

**Solicitation Number: RFP #081120****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 (Vendor).

Sourcewell is a State of Minnesota local government agency 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 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.

Vendor 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.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor'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.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor'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 is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor'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, Vendor 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.

Vendor 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 Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor 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

Vendor 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 Contract Administrator. This form is available from the assigned Sourcewell Contract 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 Request Form will become an amendment to this Contract and 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. Vendor 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.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members 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. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor'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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. 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 of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. 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 may be negotiated between a Participating Entity and Vendor, 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 worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

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

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **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.** Vendor 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. Vendor 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, 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, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer 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 Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor 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. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcwell 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 Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **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. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 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.

13. GOVERNMENT DATA PRACTICES

Vendor 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, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor'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 its and their respective distributors, 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. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. 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 vendors which may be used until the next printing). Vendor 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 Vendor 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. 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.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor 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.* Vendor 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-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor 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, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor 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 Vendor'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 Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell 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 Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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.** Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. 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.** Vendor 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 Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. 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 also require additional requirements based on specific funding specifications. 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 Vendor’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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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, Vendor 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, Vendor 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). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor'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.

24. CANCELLATION

Sourcewell or Vendor 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 Vendor’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:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

DocuSigned by:
By: Matt Hacker
CD5D0968E17B4D5...
Matt Hacker

Title: Director of Operations & Procurement/CPO

Title: Chief Financial Officer

Date: 9/28/2020 | 2:51 PM CDT

Date: 10/1/2020 | 1:06 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO

Date: 10/1/2020 | 1:08 PM CDT

RFP 081120 - Fitness Equipment with Related Accessories and Services

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. This is our actual name not TRUE Technologies, Inc.

Address: 865 Hoff Road
St. Louis, MO 63366

Contact: John Brey

Email: Jbrey@truefitness.com

Phone: 262-955-5372

Fax: 877-838-0008

HST#: 43-1240135

Submission Details

Created On: Tuesday June 23, 2020 16:23:04

Submitted On: Tuesday August 11, 2020 14:57:43

Submitted By: John Brey

Email: Jbrey@truefitness.com

Transaction #: a0ba269f-a3e0-4d73-b066-cf5f3929abcb

Submitter's IP Address: 65.30.7.221

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	TRUE Fitness Technology, Inc.
2	Proposer Address:	865 Hoff Road O'Fallon, MO 63366
3	Proposer website address:	https://www.truefitness.com
4	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
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: John Brey, Title: Director of Education Address: 348 Wesfield Way, Pewaukee, WI 53072 Email Address: JBrey@truefitness.com; Phone: 262-955-5372
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Mike Kelly, Title: Vice President of Sales Address: 865 Hoff Road, O'Fallon, MO 63366 Email Address: MKelly@truefitness.com Phone: 404-386-6128

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	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>In the 1970's two brothers decided to build a better mouse trap after their father brought home a treadmill. While using the treadmill, as avid athletes, and runners, they saw and felt several of its flaws and thus began the TRUE journey. 1979 saw the launch of the first treadmill under True Sports. Later in 1981 TRUE behind its two core guiding principles: Build the highest quality products and support them with superior service, launched their first treadmill under the TRUE Fitness Technologies name. Constantly looking to make the treadmill better and safer, TRUE introduced the first removable safety key on a treadmill in 1988. A quick four years later, TRUE introduces its patented Soft System that transfers the shock of impact, that is usually absorbed by the walker/runner's body into the treadmill itself. Two years later we implemented the first orthopedic running belt to add greater shock absorption and in 1996 we introduce 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 the 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. Today we are proud to introduce our first slatted 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 rubber slats to absorb shock and not give it back while adding years to the life of the treadmill.</p> <p>In 1999, TRUE increased its portfolio to add ellipticals and</p>

