provided information on how to obtain one through Sourcewell. If the proposal meets the customer's approval, they will be asked to sign and return it. If contact with the customer is by a dealer, this document generates a Purchase Order which is issued to TRUE; otherwise, the direct rep will turn in the signed document. An Order Acknowledgement is created when processing the Order, coded as a Sourcewell Transaction, and sent to the customer or dealer for review and confirmation. Requested Delivery Dates or Product Lead Times will be assessed, and the Order will be scheduled. The Order Acknowledgement will be distributed to the dealer or direct rep, and Sourcewell Agency will receive confirmation of their Order. The dealer or direct rep will provide the customer with a Site Survey to complete, which outlines any delivery considerations for the space, property and logistics (parking, distance to door, door width, hallways, stairs, floor material, electrical requirements, height restrictions, etc). All Orders will be approved by our Finance Department based on payment terms, whether sold direct or to a dealer. Once the Order is scheduled, there will be a two week notification prior to shipment to address any potential change requests and then confirmation the day after shipment with tracking information. Once the product has arrived at the installer or agency's location, the install team will schedule the delivery and assembly date. Once the delivery has been completed, an assessment of the equipment will be completed by survey and record of Order will be provided the Agency for their future needs.	*
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.	Service is one of the pillars of our company. Our stated goal of providing superior service starts with having a qualified team both in-house and external partners who equally align with our mission. It all starts with the customer contacting TRUE service through our dedicated service line or email. The service phone lines at 800-883-8783 are available for personal interaction between 8:30am and 5:00pm CST with voicemail for all other hours. If inquiring by email at truesupport@truefitness.com , which makes up for over 60% of all requests, 100% of them receive a confirmation receipt and a unique case number immediately upon reception. Over 80% of all emails for product support are replied to within 24 hours of receipt. If customer contact is by phone we can proudly say our response time has consistently been under 2 minutes for the past four years running. In either case, a unique case number is provided to you and the service member for future reference of parts, services, and completion of your inquiry. Once our team has been able to determine the product through its serial number(s) and diagnose the issue(s), we discuss and implement an agreeable service plan with the customer. The service plan currently is averaging a case life cycle of 5.4 days from opening a case to resolution. Add in over 380,000 on-hand parts and our ability to ship 90% of those parts the same day and 95% of parts within two days and you have the foundation of a fabulous customer service program. We require all technicians to go through our online or in-person school for the products they either have on hand (Sourcewell members inhouse team) or through our bundled service schools. A certification of completion is provided at the end of each product or category with a successful test of knowledge. We vet each independent provider by making sure they have a valid business license, several quality references, and a minimum of \$2,000,000.00 in liability insurance. As an incentive for our independent service providers, upon completion of the courses and authorization they will receive a discount on parts purchased from TRUE and reimbursement for warranty labor including travel time up to 75 miles or 121 kilometers round trip. As they increase their knowledge base by completing additional courses in the Learning Center the reward for parts and labor warranty increases. Our TRUE service team does not stop once the product(s) is/are fixed. We complete our follow up with the customer via email or phone (the customer's choice) on the next business day post scheduled service visit to ensure their issue(s) have been resolved or if it has persisted. This built in process provides further assistance until the product is running as intended and provides us with a greater understanding of the product(s) in their environment, as well as providing a great evaluation opportunity for our service providers.	*

31	Describe the serviceability of the products included in your proposal (parts availability, technical support, etc.)	<p>We inventory over 380,000 parts and average shipping 90% of parts requests the same day and 95% of parts within two days. Our TRUE Customer Support Department manages our dedicated service line and email. The service phone lines at 800-868-8783 are available for personal interaction between 8:00am and 5:00pm CST with voicemail for all other hours. If inquiring by email at trueservice@truefitness.com , which makes up for over 60% of all requests, 100% of them receive a confirmation receipt and a unique case number immediately upon receipt. Over 80% of all emails for product support are replied to within 24 hours of receipt. If customer contact is by phone we can proudly say our response time has consistently been under 2 minutes for the past four years running. Our technical staff has been cross-trained and assigned to product complexity tiers or specialties to aid in reducing troubleshooting time. A unique case number is assigned to every inquiry and the service member for future reference of parts, services, and completion of your inquiry.</p> <p>We provide extensive documentation on all equipment we manufacture, including schematics, assembly manuals, service and troubleshooting videos, operation manuals, and Service Bulletins.