



## **Solicitation Number: RFP #081120**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Precor Inc. (Amer Sports) 20031 142<sup>nd</sup> Ave. NE, Woodinville, WA 98072 (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 two percent (2%) multiplied by the total net sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract, less tax, shipping, freight and installation, during each calendar quarter as the administrative fee. 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. A change in ownership of Vendor, or the sale of all or substantially all of the assets of Vendor, shall not be considered an assignment under this Contract.

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**

Sourcwell 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 Sourcwell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcwell 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 Sourcwell and Sourcwell will assist with how the Vendor should respond to the request.

## **14. INDEMNIFICATION**

As applicable, Vendor agrees to indemnify and hold harmless Sourcwell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcwell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcwell 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. Sourcwell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcwell in advertising and promotional materials for the purpose of marketing Sourcwell's relationship with Vendor.
  - b. Vendor grants to Sourcwell 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 Sourcwell.

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, including but not limited to, natural disasters, strikes, epidemics, pandemics, government-imposed shutdowns, 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 Sourcwell 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

Precor Inc. (Amer Sports)

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz

DocuSigned by:  
By: Dave Elton  
B44F7BED49DD450...  
Dave Elton

Title: Director of Operations & Procurement/CPO

Title: Education Market Manager – North America

Date: 9/28/2020 | 2:53 PM CDT

Date: 9/29/2020 | 1:06 PM PDT

Approved:

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

Title: Executive Director/CEO

Date: 9/29/2020 | 3:06 PM CDT

# RFP 081120 - Fitness Equipment with Related Accessories and Services

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## Vendor Details

Company Name: Precor Inc.  
Address: 20031 142nd Ave NW  
Woodinville , WA 98072  
Contact: Dave Elton  
Email: dave.elton@precor.com  
Phone: 480-216-1235  
HST#: 36-3313495

## Submission Details

Created On: Tuesday June 23, 2020 15:26:23  
Submitted On: Tuesday August 11, 2020 11:41:57  
Submitted By: Dave Elton  
Email: dave.elton@precor.com  
Transaction #: 70958d89-ed18-443c-b188-953a30f88e09  
Submitter's IP Address: 104.129.198.212

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## Specifications

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

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. 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):	Precor Inc. (Amer Sports) Tax ID 36-3313495
2	Proposer Address:	Precor Inc. 20031 142nd Ave NE Woodinville, WA 98072
3	Proposer website address:	www.precor.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):	Dave Elton Education Market Manager - North America 20031 142nd Ave. NE Woodinville, WA 98072  dave.elton@precor.com 480.216.1235
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dave Elton Education Market Manager - North America 20031 142nd Ave. NE Woodinville, WA 98072  dave.elton@precor.com 480.216.1235
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stephen Alvezi 20031 142nd Ave. NE Woodinville, WA 98072  steohen.alvezi@precor.com 617.650.1308

**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>Precor has been in business since 1980. We are one of the foremost suppliers of fitness solutions across the globe. With operations in over 80 countries, Precor is ideally positioned to meet all your business needs. Since 2002, we have been part of the Amer Sports Corporation, one of the leading sporting goods companies in the world, with a brand portfolio including Salomon, Wilson, Suunto, Atomic, Arc'teryx, and Mavic. Amer Sports is a \$3B publicly-held company and is listed on the Helsinki Exchange (AMEAS: FH).</p> <p>Through a strong focus on Experience Design, Precor delivers best-in-class products, top-ranked service, unparalleled expertise and resources needed to help facility operators win. We innovate to develop smart solutions and create custom fitness experiences that solve real problems operators have. We work to minimize risk and shoulder complexities that allow our products and services to elegantly integrate into facilities.</p> <p>Our record of delivering breakthrough products and</p>

movements is unmatched and includes a long lists of firsts: the first cushioned treadmill, the first elliptical, the first adaptive motion trainer, the first capacitive touchscreen console, and the innovative features in our open-architecture networked fitness offerings. These insights come from a special commitment to deeply understand operators and exercisers and to work collaboratively with outside inventors and partners. Precor is extremely well positioned to offer our customers a highly differentiated value. We offer Cardio, Strength and Functional Training products. Either through products we make or through partnerships with companies like EXOS, Mad Dogg Athletics (Spinning), Air Assault (HITT Products) etc.

At our core we are a company that cares about quality and are focused on manufacturing in the US. While many companies after 2008, moved manufacturing to China, we re-invested in making the best quality that you can get. Our products are considered to be the best quality in the Fitness Industry. For those that value High Quality and the fact that something is made in America, we are a great fit for those customers.

At Precor we pride ourselves on being a continued leader in the fitness industry, but what makes Precor so special? It starts with the passion of our employees. On the walls in the Precor headquarters there are eight sentences that our employees live by every day. It's even read before each all-employee company meeting as a way to remind us that what we do each day can have such an enormous impact on people's lives.

It's the Precor creed, and we wanted to share it with the rest of the world because we think they're great words to remember:

I desire a life without limits.

I believe fitness is key to living the life I desire.

I believe in the power of the human spirit.

I believe the human body is an amazing thing.

I believe tomorrow will be even better because of my actions today.

I believe in the importance of doing things right versus first.

I believe in mutual respect and the overwhelming returns of sharing.

I am the heart and soul of Precor.