		<p>upright and recumbent bikes. Three years later we introduce one of the most recognized pieces in the industry, the TRUE Stretch. The TRUE Stretch can be seen everywhere! People have used this piece to stretch pre and post workouts 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.</p> <p>In 2015, TRUE expands its commercial strength portfolio by acquiring Paramount Fitness. Paramount Fitness is one of the pioneer companies in this industry along with Universal strength. Combining the two companies has broadened our offering to your clients. We, however, didn't stop there, we continue to add to our strength line and over the past several years we have added more equipment on both the free weight, functional and circuit equipment. Two years ago, in keeping with our principals of highest quality products, we brought on the former head of development for Cybex to assist us with our newest offering the Palladium circuit line. In doing so, we have a combine 80 plus years of weight equipment engineering to offer the best line in the industry. Our story is not over with the product date line as we continue to innovate and develop new products for this market. TRUE has also made several transitions from a small plant to now one in St. Louis and the other in Taiwan. We also made a change to our distribution model and introduced a direct sales force in 2017 to complement our years of experience with the dealer market. The saying goes "You are an overnight success," but truth is we have been working on that cliché` for over 39 years.</p> <p>The overnight success really like all beginnings starts with a solid base. Every employee at TRUE focuses on our four core attributes. Customer-First has made TRUE the oldest family owned and operated company in the fitness industry. Product Design Expertise is the foundation of producing equipment that only looks good or feels great but lasts a long time. This is empowered by decades of experience and constant refinement which leads to our Exceptional Product Quality. We know products are not failproof and thus our fourth attribute is Responsive Service. We take the reliability of our equipment personally and go to great lengths to deliver exceptional personal service.</p>
8	<p>What are your company's expectations in the event of an award?</p>	<p>Receiving an awarded contract would mean the work between TRUE's direct salesforce and dealer partners in the U.S. and Canada would begin with Sourcewell and their clients. 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. It is our organization's desire to create long lasting relationships with partners. True success is derived in the numbers and as a first-time awarded organization, we expect to see an increasing impact of sales and service over the life of the contract. We by no means believe it to be easy but it will provide a level playing ground for us to work.</p>

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>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 President 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 industry. Every employee at TRUE focuses on our 4 core attributes of:</p> <ol style="list-style-type: none"> 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. <p>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 a healthy lifestyle.</p> <p>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 10 years. Please see financial attachments.</p>	*
10	What is your US market share for the solutions that you are proposing?	<p>TRUE is a 39-year-old company in 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 many of the markets covered in this RFP. Approximately one year ago we began to track our dealer's sales and our direct sales efforts through market codes. Although this is an improving measurement tool for us, our efforts of tracking the US market has resulted in approximately 20% of our total sales for your markets. Based on industry data, TRUE is one of the top 5 fitness companies in the US market..</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	<p>TRUE is a 39-year-old company in 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 many of the markets covered in this RFP. Approximately one year ago we began to track our dealer's sales and our direct sales efforts through market codes. Although this is an improving measurement tool for us, our efforts of tracking the Canadian market has resulted in less than 10% of our total sales for your markets. Based on industry data, TRUE is one of the top 5 companies within the Canadian market.</p>	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	TRUE Fitness has never petitioned for bankruptcy protection.	*

13	<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 employee-based service team. In 2016 TRUE made a market shift from an all dealer network to a hybrid of direct and dealer coverage. TRUE currently has a Vice President of Sales, National Sales Manager, four Dealer Managers who oversee over 100 distributors, three Market Specific Managers (Government, Education and Hospitality), a Key Account Rep, and seven Territory Reps spread across the country.</p> <p>Our relationship with our dealers is vital to this contract. Many of our dealers also serve as our service providers and install our products. Their focus for many of them are the clients you represent. Our direct team works with them on many of our sales and would be primarily focused in on the larger schools.</p>	*
14	<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>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.</p>	*
15	<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 *
16	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 recently received the Service From the Heart Award, which recognizes our superior customer care given to Best Western members and staff as a supplier. In addition, we have been awarded as a Best Buy treadmill, Runner's World's Plushest Ride, and Reader's Choice Award for Best Premium Treadmill.
17	What percentage of your sales are to the governmental sector in the past three years	As previously mentioned, TRUE was a dealer-based company who focused on growing the business of our dealers. Recently we have added a seasoned Market Manager whose efforts in the Governmental sector has produced between 1-14% of our current sales. Previous to the arrival of this Market Manager, data was not captured as we did not implement a market code for tracking until recently. For many of our dealers, this is a large portion of their business. They have worked with local municipalities as well as non-profits as part of their business portfolio, we are just starting to capture all of this information.
18	What percentage of your sales are to the education sector in the past three years	Much like the previous answer, TRUE hired a seasoned veteran of the Education Market in 2018. To date we have been able to track 10% of our sales into this market. We can acknowledge more sales through our dealer network but are unable to report their sales as it was not a requirement of the previous dealer contract.
19	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 thirty six of the thirty-nine years of our existence we have been a dealer-based manufacturer. 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 but only through a purchase order. TRUE is moving to a hybrid distribution and our intentions are to own more of these contracts moving forward much like this cooperative, will name our distributors as authorized dealers to capture more of this information.
20	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?	TRUE holds the U.S, Navy IDIQ three-year contract and we have produced \$325,000.00 for the past three years.