</p> <p>With our extensive network of over 1,000 regionally located Service Providers and Dealers, your agencies also have the option of contacting them locally on a direct basis and they will manage the service ticket process through an extensive Customer Service Portal. This website provides them a dashboard to order parts, submit warranty claims, access product documentation, download software updates and manage Service Bulletins. Many of these parties may have completed the installation of the equipment and are familiar with the facilities' needs.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>It would be our honor to represent Sourcewell as an Authorized Contract Vendor and promote the benefits at every event and during all sales interactions. TRUE Fitness employs 5 Dealer Managers, 7 Territory Managers, 3 National Account Managers and we have over 150 dealers across the United States to support the needs of your agencies on a personal and local level. To date we have over 2000 contracted service providers to support the efforts of our team. TRUE and its management team will continue to support the business growth with additional staff to ensure excellent service for your agencies.</p>
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>TRUE Fitness currently has a dedicated Dealer Manager to develop our Canadian distribution channels which includes 10 authorized Dealers and 200 Service Providers which strategically cover all the provinces. We do offer the same depth and breathe of service providers internationally as we do here in the United States and implement the same rigors to our contracted service providers for the providences in Canada.</p>
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>We have not identified any gaps within the United States or Canada that we will not be able to fully service through the proposed contract. We of course will note that in the outer reaches of Alaska, Hawaii and some Providences of Canada, our response time maybe longer than those in major metropolitan areas.</p>
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?	<p>TRUE does not have any cooperative purchasing contracts that would limit our ability to service any of the participating sectors as listed. The only possible scenario in which we would not fully service through the contract would be when a participating entity has their own service department. We will be happy to train their service department on how to perform all preventative maintenance as well as fix all service-related issues through our service schools or onsite training, online videos, or virtual training; we would continue to provide parts and guidance.</p>
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>TRUE has no contract restrictions that would prevent us from any of your participating entities in Hawaii and Alaska and in US Territories.</p>



**Table 7: Marketing Plan**

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	TRUE Fitness is committed to promoting our premium fitness equipment through a robust internal marketing team and plan. We have the ability to market this contract opportunity through a variety of channels. We will create a new press release, which would be distributed amongst our trade publications network plus be added to the TRUE website. The announcement will be shared via our TRUE social media platforms, with a focus on our LinkedIn. We will also create a flyer for both our internal sales team and dealers. We will also utilize tradeshows as another way to announce and promote our partnership. Our extensive dealer network will receive an email announcement with access to the marketing piece, as well as an announcement in our dealer quarterly newsletter and dealer portal (which requires users to acknowledge announcement prior to proceeding). Sourcewell will receive placement on our website via the Market pages that apply. We will provide the contract # and a link to the press release on the Market pages to provide customers with the info needed to learn more and/or utilize Sourcewell. We will also add the partnership info to our flyers for applicable markets. *Please see 02-TRUEMarketingPlan for sample materials
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Each year, TRUE Fitness creates a powerful marketing plan that utilizes technology and digital data to expand our reach and brand awareness. We work with a 3rd-party partner to maximize our SEO efforts with keywords, web site copy, and blogs. We work with them to utilize SEMRush to run technical SEO audits, analyze our backlink profiles, gather SEO ideas for more organic traffic, and keep our site up to date and optimized for optimal user experience. In addition, we use paid search optimization, paid ads, and boosting on Meta and LinkedIn. We employ google advertising tactics, including YouTube, for more clicks, views and reach. We utilize email marketing to reach our extensive contact groups.
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We have greatly appreciated the partnership with Sourcewell and their team of Supplier Development Executives and Specialists. TRUE will continue to utilize the educational platforms developed by Sourcewell, organize educational calls for our dealer sales representatives, and promote the benefits fully at regional trade events. When necessary, we offer the opportunity for an agency who has more specific questions about cooperative contracts to communicate with our Sourcewell contacts. We will look for Sourcewell's input on future marketing material targeting those agencies who can benefit from our equipment. We anticipate a strategic partnership which includes a contract training program for both the TRUE staff and our valued dealer partners. And although this training may not be at the same time, it would include but not be limited to how to integrate this award into our daily sales practices across all of TRUE's and our dealer's departments. Ultimately, we look forward to sharing our success stories and having Sourcewell promote these best practices in their newsletters and collateral materials as they do today.