8	What are your company's expectations in the event of an award?	<p>We are currently on the Sourcewell Contract and we will continue to drive sales via the our large Salesforce of over 150 Reps across the US &amp; Canada. We are the leader in the Fitness Equipment category for Sourcewell and have been for years. and we will continue to grow our sales.</p> <p>We have been on the on the Sourcewell Contract for almost the past five years. OUR Dealer reps also work with other Sourcewell Approved vendors like National Cooperative Leasing and Northwest Rubber. As an example in 2019, we did a very large lease with Germantown Athletic Club a Park &amp; Rec facility in Tennessee. We also won a very High School deal and worked with Northwest Rubber to provide rubber flooring off of the Sourcewell contract.</p> <p>Our expectation is to continue to dominate sales to Universities, High Schools, Parks &amp; Rec. and Police &amp; Fire. Sourcewell is a big part of that Strategy!.</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.	See attachment for detailed Financials.
10	What is your US market share for the solutions that you are proposing?	We estimate based on FISA (Fitness Industry Suppliers Association) 2019 data that Precor Market share is currently #2 in North America. In the "Additional Attachment" are some further detail as to what sets Precor apart from a Marketshare standpoint.
11	What is your Canadian market share for the solutions that you are proposing?	We estimate based on FISA (Fitness Industry Suppliers Association) 2019 data that Precor Market share is currently #2 in North America.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
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>We are a Manufacturer that does most of its Go-To-Market sales to Sourcewell customers via our Dealer Network. We have the largest Dealer Network in the Fitness Industry. The Dealer Network in Independent of Precor. But, we do have exclusive agreements for the Territories that most of our Dealers cover.</p> <p>We have over 200 Dealer Sales reps throughout the US &amp; Canada. We have over 300 Service Techs that are a combination of 3rd Party Techs and Dealer Service Techs. We also have 20 Direct Service Techs.</p> <p>One item of note it that as of 2015, all of our Service Techs are required to go through Factory Certified training every three years. In 2016, we cut off over 175 Service Techs that were not compliant. We are the only manufacturer to require all of its Servicers to be factory trained.</p>
14	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.	We require all new sales reps to go through a week long Sales Training school at our factory in Woodinville. We also require all of our Service Techs to go through a week long service school and they must "pass" a test, in order to be a qualified tech. No other company in the Fitness Industry does that as a "requirement" for Sales or for Service. That focus on the quality of training the person that a customer interacts with (either a Sales Person or Service Tech) is unquie to Precor, in the Fitness Industry.
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

**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	<ul style="list-style-type: none"> <li>• King County Distinguished Business in the Green Award</li> <li>• King County Industrial Waste Gold Compliance Award</li> <li>• King County Industrial Waste Commitment To Compliance Award</li> <li>• King County Model Metal Working Fluid Management Program designation</li> <li>• Washington State Department of Ecology Metal Machining Sector Best Practice recognition</li> <li>• Washington State Labor &amp; Industries Model Ergonomic program Ergonomics-in-Action Award</li> <li>• Seattle Business Magazine's 2015 Community Impact Awards: Sustainability in Business Operations</li> <li>• City of Greensboro Industrial Waste Award for Pretreatment Excellence: 2011, 2012, 2013, 2014, 2015, 2016</li> <li>• North Carolina OSHA Gold: 2012 and 2016; OSHA Silver: 2013 and 2014</li> <li>• 94% landfill diversion rate—over 760 tons of waste are recycled or reused annually</li> </ul> <p>2018: Anytime Fitness Vendor of the Year, Gold's Gym India Vendor of the Year, Anytime Fitness Mexico Vendor of the Year  2017: Anytime Fitness (Mexico) Vendor of the Year  2015: 24 Hour Fitness Vendor of the Year  2014: World Gym Vendor of the Year</p>
17	What percentage of your sales are to the governmental sector in the past three years	Our government sales are approximately 1% of our overall sales.
18	What percentage of your sales are to the education sector in the past three years	As a percent of sales Precor Education sales are 2.28% of our overall sales. Globally our Education Sales are \$30 million. In the US & Canada our Education Sales were \$24 million in 2018 with \$5.7 million of those sales being done via the Sourcwell Contract. While there is not a Competitive report comparing our competition. We believe that we are currently #1 in Recreation Sales to University Rec Departments. This is largest niche for Fitness Equipment on the Sourcwell 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?	We are already on the Sourcwell contract (we do not have any other National Contracts for Education, High Schools, Parks & Rec. or Police & Fire). Our sales for the past three years are: 2019: \$5.4 million, 2018: \$5.6 million, 2017: \$4.2 million, 2016: \$2.6 million. Some of our Distributors are on State Contracts.
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?	Precor has a GSA contract. Our sales are the following for the past three years: 2019: \$3.7 million 2018: \$3.7 million 2017: \$2.6 million 2016: \$4.2 million

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
University of Southern California	Mike Munson	(714) 357-0611
Oregon State University	Leah Hall-Dorothy	(541) 737-1713
University of Nevada Reno	Jim Fitzsimmons	(775) 682-7039

**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 *
Syracuse University	Education	New York - NY	Syracuse University built a new Rec Center in 2019. Their total Fitness Equipment purchase was just over \$1.3 million.	\$1,100,000	\$1,100,000
University of Arizona	Education	Arizona - AZ	The University of Arizona built a new Rec Center in 2019. They spent just over \$1.2 million in their total Fitness Equipment purchase.	\$1,200,000	1,200,000
Marist College	Education	New York - NY	Marist College built a new Rec Center in 2019. They spent just over \$1 million in their total Fitness Equipment purchase.	\$1,000,000	\$1,000,000
Andrews University	Education	Michigan - MI	Andrews University built a new Rec Center in 2019. Their total Fitness Equipment purchase was just over \$580,000.	\$589,000	\$589,000
University of Connecticut	Education	Connecticut - CT	The University of Connecticut built the largest most elaborate University Rec Center in the world in 2019. They spent just over \$1.2 million in Fitness Equipment. Their spend with us was over double that of any other Vendor.	\$646,000	\$646,000