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
St. Edward's University	Clint Jones	512-637-1936
The University of Texas at Arlington	Durl Rather	817-272-3277
Pasua Yaqui Tribe	Reuben Howard	520-883-5000

Table 5: Top Five Government or Education Customers

Line Item 22. 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 *
St. Edwards University	Education	Texas - TX	Brand new Recreation Center opened in 2020. TRUE is the dominate manufacturer as we provided over 90% of the equipment in this center	\$322,029.00 \$29,617.00	\$351,646.00
South Dakota State University	Education	South Dakota - SD	SDSU completed a rennovation of their exsisting recreation center in 2018. TRUE provided them with all of their circuit weight training equipment as well as most of their cardio equipment.	\$106,676.00	\$106,676.00
University of California at Davis	Education	California - CA	In 2019 UC Davis rennovated their fitness center and TRUE provided them with a large portion of their cardio equipment.	\$25,505.00 \$51,994.00 \$20,000.00	\$83,994
Cobb County	Government	Georgia - GA	Cobb County Senior Wellness Cobb County Employee Wellness	\$20,000.00 \$25,000.00 \$15,000.00 \$40,000.00	\$100,000.00
Richmond Heights Community Rec Center	Non-Profit	Missouri - MO	Strength and Cardio products purchases.	\$21,000.00 \$7,000.00 \$14,000.00 \$100,000.00	\$121,000.00

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
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23	Sales force.	TRUE in 2016, TRUE had a sales force of four Dealer Managers and a Key Account person. In 2017, we made an investment into our business to add a direct salesforce. Over the past three years we have added a direct team to cover the Southeast, Mid-Atlantic, New Jersey- New York- Pennsylvania, New England, Midwest, Plain States, the South, Southwest and Northwest. We have also added to our Key Account role as well as added Market Specialists into the Government, Education and Hospitality. We have also added a National Sales Manager and a Global Manager in addition to an international representative. As we continue to grow, we will further subdivide those markets for better coverage.	*
24	Dealer network or other distribution methods.	TRUE has built its business utilizing the dealer network. As previously mentioned, we have an extensive listing of dealers throughout the United States and Canada. I have attached a listing of those dealers we will utilize for this RFP. We also know there will be additions and subtractions from this list and so we will make sure there is current listing available to Sourcewell and its members. Our dealer network is vital to the success of the Sourcewell contract. They are in most every state and have been working with us for 39 years. They will continue to represent us in many of the markets covered by this contract. The dealer network is also vital to our service and installation process.	*
25	Service force.	TRUE is a global distributor with over 700 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. We continue to add new companies and or subtract service providers who do not live up to the standards our service department sets. 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 one of them.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>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. Add in over 360,000 on-hand parts and our ability to ship 89% of those parts the same day and 95% of parts within two days and you have the foundation of a fabulous customer service program. It all starts with the customer contacting TRUE service through our dedicated service line or 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 service.direct@truefitness.com , which makes up for over 50% 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, thus leaving you less time to hum the hold music and more time to resolve your product issue. 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.</p> <p>Once our team has been able to determine the product through its serial number(s) and diagnosis the issue(s), we discuss and implement an agreeable service plan with the Sourcewell member and TRUE product owner. The service plan currently is averaging a case life cycle of 6.9 days from opening a case to resolution.</p> <p>We go into greater detail about our service provider certification process in the answer for question 28. We do require all technicians to go through our online 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. Just completing the certification however is not enough to become a TRUE provider. 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.</p> <p>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 will increase.</p> <p>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 understand of the product(s) in their environment, as well as providing a great evaluation opportunity of our service providers.</p>
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>TRUE is a global company with contracted independent dealers and service providers. We currently employ 12 direct sales reps and have listed over 70 dealers spread throughout the United States and Canada. To date we have over 700 contracted service providers to support the efforts of the aforementioned team. TRUE and its management team will continue to grow all parties to support the growth its growth while providing excellent service to our customer base.</p>