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.	TRUE does not currently provide products through an e-procurement process. Although we currently do not offer this as an option, we will not say that it will not be available for the term of this contract. As technology changes and improves it may be an option we fully embrace as a company.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. Please include your offering of virtual programming, training or integration (i.e. app based, pre-recorded, live, etc.).	Our service and maintenance program begins for the customer the day of the order placement. Along with our sales department, we work with the customers to fulfill their needs. In some cases, it is as simple as phone or email support to address concerns they have. In other more complex installations, our team is ready to provide a preventative program designed to keep their products running through routine maintenance and a specified number of visits to their location by either our service team, our independent service providers or by the staff the customer has onboard. TRUE has designed a service school that can be taken by either the service provider or Sourcewell participating entity's staff member. This program has been moved to an online certification process. The individual will be able to watch either a single product seminar or a bundled package to obtain certifications of completion. Each course is designed to be a learning process of both written and practical experiences. TRUE will continue to offer an onsite service school by request for those Sourcewell members who have purchased a large variety of products and have a service team on site. In the event of the Sourcewell member having a preferred provider who is not already a TRUE Certified Service provider, we will happily train their preferred provider as if they are an onsite service team member. The service provider will need to go through either the online certification or onsite process as worked out by the Sourcewell agency and TRUE Sales team.

<p>42</p>	<p>Describe any technological advances that your proposed products or services offer, including manufacturing processes.</p>	<p>From the product development side, we are continually using the latest software and technologies to advance our products faster and more efficiently. Starting with the design of the machines, our industrial designers utilize the latest software which allows them to quickly complete multiple 3D designs in days versus spending weeks drawing by hand. From there, our engineers use state of the art parametric modeling software to create full weldments, plastics, extrusions, and stampings. By creating these products in our software first, we can do full tolerance studies, analyze areas that may not fit together properly, and get accurate bills of materials before ever building a prototype.</p> <p>Once the designs are completed, we build our first prototypes which are fully tested on custom in-house designed accelerated life testers. Many of our prototypes include components constructed on 3D printers for efficiency and evaluation. These life testers mimic everything from biking, using an elliptical, walking on a climber, running on a treadmill, or using a piece of strength equipment. Each of these life testing machines is continually updated to mimic the human body as accurately as possible. At TRUE, we also make sure to analyze each of the machines in computer simulations by using Finite Element Analysis (FEA). The FEA on each machine allows us to complete iterations of designs exponentially faster than the real world accelerated life test. For example, a single treadmill frame takes 6 months to test on our accelerated life test machine, but we can complete a Finite Element Analysis on that same machine in about 10 minutes on the computer. By testing it both ways, we can quickly complete designs and run through hundreds of iterations of that design to make sure every part of it is optimized.</p> <p>From the technology side of our products, we have created automated programs that will run a machine without a user being on the machine. This allows us to run products for 24 hours per day through different tests to verify our software is safe and bug free. These tests will run continually for weeks so that we can discover any potential issues before the products are ever sold to customers. We also provide an opportunity for our entire company to use the equipment, to not only identify real-life instances but also become more familiar with the equipment so they are informed to talk about it with our customers.</p> <p>TRUE is in constant thought on how the evolution of “smart equipment” has changed to meet user/industry needs. In the past we have considered ‘smart’ to mean entertainment. However design evolution has identified three components to ‘smart’ equipment:</p> <ol style="list-style-type: none"> <li>1. Data gathering – need to measure to improve –accuracy, diversity of sensors, convenience, ease of use,</li> <li>2. Data Visualization – present the data to the exerciser in a useable way,</li> <li>3. Data Insights (use the data to help you get more out of the experience).</li> </ol> <p>Macro – individualized vs. group. Insights on individuals is great but real power is understanding what everyone else is doing on the products, and then layering suggestions based on those getting better results. Finding commonality with others at similar points on the journey.</p> <p>With the expectation for a seamless experience using Apps or streaming content, TRUE has been developing and will introduce a new Android platform that will be GMS Certified – Google Mobile Services, something very few fitness manufacturers have done today due to cost and software design. This will enable the software of the TRUE Console to update to current Apps available in the Google Marketplace, which makes it easier for users and administrators to find, install and update third-party applications like NetFlix or Hulu. This is becoming increasingly more important with streaming services changing restrictions and limiting access with updated Apps but can now be managed with this system to prevent restrictions and cause users to become frustrated with the equipment experience.</p>