**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 *

23	Sales force.	We have the largest Dealer Network in the Fitness Industry, in the US and Canada. We have over 150 reps that cover all 50 States and 10 Provinces and 3 Territories. (As a side note, we have over 400 reps that sell our equipment into 92 Countries globally)	*
24	Dealer network or other distribution methods.	We have a Dealer Network of just over 150 Distributor reps among 34 companies throughout the US & Canada. Those reps are required to go through sales training at our corporate office, prior to starting to sell our products. The majority of our Distributors have physical locations (Warehouses) in their Markets. Most also do their own Delivery and Service. (Unlike some companies in the Fitness Industry where they might have a rep that covers 4 states for Sales).	*
25	Service force.	We have over 300 Service techs throughout the US & Canada. Our Service are required to go through a week long certification training at the Precor Factory every three years. We are the only company in the Fitness Industry that does that. Our training classes are limited to 11 people max. Whereas our competitors will hold a class of 50 people watching a PowerPoint for three days. Our Certification classes are limited to 11 students and are very hands on. Service Techs must pass a test at the end of the class or they will not be certified. - In 2015, we notified over 460 Service Techs that they would be required to attend Factory Training every three years. If Techs did not comply they would be terminated. We ended up cutting off almost 200 Techs as a direct result. We have built back up our Certified Tech Network to just over 300 techs. Precor currently is the only company in the Fitness Industry that requires Factory Certification for techs. We also are the only company that requires it every three years. We view Service as a point of distinction between us and our competition.	*
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.	We have over \$8 million dollars in parts in our Parts Shipping Center in Woodinville, WA. We have maintained a 97.4%, 24 hour fulfillment rate (ships within 24 hours of the order being placed) for our parts over the last 5 years. The parts shipped would also include products that could be as old as 15 years old. We pay our Service Techs a \$40 bonus if a Warranty Claim is resolved within 24 hours. We pay them a \$20 bonus if a Warranty Claim is resolved in 48 hours.	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have a very large Distributor Network in the US. What sets us part from our Competitors is our belief in local Sales Representation. While many manufacturers will have reps that cover multiple States. We believe that the best customer service comes from having someone that is local and can be in a customers facility frequently. That level of support is very difficult to achieve when someone is four states away and travels to a market once or twice per year. We believe in building long-term relationships vs. showing up when customers are "buying". With 138 reps in the US, we have way more local reps than any other company. The best "data point" to measure success in my opinion, is "where are customers spending their money". In 2019, for New University Construction and New High School Construction deals customers spent just over \$15 million in Fitness Equipment. Of the \$15 million spent, they spent just over \$10 million with us.	*

28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	What sets us part from our Competitors is our belief in local Sales Representation. While many manufacturers will have reps that cover multiple Provinces. We believe that the best customer service comes from having someone that is local and can be in a customers facility frequently. That level of support is very difficult to achieve when someone is four Provinces away and travels to a market once or twice per year. We believe in building long-term relationships vs. showing up when customers are "buying". With 14 reps in Canada, we have more local reps than any other company.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A	*
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?	N/A	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
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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.	<p>The most critical element of our marketing strategy is to educate our Authorized Distributor Representatives about the details of the Sourcewell contract and how to communicate most effectively the benefits of the program to our end customers. We implemented a strategy over the past two years to ensure the 150 representatives we have across North America are all in alignment. Should Precor be fortunate enough to receive a Sourcewell award again, we would immediately re-educate our partners via webinar training on the tools and resources that are currently available and will take additional actions to ensure that Precor is promoting the program through our direct channels as well as our Authorized Distributor Representatives.</p> <p>Sales tools and resources currently available:</p> <ul style="list-style-type: none"> <li>• Central location to access all information and assets including Sourcewell overview, key positioning statements, agreement highlights, pricing overview and contract details. Access is controlled by Precor to ensure that only approved authorized representatives can view and download materials. (A few examples are attached)</li> <li>• Video filmed at the Sourcewell office for representative education with a visual presentation of the program and a connection to our account representative, Michelle Spychalla.</li> <li>• Quick Resource Guide for sales representatives to have direct links to individual tools.</li> </ul> <p>Ongoing and Additional actions to be taken within 90 days of contract award:</p> <ul style="list-style-type: none"> <li>• Host webinars with Sourcewell account representative and Precor Authorized Distributors to review membership specifics, agreement terms, and Sourcewell sales and marketing support.</li> <li>• Establish a regular schedule for communication between Precor Segment Manager and Sourcewell Account Representative to review program successes, ensure protocols are being followed, and to resolve any challenges should they arise.</li> <li>• Collaborate with Sourcewell to create press release communications that can be shared through our distributor partners highlighting the benefits and process for purchasing through the contract agreement.</li> <li>• Develop updated email campaign communications promoting the Sourcewell - Precor relationship for our partners to deploy through their CRM systems.</li> <li>• Promote Sourcewell - Precor relationship and include details regarding the agreement via the Precor Education Market page.</li> <li>• Report quarterly updates detailing the success of the programs to internal teams and partners.</li> <li>• Communicate quarterly success stories to help educate the benefits of utilizing the Sourcewell contract to solidify a deal.</li> <li>• Develop relationships with prospective customers through our distributor partners and build awareness of the Sourcewell contract in the market segments that Sourcewell serves through digital advertising, trade shows and industry events, email campaigns and social media.</li> <li>• Commit to following up on leads provided by Sourcewell in a timely manner and work in partnership with Sourcewell to develop a list of opportunities that our distributors will target.</li> </ul>
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33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Precor builds brand awareness and markets products and services through a variety of channels. Our primary focus is digital, as this has proven to have the widest reach to our target markets, and we can evaluate its effectiveness through analytics.</p> <p>It has become increasingly important to utilize several different platforms to market to current and potential Sourcewell members and influencers. We utilize LinkedIn, Facebook, Instagram and Twitter for daily social communications, but are also active on YouTube. Since 2017, we have grown our Instagram following from 3,000 followers to over 12,000 and nearly doubled both our LinkedIn and Youtube following. We contribute this increase to the aligned and consistent brand voice that our customers have come to recognize and seek from Precor. Our Precor sales representatives and authorized distributor representatives undergo social media and content training as part of their onboarding process. This empowers our 150+ sales representatives across the United States to build their own brand while extending the Precor brand to a much broader audience.</p> <p>Our content and social media team creates and distributes a quarterly social media guide to all sales representatives with curated content, including customer success stories, Precor news, product launches, resource articles, unique installations, etc. Precor provides the content and visuals for each social platform so it is easy to manage their social presence and spread the Precor brand. These efforts have helped our distributor partners increase their online following, connect with customers, and reach key audiences with content that is educational and inspirational. Should we be awarded a Sourcewell contract, we would plan to utilize these channels to celebrate customers that benefitted from purchasing via the Sourcewell contract, while educating others about the program and its benefits.</p>
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?	<p>There are two areas in which Sourcewell is/can be the most impactful. The first is the daily conversations with purchasing people to explain why Sourcewell is a viable option. We make a strong effort with our Dealer reps to direct customers to talk to Michelle Spychalla. She is a very important part of the process for our sales teams. These conversations are invaluable. The second is at the State level in some states. For example: The consistent message that we get from schools in the state of South Carolina, is that the state has legislation against Sourcewell. Helping to breakdown those larger barriers at the state level is key to use being able to grow sales (without going to bid more in those states).</p>
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.	<p>There is an e-procurement system on the Road Map for our IT/Sales Team. Due to COVID, it will likely get pushed back. We currently do not have one, but, if we are awarded another contract, we will likely have one during the term of that contract.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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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>We provide a wide list of training courses. These are incredibly valuable to many fitness professionals, because they provide an opportunity for professional development and the ability to get their require yearly CEC's. Those courses fall into four primary buckets:</p> <p>FUNCTIONAL TRAINING: With the huge popularity of Crossfit, Functional Training courses are in huge demand. We have the largest selection of courses to choose from. We currently have Master Coaches in 21 Countries that provide training in these courses. When someone buys a Functional Training Rig, we do a free one day training in their facility for their staff, to make sure that they get maximum use out of their investment (no other manufacturer does this for free).</p> <p>INDOOR CYCLING: We represent the largest global brand in Spinning. We have the dominant market share in Indoor Cycling. Training is a key component in delivering world class experiences.</p> <p>SERVICE TECH CERTIFICATIONS: We provide the most comprehensive Service Tech Training in the Industry. What make us different is that we limit the class sizes to 11 techs total. We teach the "thought process of diagnosing an issue" vs. just teaching techs how to replace a part. Techs have to pass a written and a practical exam (diagnosing an issue on an actual machine). Other manufacturers will group 50 techs in a class and techs do not get hands on experience. If they show up, they get their certification. We do not believe that that process makes for a great</p> <p>See attachment</p>
37	Describe any technological advances that your proposed products or services offer.	<p>We launched Networked Fitness Cardio equipment, one month before the iPad was launched. The ability to connect equipment gives us unique advantages that we can bring to consumers. All our networked consoles are equipped with integrated TV and several multimedia options. Additionally, your members can watch Video-on-Demand and surf the internet. Video-on-Demand is a Precor exclusive service that offers a curated selection of over 70 music, high adrenaline sports and entertainment video playlists powered by YouTube® content. Precor also offers popular personalized, streaming-media services. For these services, we have designed a single sign-on architecture that works with third-party authentication systems to ensure the on-equipment experience is seamless to the exerciser and best in class. These apps include Netflix®, Hulu®, WatchESPN®, iHeart Radio®, and Spotify®. To sign onto this personalized experience, the Preva OS supports manual entry of username and password, RFID sign in, and mobile phone sign in via Bluetooth. The console also has a jack for wireless headphones</p> <p>to optimize the exerciser experience.</p>
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>At Precor, we carefully consider the social and environmental impacts of our business. It's why we apply the same passion for product innovation to social responsibility, delivering on a commitment to environmental sustainability and supporting the communities in which we live. We've established a track record of progressive environmental stewardship, and gained industry and government recognition for environmental and manufacturing best practices. Our record of continuous improvement to protect human health and the environment is evident in multiple honors earned over the past decade from local and state regulators.</p> <p>Throughout our U.S.-based offices in Washington and North Carolina, we have pursued opportunities to eliminate hazardous substances and waste, while increasing recycling and acceptable treatment methods. The design, construction, and operation of the Precor office in Greensboro, North Carolina is LEED CI Gold-certified by the U.S. Green Building Council, and most of our initiatives for this status were carried over into the manufacturing area as well.</p>