28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As mentioned prior, TRUE is a global company we currently have a dedicated dealer manager to work with our Canadian distribution channels. At this time we have identified two companies strategically positioned in Canada with years of experience covering all of the providences. We do have additional dealer distributors in Canada should we feel our need to expand our program based on the results of an award. 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.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	With over 700 contracted providers, we feel that we should not have any gaps within the United States or Canada when it comes to service. 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.	*
30	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?	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 all 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 but not the actual service.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	TRUE has no contract restritions that would prevent us from any of your participating entities in Hawaii and Alaska and in US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	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.	At TRUE, we are committed to promoting our premium fitness equipment through a robust internal marketing team. We have the ability to market this contract opportunity through a variety of channels. We will create a press release, which would be distributed amongst our trade publications network in addition 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 premium marketing piece, in addition to a partnership announcement distributed at our future tradeshows. 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 our Market pages, and we will add the partnership to our product line brochures for applicable markets.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Each year, TRUE creates a powerful marketing plan that utilizes technology and digital data to expand our reach and brand awareness. We utilize the Yoast SEO plug-in to format our metadata, gaining more visitors from Google and Bing, attracting more visitors from social media, and increasing our readers' engagement. We also 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 Facebook, Instagram, and LinkedIn. TRUE optimizes blogs and YouTube videos for more views and reach and utilizes email marketing to reach our extensive contact groups.
34	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?	After the award has been opened and TRUE has been provided a contract with Sourcewell we understand this is just the genesis. A collaboration between Sourcewell and TRUE is essential to ensure a successful award. The partnership begins with an announcement by Sourcewell to its members and since we would be a first time member to the group, we would rely on Sourcewell and its rich history to work with our marketing team to create not just a successful launch, but future marketing material targeting those members who can benefit from our exercise equipment.. We anticipate a strategic partnership which includes a contract training program for both the True staff and our valued dealer partners. And although these trainings may not be at the same time, it would include but not be limited to how to integrate this award into our daily practices across all of TRUE's and our dealer's departments. Further we would expect that while attending strategic events such as tradeshows for both Sourcewell and TRUE we can expect there to be mutual support to promote our products and the benefits of a Sourcewell membership. As a new member to the contract, we would expect there to be some hiccups along the way and with an assigned contact from Sourcewell we can hope to minimize them as quickly as possible.
35	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 through the length of this contract. As technology changes and improves it may be an option we fully embrace throughout the company

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	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.	<p>Our service and maintenance program begins for the customer the day of the order placement. Along with our sales department, we work with the customer 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.</p> <p>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 a 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.</p> <p>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 member and TRUE Sales team.</p>

37	Describe any technological advances that your proposed products or services offer.	<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. 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.</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 be entertainment... As we see it... there are three components to ‘smart’ equipment:</p> <ol style="list-style-type: none"> 1. Data gathering – need to measure to improve – accuracy, diversity of sensors, convenience, ease of use, 2. Data Visualization – present the data to the exerciser in a useable way, 3. Data Insights (use the data to help you get more out of the experience). Macro – individualized vs. group. Insights on individual 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. Artificial Intelligence (A.I.) could see ‘abnormally good results.’ For instance... what is the next ‘H.I.I.T.’? Pooling 100s of 1000s of people doing random things will discover these insights. <p>TRUE is on the cutting edge of utilizing artificial intelligence in programming geared to end users. True A.I. requires a huge corpus of data. If customizing workouts was that easy...it would already be done. TRUE was the first company to gather the kind of data required to train A.I. systems to get results. This new technology will allow us to do many things with our programs – from responsive, to custom workouts for trainers at Clubs that use Envision with Compass® consoles.</p>
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38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>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% efficient 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.</p> <p>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</p> <p>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.</p> <p>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.</p>
39	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.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>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% efficient 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.</p> <p>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</p> <p>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.</p> <p>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.</p>
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Being a privately held company, we can pivot and make quick decisions based on our current and potential customer's 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. Branding in many of the markets you represent is becoming more prevalent and our ability to accommodate their needs through labels or decals is imperative.</p> <p>Being nimble allows TRUE and our engineering team to adjust our products to meet some of the unique requests we receive to add or change our current offering to meet those needs. This approach has improved our products and allowed us to enter into new markets.</p> <p>Our equipment's foundation based on effective and durable products allow us to provide solutions to your members no matter what their needs are for their facilities offerings or for their product support.</p>

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims

procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	<p>TRUE has one of the best warranties in the fitness industry. Our standard warranty for cardio is a fully three years for parts and labor. We also extend the warranty to five years on motors, drive motors, and motor controllers on our treadmills, 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, iPod and the like connectivity and 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 an onsite maintenance staff will with our assistance adjust the warranties to be representative of the needs they have.</p>
43	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>
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>TRUE's servicing distributors or independent service providers are paid a base rate of travel up to 75 miles or 121 kilometers round trip, all additional travel is reimbursed at \$0.57 per mile or 1.6 kilometer traveled. With our over 700 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 client to our providers. In the case of travel of over 125 miles or 202 kilometers we will require a preauthorization for reimbursement.</p>
45	Are there any geographic regions of the United States (and Canada, if 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>

46	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?	The majority of products offered in this RFP come directly from TRUE, however, we recognized to complement our offering to the Sourcwell family we have added other manufacturers. The warranties for those products do not fall under our stated warranty and would fall to their stated warranties.	*
47	What are your proposed exchange and return programs and policies?	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.	*
48	Describe any service contract options for the items included in your proposal.	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 affiliates 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 a 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.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	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 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.	*