<p>43</p>	<p>Describe how advanced technology influenced the design and functionality of your fitness equipment.</p>	<p>Facilities depend on the manufacturer like TRUE to provide technology, or user engagement, that reinforces the user’s fitness goals and encourages consistent participation. Social media and streaming content have become predominant in every aspect of life today, and so we incorporate the ability to connect using popular Apps while focusing on the exercise and limit the interruptions. We also accept that not every user has the same level of experience or understanding of technology, so we design our interface to be simple to approach, easy to navigate and comfortable to progress. Because personal devices rarely leave the user even during exercise, we provide features like charging docks to use while working out, or connections to use their device to mirror content onto the console using their own subscription services. We also know that your agencies, or facility operators, want certain controls over usage and provide administrative features in the software to meet the unique needs of each facility. They may also want to promote their agency and can incorporate images into the display.</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.	TRUE’s commercial treadmills utilize a Power Factor Control (PFC) system which works to increase the efficiency of our products. Commercial treadmills that do not have PFC control operate around 60-65% efficiency but with PFC control, TRUE’s treadmills operate around 90% efficient. This means that the treadmills will put off less wasted heat while allowing the treadmills to go faster speeds and carry larger users. TRUE’s commercial ellipticals (XC900 and XC400), bikes (UC900 and UC400), and lateral trainer (XL1000) all can operate as self-generating units when used with the Emerge LED or Envision 9 Touchscreen consoles. This minimizes the amount of energy needed to power a club since the units rely on the customers to keep them powered up. All old batteries in our self-generating products that are sent back to TRUE are sent to a recycling center to be properly disposed of. All motors and generators that are returned to TRUE from the cardio products are sent to a recycling center so that all of the copper can be reused and recycled.	*
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.	TRUE currently does not have any eco-labels, ratings or certification by any third party.	*
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.	Although TRUE does not hold any licenses and certifications for small, woman, minority, or veteran owned business, many if not all of our dealers qualify as small businesses. We do partner with two woman owned businesses and one of which is a minority business owner.	*
47	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	From inception, the foundation of our equipment was based on effective and durable products, allowing us to provide solutions to your agencies no matter what their needs are for their facilities offering or product support. While many other companies have consolidated their product offerings, TRUE continues to expand and manufacture one of the broadest lines of cardio and strength equipment designed functionally and financially to meet the varying needs of every sector. Being a privately held company, we can react quickly to market demands and make financial decisions based on our current and potential customers’ needs. Whether those needs include shipping product or parts immediately or changing the colors of our frames, upholstery, or accents to match the brand or branding of our/ your clients. For example, customizing and branding in many of your agencies’ sectors has become more prevalent and a way to promote the community and entity, and our ability to accommodate their needs through labels or decals is imperative. TRUE and our engineering team continuously evaluate our products to meet some of the unique requests we receive to add or change our current offering to meet those needs. This customer-centric approach has improved our products and allowed us to enter new sectors.	*

**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 *
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48	Do your warranties cover all products, parts, and labor?	<p>TRUE has one of the best warranties in the fitness industry. Our standard commercial cardio warranty is a full three years for parts and labor. We also extend the warranty to five years on motors, drive motors, and motor controllers on our treadmills, and our frame is warranted for defects in material and workmanship for as long as the original purchaser owns the product. Although many of our competitors offer something close, we also include all wear parts which include such items as belts and decks for treadmills with the exceptions being cosmetics headphone jacks.</p> <p>Our strength equipment comes with a ten (10) year warranty on the frame, five (5) years on the bearings (excluding linear bearings) and guide rods and pulleys. The cables, belts linear bearings, linear shafts, and all other components not mentioned elsewhere in this warranty comes with a one (1) year warranty. Cosmetics, coatings, grips, and upholstery comes with a three (3) month warranty. We also warranty the labor for one (1) year on all things with the exception to cosmetics, coatings, grips, and upholstery which will also carry a three (3) month warranty.</p> <p>We do have the ability to extend our warranties to the clients based on their needs. Our most common length of extensions would be for years four and five on cardio products. These warranty extensions can cover both parts and labor or just parts. Many companies or institutions we have worked with who have onsite maintenance staff will, with our assistance, adjust the warranties to be representative of the needs they have.</p>	*