Additional Precor best-practice honors for our U.S.-based manufacturing include:

- King County Distinguished Business in the Green Award
- King County Industrial Waste Gold Compliance Award 2010-2014, 2017
- King County Industrial Waste Silver Compliance Award 2016
- King County Industrial Waste Commitment To Compliance Award
- King County Model Metal Working Fluid Management Program designation
- Washington State Department of Ecology Metal Machining Sector Best Practice recognition
- Washington State Labor & Industries Model Ergonomic program Ergonomics-in-Action Award
- Seattle Business Magazine's 2015 Community Impact Awards: Sustainability in Business Operations
- City of Greensboro Industrial Waste Award for Pretreatment Excellence: 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018
- North Carolina OSHA Gold: 2012 and 2016; OSHA Silver: 2013 and 2014
- >94% landfill diversion rate—over 760 tons of waste are recycled or reused annually

Looking ahead, we are continuing our company-wide commitment to the environment through initiatives to reduce energy consumption, recycle, compost, and reduce waste.

The key elements of our corporate responsibility strategy are:

Products and customers - Product compliance & materials of

concern Circular Economy  
 Operations - Climate Change & Environmental stewardship  
 Playground - Promoting sports and exercise  
 Community development Supply chain - Human & Labour rights Ethics - Business ethics  
 People - Health & safety, Fair & equal opportunities, Competence development.

Amer Sports companies are members of the following sustainability groups:

- Outdoor Industry Association (OIA): a trade association for companies in the outdoor recreation business that provides services for manufacturers, distributors, suppliers, sales representatives, and retailers in the outdoor industry.
- Outdoor Sports Valley (OSV): Salomon is one of the founding members of the Outdoor Sports Valley (OSV), the French Outdoor Industry organization that was established in 2009, actively cooperating with other outdoor brands in several environmental initiatives such as, a common repair center for apparel and seeking alternatives to PFC for DWR treatments, etc.
- Salomon Foundation: Since 1999, the Salomon Foundation has worked to facilitate the daily life and help the social and professional reintegration of athletes and mountain professionals who are physically disabled as a result of an accident or illness. The Salomon Foundation also provides support to the families of those who have passed away. Since 1999, the Salomon Foundation has helped 300 individuals, families or associations and distributed more than 1,000,000 €
- Snowsports Industries America: Amer Sports Winter and Outdoor is a member of Snowsports Industries America (SIA). SIA collaborates with all components of the snow sports industry.
- Mouv'Eco: An association in the area of Annecy, close to the Salomon and Mavic offices. The aim is to encourage employee commuting with less CO travelling between home and the workplace.