50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Yes, we offer financing options through our partners in the industry to provide the flexibility and convenience needed to optimize your clients cash flow. We can customize the lease to meet the unique situations which could 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 doing 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. Continue to lease the equipment.</p>
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>When Sourcewell clients are ready to place their order whether through our dealer network or our direct sales force the member will send the following information:</p> <ul style="list-style-type: none"> Member's Order reference number. TRUE's Sourcewell contract number Sourcewell Member number Description of the products (product, control board, part, etc.) and/or services covered by the order. Quantity of each item ordered Price Requested delivery date Ship to address Site Survey Billing address Any special shipping, delivery, or handling requirements Signed quote if provided one <p>All questionnaires regarding any electronic requirements to ensure proper connection to the device.</p> <p>TRUE will do their best to comply with delivery dates requested by the Member. For many of our products we would like to have as much notice as possible from the Member. This courtesy allows TRUE to manufacture the products with precision to their unique order. In the case of customization such as unique frame colors, we inform the Member and our Dealers of the length of time it might take verse standard.</p> <p>TRUE dealers will pass on this same information via their purchase order to TRUE Fitness to perform the audit trail needed to comply with the contract.</p> <p>It will be the responsibility of TRUE to pay all fees associated with the purchase(s) of Sourcewell's Members and not our dealer network. This will ensure TRUE to perform the analytics of sales, quantities of each unit, locations, dealer involvement and the like to ensure success in this program.</p>

52	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?	Because TRUE is including our dealer partners to best serve this contract, they will be able to receive payments directly from members but at their discretion. Many of our dealers do in fact accept this method without additional fees while others have limitations on the amount they can accept or if additional fees will be added. TRUE will be able to accept P-card purchases when working through our direct sales force. Due to the uncertainty of the financial market and the fees they charge, we reserve the right to limit or eliminate the use of P-cards. TRUE will add an additional fee to the use of the P-card based on the fees associated with the financial institutions to process.
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Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	TRUE has provided you with a combination of line-item and product category discounts. 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 the pricing attachment of all our products along with our partner's SKU's for detailed discounted pricing.
54	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.
55	Describe any quantity or volume discounts or rebate programs that you offer.	TRUE 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.
56	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 and additional percentage. All Open Market products will be noted as such by both our dealers and direct team and will not be included in the rebate calculated quarterly for this contract. All orders whether it includes our products or an Open Market item will require the member's account number for tracking purposes.
57	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, product training by a Master Trainer to the facility's teaching staff. We also charge for all customization which include but are not limited to, frame color and upholstery colors outside of the standard offering. We also charge for all branding of the product to the clients needs.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	TRUE 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.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For deliveries to Hawaii and any offshore accounts, TRUE will partner with a shipping company that will fill a container to be shipped to the location by ocean. Our installation team either TRUE directly or our partner will meet the ship and off load the container and proceed as normal from this point. Alaska would 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 would ship to our dealer partners as normal and then they would continue with the installation. This would remain under standard operating procedures for TRUE.
60	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. Based on past history we have airfreighted product 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
61	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.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	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.	TRUE's CRM system, Salesforce, is our system 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 contract or eligibility. When a quote is being generated, Salesforce will already have our approved Sourcewell pricing to ensure accuracy. All purchase orders from either our dealers or the end user will be doublechecked for accuracy before being acknowledged. Salesforce allows us to create reports for any analytic we need to monitor or track. This includes but is not limited to lead generation, sales, open orders, aged invoices, parts and dealer tracking information.
63	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 2.5% fee for all products purchased through the Sourcewell membership which will be paid to Sourcewell as outlined in the RFP.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>TRUE offers its customers a complete solution to today's market needs and trends. We offer four different styles of treadmills, two different versions of its elliptical products, one fixed stride length and the other a variable stride. In addition to those we offer both an upright and recumbent bike, a stair climbing product and a lateral trainer for cardiovascular products.</p> <p>TRUE's strength offering includes multiple lines of circuit equipment to meet the user's needs. We offer a high end, a mid-tier and a line of combination machines to allow each unique situation and need to be filled.</p> <p>TRUE manufactures a complete line of free weight products. The standards of olympic benches, to racks and platforms are included here as well as the complimentary movement pieces. Although not available at the time of this bid, we are currently in research and design of a plated line of products to add to the three unique pieces we have in this category.</p> <p>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.</p> <p>As of the time of this award, TRUE is also in development of additional products that will be added to the RFP when available. These will add to the group fitness category and additional cardio products.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>TRUE is a complete fitness company offering products in many categories and will continue to expand the line as research and development continues to strive for new and better ways of producing great workouts. We currently offer a complete line of cardiovascular products with include, treadmills (4 different versions) ellipticals (one fixed stride length and one variable), upright and recumbent bikes, a lateral trainer, and a stair climber. We offer not one but three different lines of weight circuits along with two different functional trainers and multi-stack options. With our free weight line we offer all of the main products along with compound movement pieces. TRUE also has entered the functional world with our Atlas and AtlasHD products. These are modular items to fit the size of the room or the scope of the programs the user wants to perform. We are also made sure of pre and post workouts have the ability to stretch with our stretch trainers. Although there are more products in the wings, we will be expanding our group fitness offerings and our cardio line. TRUE is also expanding its weight line and will be able to add these products to the offering shortly.</p>