49	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>TRUE does not impose usage restrictions such as time or mileage on our machines. We fully intend that our products with care and proper maintenance will last through the warranty and beyond. We do however limit the warranty when the damage or failure is the result or caused by improper assembly/ installation when the participating entities elects to perform these duties without the assistance of TRUE Fitness, it's installation team, or an authorized service technician. TRUE can also limit coverage if the participating entities fail to follow instructions and warnings as outlined in the owner's manual, accident, misuse, abuse, unauthorized modifications, or failure to provide reasonable and necessary maintenance.</p>	*
50	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Yes, TRUE's servicing distributors or independent service providers are paid an hourly rate for the first hour and any additional time past that, determined by their level of training and market expertise. We take into consideration their availability and travel time, and will work with them to preauthorize service inquiries with special circumstances. With over 1,000 independent service providers we have tried to eliminate long travel times for any of our clients, but we do understand from time to time there will be a significant distance from the client to our providers. In the case of travel of over 125 miles or 202 kilometers we will require a preauthorization for reimbursement.</p>	*
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?	<p>We are a global company and utilize many service technicians across the world. There are many places we can perform warranty repairs; however, we do recognize there are some outer reaches where our products will find a home. In those extreme cases, we will still be able to provide training or troubleshooting using one or more of the following media options; our Learning Center for service school certification, a prerecorded product video, a virtual consultation, live webinar with recording or an onsite training for their service personnel.</p>	*
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?	<p>All of the products offered in this RFP come directly from TRUE, however, we recognized to complement our offering to the Sourcewell family our dealers may supply ancillary items. The warranties for those products do not fall under our stated warranty and would fall to their specific warranties.</p>	*
53	What are your proposed exchange and return programs and policies?	<p>TRUE like many others tries to ensure the proper order has been sent to the customers. We have many checks and balances put in place to ensure the right product, correct control board and colors (if it is an option) has been selected by the customer, signed off by the customer and then properly filled by our employees. We do, however, understand occasionally there has been an error and will make sure it has been taken care of. If all items have been agreed upon and signed off and upon arrival there needs to be product either exchanged or returned, we will work with them to make it as smooth as possible for all parties. The standard in the industry for a returned non-damaged item is a 25% restocking fee plus the cost of freight. We will reduce that fee to 15% plus freight to your clients.</p>	*

54	Describe any service contract options for the items included in your proposal.	<p>In addition to the above-mentioned extension of warranties for coverage up to five (5) years on parts and labor, we also through TRUE and our dealer partners offer preventative maintenance (PM) agreements. We understand the value of having a working product in the facility for our clients. Nothing is more noticeable than an out of order sign especially when there is a limited number of pieces on their floor. A PM contract is designed to assist the customer with maintaining their products in like-new condition. The PM contract is suited to fit the needs of your client's usage rates and budgets. Where some facilities, such as a major university may see thousands of students weekly, other facilities in a local municipality may only see a hundred or less weekly. Our teams will work in conjunction with each location to prescribe, based on years of experience the best frequency of PM visits in a year.</p>
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**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	<p>Although the ideal purchase would be one in which all products are paid for in advance of shipment, we understand it is not always possible. Our terms are based on the financial well-being of the client, usually net 30. We take safeguards for the benefit of both entities. A credit application with a credit limit request will be sent to the procurement department of the client. We then check the application to validate their response and offer them terms if in good standing. In situations, such as a university, we have accepted a letter of credit as an appropriate response to the application. Our dealer partners also create their own acceptable terms of payment which may include net 10 or 30 depending on the institution.</p>