		<ul style="list-style-type: none"> <li>● Fair Labour Association: Amer Sports compliance system has been reviewed by FLA concerning the extent to which the company fulfills the FLA principles of fair labor and responsible sourcing.</li> <li>● International Labour Organization: Better Work in Cambodia: Amer Sports has engaged with the International Labour Organization's (ILO) Better Work (BW) program in Cambodia. Since 2013, Amer Sports has engaged with the International Labour Organization's (ILO) Better Work (BW) program in Cambodia.</li> <li>● Environmental Protection Agency (EPA): Amer Sports Winter and Outdoor in Ogden, USA participates in the EPA's Green Power Partnership. This means that its office is committed to the use of green power, helping to reduce the risks associated with climate change by supporting technologies that are more sustainable for businesses and communities.</li> <li>● "Guilt Trip" Film: In 2016, Salomon has made several sustainability engagements and commitments as described in the Salomon Play-Minded Program on p.x. As part of its program, Salomon has increased awareness of climate change by the broadcast of a film called "Guilt Trip" on the Salomon TV.</li> <li>● Carbon Disclosure Project (CDP): Amer Sports annually calculates a corporate-wide carbon footprint assessment and participates in the Investor Carbon Disclosure Program (CDP) in order to manage its carbon emission sources, cut down emissions and improve efficiency. The annual global carbon footprint includes data on energy, travel, waste, paper, and refrigerants.</li> </ul> <p>A few examples of global initiatives by our parent company Amer Sports can be found in the below links:  <a href="https://www.amersports.com/responsibility/environment/energy-and-climate/">https://www.amersports.com/responsibility/environment/energy-and-climate/</a>  <a href="https://www.amersports.com/responsibility/environment/circular-economy-principles/">https://www.amersports.com/responsibility/environment/circular-economy-principles/</a>  <a href="https://www.amersports.com/responsibility/environment/key-performance-indicators/">https://www.amersports.com/responsibility/environment/key-performance-indicators/</a></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.	N/A
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.	N/A

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>Some items in which Precor differentiates from our competitors:</p> <p><b>TREADMILLS:</b> Treadmills are the most popular &amp; most expensive cardio product, but also break down the more than any other piece of equipment. 24 Fitness did the most exhaustive research into treadmills in our industry a few years ago when they were getting ready to buy 1500 treadmills they (spent \$17 million). They had the best 4 Service Techs out of 100 they employ, fly in and take apart every treadmill. They determined that the Precor Treadmill was by far the highest quality in the industry.</p> <p><b>ELLIPTICALS:</b> 2nd to Treadmills, Ellipticals are the most popular items in a fitness center. We invented the category and have 28 patents that other companies have to design around. No other Elliptical in the industry has elevation for example.</p> <p><b>INDOOR CYCLING:</b> Spinning is the largest and most recognized Global Brand of Indoor Cycle Classes. We manufacture seven Spinning bikes. The one bike, the Chrono bike, is considered best in class in the industry. It is also 52% of our overall Indoor Cycle Sales.</p> <p><b>NETWORKED FITNESS:</b> We were the first-to-market with bringing out Networked Fitness Cardio products to the Fitness Industry. We have over 100,000 Networked Fitness Cardio products in over 72 different countries. Many customers recognize Precor as the industry leader in Networked Products.</p> <p><b>FUNCTIONAL TRAINING:</b> Our acquisition of Queenax put us on the global map as the global leader. Functional Training rigs, are the most popular items that customers are purchasing in their facilities.</p> <p><b>SERVICE:</b> We are considered the Fitness Industry leader in quality of service. Tech training and Parts availability are the key two components that we continue to invest in, that set us apart.</p> <p><b>PRODUCT QUALITY:</b> If you surveyed 1000 Club Owners and asked them to rate product quality, you would find that the vast majority would rank Precor 1st in product quality vs. the other three major global brands Life Fitness, Technogym &amp; Matrix. See below link, as evidence of product quality as a result of long term residual value.</p>
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## Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Yes.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. We also give extra dollars for speed of repairs. For example: We pay an extra \$40 for a repair that is completed within 24 hours and an extra \$20 for a repair that completed within 48 hours.