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
66	Individual or group cardio training equipment and 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.
67	Individual or group strength, agility and mobility training equipment and 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. 5 Functional trainers and 5 Multi-Station gyms. 3 plate loaded machines and 2 group training systems.
68	Equipment and 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, 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. 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.
69	Integration of technology with offered fitness equipment or accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	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 off of their phone.
70	Online or virtual fitness programming	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A at this time.
71	Installation or design services	<input checked="" type="radio"/> Yes <input type="radio"/> No	TRUE has designed many facilities from start of the process through to completion and will our installation team, we are capable of adjusting any and all products at the wishes of our clients once it is on site.
72	Equipment maintenance or repair services	<input checked="" type="radio"/> Yes <input type="radio"/> No	TRUE has both an internal service team and a comprehensive listing of repair services in the field.

Table 15: Industry Specific Questions

Line Item	Question	Response *
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73	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.	TRUE realizes metrics can measure many things and we dissect many things beyond just monetary rewards for growth. As expected, sales is one of the key indicators, and each month our management team oversees the big picture of our growth in our company and from which markets. Our sales teams meet to discuss the previous months results. Every segment of the marketplace is given a code key both our dealers and direct team use to identify which market the sale falls into. This allows us to track the progress of each market and time stamp them for month over month and year over year reporting. These reports provide us with valuable data to understand the trends of the marketplace as each market is unique to each other. Prior to the sale, when a quotation is formed, it is mandatory to list the source from where it originated. Source origin could be from the many trade shows we do a year to an internet inquiry or a simple referral. Sourcewell would be added to the lead source and each year of the contract also receives its own designation to track our growth. All these metrics helps us to see how the Sourcewell contract is being utilized by market and by individual or dealership. Reviewing this information furthers our understanding to who might need additional training or help understanding the opportunities within their market place on the contract and together with our Sourcewell advocate we can provide education.	*
74	Describe how your offering complements, assists, or provides value to improving health and activity initiatives.	TRUE's product line is designed to provide optimal movement to all parts of the body. Whether that is through our cardiovascular line, our strength line, our functional options, or our stretching products, all have been designed to provide full range of movement as well as lower a person's rate of perceived exertion(rpe). Our strength line provides complimentary products for each muscle group. Every muscle within the body has either a pulling, pushing or both attribute and we have products designed to optimize them in that fashion. Our cardio products are designed to allow the user to work out longer with lower rpe's. For instance, our running belt and deck have been designed and patented to lower the amount of trauma received during foot fall which can be up to 10 times the weight of the user. Our elliptical products all incorporate padded foot pedals to ensure a person's foot remains active through the range of motion thus preventing lack of blood flow resulting in numbing. These same pedals are positioned to an optimum Q factor, so the body alignment is in a more biomechanical correct posture during your workouts. The depth of step on our Palisades climber is designed to allow the largest of feet have a landing area that is comfortable. We even provide our recumbent bike users the ability to recline their seat backs to allow for more comfort as well as muscle engagement if injured.	*
75	Describe your offering of virtual programming, training or integration (i.e. app based, pre-recorded, live, etc.).	In the world of evolving personal analytics of health and fitness, TRUE is working with the technology industry to provide options. Although manufacturers of hardware find it difficult to remain as up-to-date as the technology companies, we have designed our systems with an open architecture (API) to partner with leading technology companies to make sure we are either on the curve, or ahead of the curve when it comes to this landscape. The largest manufacturer of wearable technology is Apple and in 2018, Apple shipped 46.2 million wearable devices out of a growing market of 172.2 million devices. Apple continues to partner with many health-related products and one most notably is their alignment with 13 health care systems here in the United State. We at TRUE have partnered with Apple and their Apple Tap to pair our cardio products to the user and their workout data that can be transferred to any number of apps and systems the individual allows in their personal world. We have not limited our connectivity to just Apple, we are compatible with Android devices as well. TRUE's open API extends our ability to work with many	

developers of apps in the technology sector. One such company is North Pole Engineering, their recent purchase of Wahoo who was the “gold standard” in the fitness app world. North Pole Engineering is utilized in many of our control boards with GEM NFC Gymkits, which allow the users to track their workouts through the GymTrkr app and have their workout data at their fingertips.