56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Yes, we offer financing options through third-party financial institutions that specialize in programs for municipalities to provide the flexibility and convenience needed to optimize your clients cash flow. We can customize the lease to meet the unique needs of each agency to include deferred payments, \$1 or a Fair Market Value (FVM) purchase option. The leasing terms can extend from a minimum of 2 up to 7 years depending on the size of the transaction. We offer 100% financing at competitive, fixed rates. We will ask questions of the client to make sure which program best fits their needs.</p> <p>Municipalities can take advantage of both municipal and commercial rates. When doing a true municipal transaction, the entity is exempt from Federal taxes. The municipality owns the equipment at the end of the lease term for a nominal purchase option of One Dollar. Payments from these transactions typically come from the entity's capital budget.</p> <p>When making a lease with a purchase option greater than One Dollar, commercial rates are used. A municipality will opt for this type of lease if uncertain of its desire to keep the equipment at the end of the lease term. A Fair Market Value Option (FMV) is included in the documentation package. When the purchase option comes due, the municipality has the following choices: Remit the purchase option amount and keep the equipment. Return the equipment to the Lessor's designated location at the municipality's expense. Work with TRUE or another equipment vendor who will satisfy the purchase option and remove the equipment at the time of the new equipment delivery, then continue to lease the equipment.</p>
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.	<p>Any proposal that is generated by a TRUE Sales Representative or regional Dealer will include our Sourcewell Contract Number as well as the Agency's Account Number found on your website, to provide validity to the contract and the special pricing honored. Every purchase transaction initiates an Order with an Acknowledgement that allows the agency or dealer to confirm the correct product, colors, options and pricing. Terms and Conditions are clearly outlined, along with Payment Terms. *Please see folder 06-TRUETransactionDocuments for examples.</p>
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?	<p>Yes, we accept P-Card procurement and payment just like a credit card payment without fee or additional cost to the agency.</p>

**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.	TRUE has provided your agencies with a very competitive discount across all line items and product categories. Included is our Manufacturer Retail Selling Price, the Sourcewell Percentage Discount, and the Sourcewell Agency Purchase Price. Due to the cost of goods, we will have a singular product or two that doesn't allow for category discounts and thus the line item. *Please refer to folder 05-TRUEPricing for your Sourcewell Price List and TRUE Sourcewell Contract Pricing Statement.
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.	The pricing discount offered is based off a percentage discount of MSRP which range from 30-35% off depending on the category.
61	Describe any quantity or volume discounts or rebate programs that you offer.	TRUE and our authorized Dealer will include an additional discount for larger quantities and or volume. TRUE will provide an additional 3% discount on all orders over \$100,000.00. All orders over \$250,000.00 will receive a 5% discount.
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.	Sourced products or related services/ Open Market items are available to members from both our dealers and our direct team. Pricing for these open markets items will be negotiated between both parties as no set policy is in place to charge "at cost" or an additional percentage, however discounts will be comparable to our equipment pricing. All Open Market products will be noted as such by both our dealers and direct team and will not be included in the administrative fee calculated quarterly for this contract. All orders whether it includes our products or an open market item will require the Participating Agencies' account number for tracking purposes.
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.	TRUE will have additional charges not on the price list which include, certified product training by a Master Trainer to the facility's teaching staff, or charges for all customization which include but are not limited to, custom frame color and upholstery colors outside of the standard offering. We also charge for all special branding such as wraps of the product based on the clients needs.
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.	These costs are quoted on a per deal basis and are approximately 8-14% of the purchase price. The variance is dependent on shipping costs, distance travelled and logistics required to final destination from factory in O'Fallon MO.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For deliveries to Hawaii, Alaska and any offshore Agencies, TRUE will partner with a shipping company that will utilize ocean transit container to be shipped to the location. Our installation team either TRUE directly or our regional partner will meet the ship and off load the container and proceed as normal from this point. Alaska may also be shipped as we do all our products via trucking unless it is in the outer regions of Alaska and the request of the client is different then van line. For shipments into Canada, we will work with our dealer to broker a freight carrier who will pick up the goods from our O'Fallon plant and transport with proper documentation to our dealer partners as normal and then they would continue with the installation. This would remain under standard operating procedures for TRUE.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	TRUE will always work with the client to best serve their needs. Under special circumstances it may require us to air freight products to meet the deadlines of an opening date at the agreed upon costs to the client. For TRUE this is not a standard procedure, but we are able to accommodate the client.