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?	There are not. We sell our products in 92 countries.	*																																																																								
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?	In some cases yes. For example our Air Assault products (whcih we do not make), we take care of all of the Warranty Service and parts for it.	*																																																																								
47	What are your proposed exchange and return programs and policies?	Customers can do returns, but due to shipping out of box products etc. We charge a 15% restocking fee. We also have a "Lemon" Policy, that if we cannot fix an item after five service calls for the same item, we will return that item at no charge to the customer.	*																																																																								
48	Describe any service contract options for the items included in your proposal.	<p>We have large selection of Preventative Maintenance plans and also Extended Warranty plans.</p> <p>Extended Warranty on parts and labor are available in US and Canada for Cardio, Spin, and Assault product lines. For Cardio and Spin product lines, Extended Warranty (EW) time frames are available upto 5 years parts and 5 years labor. For the Assault product line, both the AirBike Elite and the AirRunner have an Extended Warranty option of 3 years parts and 3 years labor.</p> <p>EW duration options (Cardio)</p> <table border="1"> <thead> <tr> <th>Option</th> <th>Parts</th> <th>Labor</th> </tr> <tr> <th>Years</th> <th>Years</th> <th>Years</th> </tr> </thead> <tbody> <tr><td>1.</td><td>3 years</td><td>2 years</td></tr> <tr><td>2.</td><td>4 years</td><td>0 years</td></tr> <tr><td>3.</td><td>4 years</td><td>1 year</td></tr> <tr><td>4.</td><td>4 years</td><td>4 years</td></tr> <tr><td>5.</td><td>5 years</td><td>0 years</td></tr> <tr><td>6.</td><td>5 years</td><td>1 year</td></tr> <tr><td>7.</td><td>5 years</td><td>5 years</td></tr> </tbody> </table> <p>EW duration options (Spin)</p> <table border="1"> <thead> <tr> <th>Option</th> <th>Parts</th> <th>Labor</th> </tr> <tr> <th>Years</th> <th>Years</th> <th>Years</th> </tr> </thead> <tbody> <tr><td>1.</td><td>2 years</td><td>2 years</td></tr> <tr><td>2.</td><td>3 years</td><td>0 year</td></tr> <tr><td>3.</td><td>3 years</td><td>1 year</td></tr> <tr><td>4.</td><td>3 years</td><td>2 years</td></tr> <tr><td>5.</td><td>4 years</td><td>0 years</td></tr> <tr><td>6.</td><td>4 years</td><td>1 year</td></tr> <tr><td>7.</td><td>4 years</td><td>4 years</td></tr> <tr><td>8.</td><td>5 years</td><td>0 years</td></tr> <tr><td>9.</td><td>5 years</td><td>1 year</td></tr> <tr><td>10.</td><td>5 years</td><td>5 years</td></tr> </tbody> </table> <p>EW duration options (Assault: AirRunner &amp; AirBike Elite)</p> <table border="1"> <thead> <tr> <th>Option</th> <th>Parts</th> <th>Labor</th> </tr> <tr> <th>Years</th> <th>Years</th> <th>Years</th> </tr> </thead> <tbody> <tr><td>1.</td><td>3 years</td><td>2 years</td></tr> </tbody> </table>	Option	Parts	Labor	Years	Years	Years	1.	3 years	2 years	2.	4 years	0 years	3.	4 years	1 year	4.	4 years	4 years	5.	5 years	0 years	6.	5 years	1 year	7.	5 years	5 years	Option	Parts	Labor	Years	Years	Years	1.	2 years	2 years	2.	3 years	0 year	3.	3 years	1 year	4.	3 years	2 years	5.	4 years	0 years	6.	4 years	1 year	7.	4 years	4 years	8.	5 years	0 years	9.	5 years	1 year	10.	5 years	5 years	Option	Parts	Labor	Years	Years	Years	1.	3 years	2 years	*
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**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Net 30
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 also have worked with NCL Leasing as an example. We did a very large City Parks and Recreation Lease for a Rec Center (Germantown Athletic Club) in Tennessee.</p> <p>North American finance options: The description of parameters listed below are based on our North American financing options, and describe some of our finance capabilities:</p> <p>Types of financing available:</p> <ul style="list-style-type: none"> <li>■ Capital Leases</li> <li>■ Operational Leases</li> <li>■ Fair Market Value (FMV) Leases</li> <li>■ Loans</li> <li>■ Small Business Administration (SBA)</li> </ul> <p>Term length and structure:</p> <ul style="list-style-type: none"> <li>■ \$0 down (OAC)</li> <li>■ Up to 3 months of interest only or deferred payments (OAC)</li> <li>■ Step-up payment structures are also available</li> <li>■ Seasonal payments and seasonal deferrals are also available</li> <li>■ Up to 60-month terms available</li> <li>■ No commitment fees or origination fees</li> </ul> <p>Interest Rates: Interest rates will be competitive within the fitness industry. Interest rates will vary based on a variety of factors (financial markets, deal size, length of term, credit-worthiness, etc.)</p> <p>All proposed Terms and Conditions are based on financial market conditions and final credit approval.</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.	Our Dealers handle all of the Quoting and Sales in the Markets covered by the Sourcewell Contract. Our Distributors register the all products on our Warranty Registration Portal. We pull Sales Data from this portal that allows us to report quarterly to Sourcewell. We have reported every quarter without fail, the past 4 1/2 years on our current Sourcewell contract.
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?	We accept P-Cards. There is not an extra cost to Sourcewell.

**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.	We have included a Detailed Pricelist. There are four different discount categories. We have listed each SKU on the pricelist, along with the % discount for that item and its respective price.
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.	Percent Discount from MSRP. We have four tiers of pricing discounts 35%, 25%, 20% and 0% (this is mainly on a few odd accessory items that are provided that we do not make/or mark up).
55	Describe any quantity or volume discounts or rebate programs that you offer.	We have the following Volume Discount built into our current Sourcwell Contract: -\$200,000+ Additional 2% Discount -\$300,000+ Additional 3% Discount -\$400,000+ Additional 4% Discount This additional Discount for Volume has also been added at the bottom of our Sourcwell Pricelist in the Terms & Conditions.
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.	On current deals, for accessory items our Dealers tend to include smaller items at no cost. (As a side note, we have added a number of accessory vendors to our existing Sourcwell pricelist that have decreased the need to do this over time) example, Air Assault, Spinning, Advagym, Power Lift etc.
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.	Freight, Delivery & Install charges are not included in the price. Typically depending those charges run about 12% of the total of the equipment. (This is a standard amount in the Fitness Industry).
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.	These are quoted on a per deal basis. Typically this runs between 9% - 14% of of the purchase price. The biggest variance in this is the distance from our factories in Seattle (Cardio Equipment) and Greensboro (Strength Equipmment)
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	These are quoted per deal. Typically our Dealers in those markets combine orders into a 20 ft. or 40 ft. container in order to decrease the Freight cost to the customers.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	The University Market is our largest Market Segment outside of clubs. This is a Market that we consider to be a very successful segment for Precor.

**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.	Our Dealer reps report all sales via our Warranty Registration Portal. In order for a product to have a Warranty, it has to be registered in our portal. Dealers then check a box and designate that transaction to be a Sourcewell Transaction. Every month we go through each transaction manually, to make sure that we have not missed any sales and that the pricing is accurate.
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.)	We propose that we will continue to pay the 2% administrative fee that we are already paying.

**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>We offer a full range of any product that a Gym, University Rec Center etc. might buy for their facility. Whether it be through products that we make or Partnerships that we have.</p> <p>Some items in which Precor differentiates from our competitors:</p> <p>TREADMILLS: Treadmills are the most popular &amp; most expensive cardio product, but also break down the more than any other piece of equipment. 24 Fitness did the most exhaustive research into treadmills in our industry a few years ago when they were getting ready to buy 1500 treadmills (spend \$17 million). They had the best 4 Service Techs out of 100 they employ, fly in and take apart every treadmill. They determined that the Precor Treadmill was by far the highest quality in the industry.</p> <p>ELLIPTICALS: 2nd to Treadmills, Ellipticals are the most popular items in a fitness center. We invented the category and have 28 patents that other companies have to design around. No other Elliptical in the industry has elevation for example.</p> <p>INDOOR CYCLING: Spinning is the largest and most recognized Global Brand of Indoor Cycle Classes. We manufacture seven Spinning bikes. The one bike, the Chrono bike, is considered best in class in the industry. It is also 52% of our overall Indoor Cycle Sales.</p> <p>NETWORKED FITNESS: We were the first-to-market with bringing out Networked Fitness Cardio products to the Fitness Industry. We have over 100,000 Networked Fitness Cardio products in over 72 different countries. Many customers recognize Precor as the industry leader in Networked Products.</p> <p>FUNCTIONAL TRAINING: Our acquisition of Queenax put us on the global map as the global leader. Functional Training rigs, are the most popular items that customers are purchasing in their facilities.</p> <p>SERVICE: We are considered the Fitness Industry leader in quality of service. Tech training and Parts availability are the key two components that we continue to invest in, that set us apart.</p> <p>PRODUCT QUALITY: If you surveyed 1000 Club Owners and asked them to rate product quality, you would find that the</p>