TRUE's Compass® Console provides fingertip data. Not only during the workout with the data bar at the top of the screen, or the ability to watch TV or browse/stream many of the things they are used to, but the data is being stored in the TRUE Compass Portal as well.

This data is usage for the Club/Facility as well as individual data for the end user and their personal User Profile so they can track – and challenge – their workout regimen. Facility owners and operators have the power to visualize all connected equipment in real time, evaluating utilization patterns, programming, messaging and all error or preventative maintenance codes by unit and facility with state-of-the-art Asset Management. Manage multiple facility locations, customize reports and maintenance tasks to your needs.

The Compass console, dashboard, and online site work together to deliver a complete and connected fitness experience for your members as well by providing them with both the tools and data to help them reach their fitness goals. Their workout data is easily accessible via the Compass portal and cloud with the ability to push to other popular 3rd party fitness apps. With an interactive calendar and ability to set and track achievements and health stats, your facility will help members reach their fitness goals with the technology they are looking for in today's fitness equipment.

Both the Compass and Envision 16 consoles come standard with a GEM NFC Gymkit included. Users can also track their workouts through the GymTrkr app provided by North Pole Engineering.

Our higher-end TRUE consoles (currently standard on Envision with Compass and Envision 16 and soon to be an option on Envision 9 consoles...future consoles will have this feature as well – the Showrunner and the 10” touch screen to name a couple) also have Apple Tap to Pair through the GEM NFC Gymkit. The user simply waves their Apple Watch over the NFC sensor and all of their critical data is seamlessly tied from their watch to the TRUE console. This data can be shared through Apple's Health App as well. TRUE's current console lineup is web based. Surf the internet, watch TV (if connected) or stream a number of services through the 16” touchscreen monitor. Currently, users will have to log in with their username and password for most streaming sites/platforms. After login, the user will be able to see if management wishes, any promotions, messages, contests and more. TRUE is constantly working to keep up with any changes to streaming capabilities. We are also working on a mirroring solution. One where the user can bring in their own connection and plug into an HDMI port on the front of the console and mirror their device directly on the console. TRUE is also working on an optional mirroring 'kit' where the Club/Facility inserts a cable into the HDMI that offers the user the option of connecting their Apple or Android device and again, mirror directly to the console.

Another app company we work with is Zwift. Commercially it currently works with our Envision with Compass, Envision 16 and Envision 9 consoles. Zwift enables exercisers to take a virtual walk or run around the world in the comfort of the Club/Facility. Paired with our consoles, the users speed information allows the user's Avatar to move along the course of their choice (some select courses are free and then there is an unlimited version that can be purchased directly through Zwift's app).

		<p>We also provide our Cardio 360 program which is a virtual personal trainer program designed to work the entire body. Cardio 360 provides instructions via images or video depending on the console used and on select pieces of cardio.</p>
76	<p>Describe the serviceability of the products included in your proposal (parts availability, technical support, etc.).</p>	<p>TRUE's engineers and service team have made a concerted effort to stick to our core guiding principles of building the highest quality products and support them with superior service. It all starts with the engineering team who bring in not just experts in the field of exercise to assist in the design but we also know with products that bear up to 10 times a user weight, many service technicians to ensure ease of maintenance when it is needed. For instance, a major staple in the industry is the Stair Climber, while many of the manufacturers focused solely on design of the steps, TRUE to into consideration how difficult it is to service this product. While many techs in the field complained about reaching deep into the machine to repair the product and coming out with a sleeve of grease, the TRUE Climber (Palisades) can be serviced be removing six screws in the back and the entire control panel is now accessible without any worries of grease. We also went one step further and added wheels to not just this unit but several of our products to bring the unit(s) out for easier access. When the product needs repair, the customer can rest assured that we house over 360,000 parts and 89% of all parts ship the same day with an inquiry before 2pm CST and 95% of them ship the next day. TRUE is centrally located in St. Louis which means most parts shipped arrive within 1-3 days and next day shipment is an option. Our service department is available by phone or email each day from 8 am to 5 pm CST except for holidays. We also have after hour support by voicemail and email after normal business hours.</p>