**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.	The Pricing Offered in this Proposal is better than what TRUE and its dealers typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. We feel this award and the scope of it is justified in offering these prices, and recognize on a select basis that larger volume or special agency circumstances may merit a greater discount as outlined in your contract.

**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.	TRUE has designed and integrated a new CSRM system in the past two years, and along with the customer data in Salesforce, we recently implemented a new protocol in our SOPS to provide all of the auditing as required by this contract. Originating with our direct and dealer team, we input the client's formation including designation of their Sourcewell Agency Account Number or eligibility. When a quote is being generated, Salesforce will already have our approved Sourcewell pricing to ensure accuracy. Every Order is coded and has a specific Sourcewell Sector designation that will allow us to easily pull the sales transaction data. All purchase orders from either our dealers or the end user will require the Sourcewell Contract be included as well as the Agencies' Account Number and be doublechecked for accuracy before being acknowledged. We have outlined penalties for our dealers that do not report information consistently and accurately, and provide updates on sales activity and best practices, along with participation requirements in our quarterly communications.
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.	We have used the market sectors of the Sourcewell Agencies to identify specific targets for business growth and have acquired databases to distribute to our dealer partners. With this investment and strategy, we have outlined expectations for market growth and customer contact, specifically outlining municipalities, government agencies and higher education agencies. We conduct an annual business review with each dealer and establish sales goals, and review their success on a quarterly basis. We have identified key dealers that will be incentivized to attain more business specifically with Sourcewell Agencies in their assigned regions. We estimate there could be a 10-15% annual sales increase with focus on these customer sectors.
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.)	TRUE is committed to a 3.0% fee for all products purchased through the Sourcewell membership which will be paid to Sourcewell as outlined in the RFP by TRUE Fitness.



**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.	TRUE will supply your Agency's a complete solution to today's market needs, trends and budgets. With differentiation of Full Commercial, Light Commercial and Vertical Market Applications, we manufacture equipment to meet the requirements of each application. We offer six different styles of treadmills including a slat deck, as well five different versions of its elliptical products with fixed stride and variable stride length. In addition to those we offer multiple upright and recumbent bikes, a seated elliptical, a stair climbing product and a lateral trainer for cardiovascular products. TRUE's strength line is over 100 machines, offering includes multiple lines of circuit equipment to meet the user's needs. We offer a high-end, a mid-tier and an entry line of combination or dual stations to meet the unique needs of each facility. TRUE manufactures a complete line of free weight products with the standards of olympic benches, to racks and platforms are included here as well as the complimentary movement pieces. We have also added a complete plate load line of products with some exclusive training stations to advance exercise movements. TRUE also produces a functional line of products that are modular in nature. The design of the product allows each client to design the product to their individual needs for either programming or space. These units can be added to in the future and most importantly, they are not required to be bolted to the floor, so as trends and rooms change, the client can move them to a new more desired location. As of the time of this award, TRUE is also in development of additional products that will be added to the RFP when available.
72	Describe the unique design, features, or attributes of the equipment and accessories offered in your proposal	Technology and Convenience can be very important to many users, and with that we offer the ability to access streaming subscriptions via Apps to display favorite content on the console while exercising, or connect the individual's personal device easily and mirror content. Efficiency and Proper Range of Motion is key to a great experience, and we offer a Height Adjustment Guide on our strength stations to make it easier for a user to set the correct position and have that setting be the same across the entire strength circuit. To accommodate the wide variety of needs for different size users, we offer several ellipticals that include adjustable stride length allowing taller and shorter individuals to get the same great workout on the same machine. Offering challenging and goal-oriented workouts can not improve a workout, but keep a user engaged and committed to their wellness goals. TRUE offers exclusive programs like HRC Heart Rate Control Program, Cardio 360, Arm Blaster, Glute Kicker, X-Mode, to name just a few. Strength training has continued to involve functionally, and we've supported those needs with a trainer that offers vertical adjustment columns which rotate 360 degrees to allow unrestricted movement in multiple planes.