		<p>vast majority would rank Precor 1st in product quality vs. the other three major global brands Life Fitness, Technogym &amp; Matrix. See below link, as evidence of product quality as as a result of long term residual value.</p> <p>WEAKNESSES: One area in we have a glaring hole in our game is Large Heavy Duty Athletic Racks in that you might see in a High School or University Strength &amp; Conditioning Room. While we make a Power Rack and a Half Rack, they are not targeted to those environments. In January of 2020, we signed a Partnership Agreement with Power Lift (based out of Jefferson, IA). They have a very large market share in Strength &amp; Conditioning rooms. In the Top 25 University Strengths for example, they have the majority market share. They will be a very key addition to the Sourcewell contract for us. While we have dominant market-share in the University Recreation space, we have room for growth in High Schools and University Strength &amp; Conditioning rooms. While we have a Stairclimber, we have not had a Step Mill (revolving Stairs) machine. This was supposed to launch in July of 2020, but has been delayed to July of 2021. The good news, is that it is coming, the bad news is that it will be Q3 of 2021. - We launched a lower end line (the 600 series) in Q4 of 2019. In 2021 we will be launching an even lower end 500 series line. This will be applicable to Parks and Recreation facilities, especially the Active Aging Community Centers run by City Parks and Recreation.</p>
65	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Within this RFP there should be the following Three Main Categories Cardio, Strength and Accessories.</p> <p><b>CARDIO:</b> Some items in which Precor differentiates from our competitors:</p> <p><b>TREADMILLS:</b> Treadmills are the most popular &amp; most expensive cardio product, but also break down the more than any other piece of equipment. 24 Fitness did the most exhaustive research into treadmills in our industry a few years ago when they were getting ready to buy 1500 treadmills (spent \$17 million). They had the best 4 Service Techs our of 100 they employ, fly in and take apart every treadmill. They determined that the Precor Treadmill was by far the highest quality in the industry.</p> <p><b>ELLIPTICALS:</b> 2nd to Treadmills, Ellipticals are the most popular items in a fitness center. We invented the category and have 28 patents that other companies have to design their machines around. No other Elliptical in the industry has elevation for example.</p> <p><b>INDOOR CYCLING:</b> Spinning is the largest and most recognized Global Brand of Indoor Cycle Classes. We manufacturer seven Spinning bike models. The one bike, the Chrono bike, is considered best in class in the industry. It is also 52% of our overall Indoor Cycle Sales.</p> <p><b>NETWORKED FITNESS:</b> We were the first-to-market with bringing out Networked Fitness Cardio products to the Fitness Industry. We have over 100,000 Networked Fitness Cardio products in over 72 different countries. Many customers recognize Precor as the industry leader in Networked Products.</p> <p><b>FUNCTIONAL TRAINING:</b> Our acquisition of Queenax put us on the global map as the global leader. Functional Training rigs, are the most popular items that customers are purchasing in their facilities.</p> <p><b>SERVICE:</b> We are considered the Fitness Industry leader in quality of service. Tech training and Parts availability are the key two components that we continue to invest in, that set us apart.</p> <p><b>PRODUCT QUALITY:</b> If you surveyed 1000 Club Owners and asked them to rate product quality, you would find that the</p>

vast majority would rank Precor 1st in product quality vs. the other three major global brands Life Fitness, Technogym & Matrix. See below link, as evidence of product quality as a result of long term residual value.

HIIT Training Cardio Products: If you watch the CroffFit Games, you will see the Air Assault Bike, Air Assault Rower and Air Assault Manual TReadmill. Air Assault approached us in 2016 and we signed a partnership to be their Global Salesforce (we have 400 reps globally and sell into 92 countries).

STRENGTH: Within the Strength Category there are multiple Sub-Categories:

-Selectorized: We have manufacture multiple lines of Selectorized Strength Products

-Free Weights: We manufacture a full line of Free Weight equipment.

-Benches, Racks and Platforms: We manufacture a full line of Racks and Platforms.

-Functional Training Rigs: In 2015 we bought an Italian Company (Queenax) that makes the most comprehensive Functional Training Rig System in the world. In 2019, finished moving the manufacturing of that product to our Greensboro plant.

We also, via our Partnership with Power Lift carry the top line of Athletic Racks and Platforms for Collegiate and High School Athletics.

PLATES, DUMBELLS AND KETTLEBELLS: We carry a full line via our partnership with TAG Fitness.

ACCESSORIES: With the explosion of CrossFit. Customers are looking for Med Balls, Bulgarian Bags, Sand Bags, Battle Ropes, Stability Balls etc. etc. etc. - We carry a full line of accessories through our partnership with TAG Fitness.