77	Describe the unique design, features, or attributes of the equipment and accessories offered in your proposal.	<p>TRUE's engineering department keeping the end user in mind has implemented many unique features into our products. Our Alpine treadmill is one of only two treadmills with a standard 30% elevation compared to most others standard 15% elevation. The Alpine also comes with an optional rear step to assist the user getting on and of the treadmill. Our Spectrum, a variable stride elliptical, allows for a stride length of 13" to 30" with the ability to lock in your desired length or allow the console to randomly change your stride length. We also take safety into mind with our ellipticals with a rear platform for entry as well as side platforms allowing the user to step off the unit for upper body work or for safety.</p> <p>Our Recumbent bike seat back can recline giving those with injuries or a larger girth to find a comfortable position. The bike also comes with optional arm rest to prevent shoulder fatigue when reading on the bike.</p> <p>All of TRUE's treadmills have a unique feature with our motors. We have developed a balancing process that reduces the vibration the motor puts out on the treadmill. This vibration along with our design creates one of the lowest decibels in the industry. This become rather important when you have several in a row. The noise difference between others and TRUE's is very noticeable.</p> <p>TRUE has also created a third control board in all of its cardio products. This control board, called Nucleus, allows for multiple options for the owner. First, it allows the owner to change out consoles from simplest to our most advanced boards. This is paramount when a customer wants to either upgrade or downgrade depending on the focus of the facility. Second, the Nucleus stores all machines data allowing the user to not lose valuable information just because they change an upper or lower board.</p> <p>TRUE's focus on safety isn't just with our ellipticals as previously mentioned. We have put a secondary braking system into our Alpine treadmill and our Palisades climber to prevent bodily harm in the case of power loss. We also inserted an infra-red detection system in our climber to prevent any objects from entering the bottom of the climber's steps.</p> <p>As previously mentioned we also utilize an open architecture on our control consoles ensure we are able to work with technology as it advances.</p> <p>Our functional units called the Atlas and AtlasHD are unique because neither of these units need to be bolted to the floor as most others do because of the way we have balanced the design.</p>
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Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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."
 - [Financial Strength and Stability](#) - TRUE Financial Strength.zip - Tuesday August 11, 2020 10:03:27
 - [Marketing Plan/Samples](#) - TRUE Marketing Plan.zip - Tuesday August 11, 2020 10:03:42
 - [WMBE/MBE/SBE or Related Certificates](#) - TRUE Certifications.zip - Tuesday August 11, 2020 10:38:34
 - [Warranty Information](#) - TRUE Warranty Info.zip - Tuesday August 11, 2020 10:05:18
 - [Pricing](#) - TRUE Fitness Price Sheets 2020 w INTEK 7-20-20.pdf - Tuesday August 11, 2020 10:05:49
 - Additional Document (optional)

Proposer's Affidavit

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:
 - a. 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>;

b. Included on the government-wide exclusions lists in the United States System for Award Management found at:
<https://www.sam.gov/portal/3>; or

c. 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. - John Brey, Director of Education, 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 contractual obligations contemplated in the bid.

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Fitness_Equipment_with_Related_Accessories_and_Services_RFP_081120 Wed July 15 2020 04:30 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Fitness_Equipment_with_Related_Accessories_and_Services_RFP_081120 Wed July 1 2020 01:29 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Fitness_Equipment_with_Related_Accessories_and_Services_RFP_081120 Fri June 26 2020 01:28 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Fitness_Equipment_with_Related_Accessories_and_Services_RFP_081120 Tue June 23 2020 04:09 PM	<input checked="" type="checkbox"/>	2

**AMENDMENT #1
TO
CONTRACT #081120-TRU**

THIS AMENDMENT is by and between **Sourcewell** and **TRUE Fitness Technology Inc.** (Vendor).

Vendor was awarded a Sourcewell Contract for Fitness Equipment with Related Accessories and Services effective October 1, 2020, through October 1, 2024, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

On October 14, 2020, Vendor acquired Octane Fitness, LLC (Octane) from Nautilus, Inc. Vendor wishes to add Octane’s products to the Original Agreement.

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Upon the Effective Date of this Amendment, Octane’s full product portfolio is added to the Original Agreement, which is attached and incorporated as Attachment A. Octane will maintain its own FEIN (20-2114265); however, Members will continue to place orders and make purchases as described in the Original Agreement.

Except as amended above, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
 By: Jeremy Schwartz
 Jeremy Schwartz, Chief Procurement Officer

Date: 4/18/2021 | 8:53 PM CDT

TRUE Fitness Technology Inc.

DocuSigned by:
 By: Mike Kelly
 Mike Kelly, VP of Sales

Date: 4/16/2021 | 9:49 AM CDT

Approved:

DocuSigned by:
 By: Chad Coquette
 Chad Coquette, Executive Director/CEO

Date: 4/19/2021 | 6:42 AM CDT