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	TRUE is a complete fitness company offering products in all fitness categories and will continue to expand the line as research and development identifies needs, while striving for new and better ways of producing great workouts. Some of the sub-categories we offer include complimentary machines like the Dual Action Air Bike, our Octane Ro' Air/Resistance Rower, our Recumbent Elliptical which is great in active aging or therapy communities, Stryker Slat Deck Treadmill which compliments Athletics or Sports Performance, and the importance of pre- and post- workouts flexibility guiding the importance of stretching with our Stretch Trainers available in both a fitness and golf version.

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments
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74	Individual or group cardio training equipment and related accessories.	<input checked="" type="radio"/> Yes <input type="radio"/> No	TRUE started its manufacturing in this category. We are currently in the process of adding to our group side and would like to add those products upon release and approval. From multiple tiers of Cardio machines including Indoor Cycles and Ellipticals, to Slat Deck Treadmills for sports performance, TRUE offers multiple lines of every cardio category designed for need, function and budget.	*
75	Individual or group strength, agility, and mobility training equipment and related accessories.	<input checked="" type="radio"/> Yes <input type="radio"/> No	TRUE offers over 100 commercial strength products. 55 dual & singles station selectorized machines. 34 free weight benches and racks. 8 Functional trainers and 5 Multi-Station gyms. 16 plate load machines and 2 group training systems.	*
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	Many of our cardio and strength equipment can and are utilized in exercise/sports rehabilitation. Our Treadmills with their higher elevation and medical handrail option, the Spectrum Elliptical with a variable stride and zero impact. Our upright and recumbent bikes are often used especially with the reclining seat of the elliptical, along with an arm rest kit to ensure safety of user. Our strength equipment either comes with or can add range limiters for many of the movements needed for rehabilitation. Even our weight stacks on some of our units have a ratio in which an injured person can start with a very low weight.	*
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	We do not require online programming and / or charge for subscription, but allow the user to access their own preferred virtual programming option via wi-fi via App access, and in many cases, upload their workout history using their Apps or Apple Watch, for example. As mentioned in our technology section, we integrate with both Apple and Android apps We work with many of the leading heart rate monitors especially the industry standard, Polar. On our weight equipment a QR code is prominent so the user who is unfamiliar can view the movement from their phone, all of which is free of charge.	*



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	TRUE has both an internal service support team and a comprehensive listing of over 1,000 service providers across the nation and Canada. Our software has an embedded diagnosis system that allows the facility administrator or service provider to identify potential issues with their equipment and quickly address it, including basic calibration to use history. Our installers are fully trained and certified to complete the most difficult installations, which starts with our internal staff or local dealer designing the agency's space with CAD drawings that consider entry, flow of traffic, ADA space requirements, etc. In addition to our strong standard warranties, we also offer extensions or partner with a reputable third-party warranty company for added coverage. Our dealers and installers are also able to provide at a negotiable cost a Preventative Maintenance Program that ensures the performance of the equipment and can extend the life expectancy.
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**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](#) - 01-TRUEPricing.zip - Tuesday May 21, 2024 16:55:40
- [Financial Strength and Stability](#) - 02-TRUEFinancialStrength2024.zip - Wednesday May 22, 2024 10:26:45
- [Marketing Plan/Samples](#) - 03-TRUEMarketingPlanandSamples.zip - Wednesday May 22, 2024 10:27:11
- [WMBE/MBE/SBE or Related Certificates](#) - 04-TRUECertifications.zip - Tuesday May 21, 2024 16:56:15
- [Warranty Information](#) - 05-TRUEWarrantyInfo.zip - Tuesday May 21, 2024 16:57:21
- [Standard Transaction Document Samples](#) - 06-TRUETransactionDocuments.zip - Tuesday May 21, 2024 16:57:31
- Requested Exceptions (optional)
- [Upload Additional Document](#) - 08-TRUEAdditionalDocuments.zip - Wednesday May 22, 2024 10:27:28

## 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. - Jim Zurfluh, Regional Manager / Sourcewell Account Manager, TRUE Fitness Technology, Inc.

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<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