**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	We manufacturer over 400 SKU's. From Treadmill, Ellipticals Bikes etc. We also have a partnership with Air Assault that allows us to sell HIIT Cardio like Rowing Machines, Air Dynes, Manual Treadmills etc. We also manufacture and sell all of the Spinning Bikes globally.
67	Individual or group strength, agility and mobility training equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have a 240,000 sq. ft. Strength Manufacturing Facility in Greensboro, NC. We manufacture Selectorized and Free Weight equipment along with our partnerships with TAG Fitness (balls, bags, plates etc) and Power Lift (the leading Racks and Platforms manufacturer for Athletics).
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	We manufacture a variety of products for Vocational Exercise. From our Stretch Trainer to a number of accessories that we carry with our TAG Fitness Partnership.
69	Integration of technology with offered fitness equipment or accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	We started the category of Networked Fitness Equipment in the Industry in 2008. We have the most units in the Fitness Industry of Networked Cardio Equipment in over 50 countries.
70	Online or virtual fitness programming	<input checked="" type="radio"/> Yes <input type="radio"/> No	in 2020 We launched a partnership with Sony Advagym, which is our online Virtual Fitness Training system.
71	Installation or design services	<input checked="" type="radio"/> Yes <input type="radio"/> No	In 2019, of the 28 New Construction/Renovation deals over \$300k, 20 of them used our Services for Design.
72	Equipment maintenance or repair services	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have the highest rated Net Promoter Score in the Fitness Industry.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
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.	We track what Distributors and what States our reps use the contract in. We then do follow-up training for those states/reps that are not using the contract. Our main measurement of success is "usage". If a rep has not sold anything on the contract, their likelihood of ever using the contract, is very low. Once we get them to do their first transaction, we know that it greatly increases their chance of using the Sourcewell Contract a 2nd time.
74	Describe how your offering complements, assists, or provides value to improving health and activity initiatives.	The biggest trend in Fitness is tying together Fitness, Tracking and Apps. People want to track their workouts, results or use apps for Workouts and/or Motivation. Our Networked Fitness Products and our new Preva app (launched in Q4 2020). The apps that we will support with our products will be

75	Describe your offering of virtual programming, training or integration (i.e. app based, pre-recorded, live, etc.).	In 2019, we partnered with Sony and launched Advagym. Advagym helps exercisers stay motivated by delivering PrevaFit content that includes regularly refreshed workouts from Precor Master Coaches. Advagym also provides your training staff a new tool with which to connect with clients and monitor performance in and out of your facility. It give us the ability to assign Virtual Workouts to exercisers and gives them a library of Workouts to choose from, it they want to build their own. We can also post a Spinning Class to Advagym and from the app, they can take a class.	*
76	Describe the serviceability of the products included in your proposal (parts availability, technical support, etc.).	We make over 93% of our products either in our Cardio Factory in Woodinville, WA or our Strength Factory in Whittset, NC. We stock parks for those respective products in those locations. Our Cardio Parts Depot has over \$8 million dollars in parts in inventory. We ship 97.3% of all parts within 24 hours of receiving the order. This includes orders for products that are over 15 tears old at times. We have a full Technical Support Staff on the phone and they have the highest Net Promoter Score in the Industry (that we are aware of).	*

77	Describe the unique design, features, or attributes of the equipment and accessories offered in your proposal.	<p>TREADMILLS: Treadmills are by far where customers spend the most money in the Fitness Industry (over \$300 million in the above chart/well over double the next most-purchased product).</p> <p>POINT OF DIFFERENTIATION: We achieved our lowest Customer Service Warranty claims % for treadmills in our company history in 2019.</p> <p>A few years ago, 24 Hour Fitness (the largest Health Club Chain in North America) was going to purchase 1,500 Treadmills. They had over 100 Service Techs in their over 400 clubs. They brought in Treadmills for every major manufacturer. They gave their top four Service Techs (out of 100 techs) the assignment of taking apart and putting back together each treadmill and determining the highest quality treadmill for their company to buy. Precor was chosen as the best Treadmill for their company to buy.</p> <p>ELLIPTICALS: Precor invented the category and has dominated the category since we launched the Elliptical in the Industry.</p> <p>POINT OF DIFFERENTIATION: The main reason for our dominant Market Share with Ellipticals is that we hold 28 patents that other companies have to design their Ellipticals around. This makes our product very unique.</p> <p>ALTERNATIVE MOTION CARDIO: Our Adaptive Motion Trainer took the industry by storm and was voted as the product of the year the year that we launched it.</p> <p>POINT OF DIFFERENTIATION: This product is the only product that gives you three variables of motion (Depth of Stride, Resistance &amp; Speed). Unlike a Treadmill that gives you Elevation &amp; Speed or a Bike that gives you Resistance &amp; Speed. Having three variables allows you to get a ton of variety with your workout.</p> <p>GROUP EXERCISE BIKES: "Spinning" or Group Cycling Classes have been extremely popular for over 30 years. With the recent launch of Peloton, it has made Group Cycling for popular that ever.</p> <p>POINT OF DIFFERENTIATION: Spinning invented the category and has been the dominant name in Group Cycling. It is to Group Cycling what Kleenex is to the Tissue Industry.</p> <p>FUNCTIONAL TRAINING RIGS: With the explosion of CrossFit, Functional Training has blown up in Fitness Facilities across the globe. We purchased Queenax (a company that built very unique Functional Training Rigs in Europe). We purchased that company due to the fact that it is very unique in its product offering. While most companies offer a "Rig" that is built out of 2"x2" or 4"x4" Beams that make up the structure. The Queenax Rig is massive with 14" x 14" beams. This rig is the most sturdy and flexible on the market. It is also the only rig that you can Custom Wrap with branded logos.</p>
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## Exceptions to Terms, Conditions, or Specifications Form

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

### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Financial Strength and Stability](#) - Precor Financial Strength RFP Response - Sourcewell RFP 2020.pdf - Monday August 10, 2020 12:30:24
  - [Marketing Plan/Samples](#) - Precor - Sourcewell RFP Marketing Plan .pdf - Tuesday August 11, 2020 10:59:00
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Precor Commercial Warranty 2020.pdf - Monday August 10, 2020 12:44:56
  - [Pricing](#) - 2020 Precor. Sourcewell Price List rev.pdf - Monday August 10, 2020 12:51:58
  - [Additional Document](#) - Precor RFP Response - Points of Differentiation.pdf - Monday August 10, 2020 16:22:07

## 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. - Dave Elton, Education Market Manager - North America, Precor

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
<b>Addendum_4_Fitness_Equipment_with_Related_Accessories_and_Services_RFP_081120</b> Wed July 15 2020 04:30 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Fitness_Equipment_with_Related_Accessories_and_Services_RFP_081120</b> Wed July 1 2020 01:29 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Fitness_Equipment_with_Related_Accessories_and_Services_RFP_081120</b> Fri June 26 2020 01:28 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Fitness_Equipment_with_Related_Accessories_and_Services_RFP_081120</b> Tue June 23 2020 04:09 PM	<input checked="" type="checkbox"/>	2