

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Life Fitness, LLC, 9525 Bryn Mawr Ave., Rosemount, IL 60018 (Supplier).

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier 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 Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

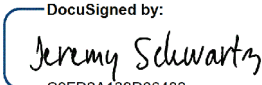
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

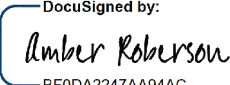
22. CANCELLATION

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

Sourcewell

Life Fitness, LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/29/2024 | 2:54 PM CDT

DocuSigned by:

By: BF0DA2247AA94AC...
Amber Roberson
Title: VP & MD North America
Date: 7/29/2024 | 2:25 PM CDT

RFP 052324 - Fitness Equipment with Related Accessories and Services

Vendor Details

Company Name: Life Fitness, LLC

Does your company conduct business under any other name? If yes, please state: Lumos Holdings US Acquisition Co

Address: 9525 Bryn Mawr Ave.
Rosemont, Illinois 60018

Contact: Robyn Stewart

Email: Robyn.stewart@lifefitness.com

Phone: 503-891-8034

Fax: 954-301-0932

HST#: 84-1741454

Submission Details

Created On: Monday April 15, 2024 10:43:24

Submitted On: Thursday May 23, 2024 11:41:12

Submitted By: Robyn Stewart

Email: Robyn.stewart@lifefitness.com

Transaction #: a9f8803b-1303-4f30-adf4-59b51db3ad68

Submitter's IP Address: 136.226.57.6

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Life Fitness, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Lumos Holdings US Acquisition CO	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Life Fitness Illinois, LLC - IL Life Fitness Tennessee, LLC - TN Life Fitness Exercise, LLC - AR Life Fitness Exercise, LLC - NE Life Fitness Connecticut, LLC - CT Sci Fit - IL Life Fitness, LLC is a registered DBA of Lumos Holding US Acquisition Co.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code - OCMY5 Unique Entity ID - F4W8LKWUTGJ8	*
5	Proposer Physical Address:	Columbia Centre III 9525 Bryn Mawr Ave Rosemont, IL 60018 USA	*
6	Proposer website address (or addresses):	www.lifefitness.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Amber Roberson VP & MD North America 9525 Bryn Mawr Ave Rosemont, IL 60018 amber.roberson@lifefitness.com 361.510.1016	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Robyn Stewart Regional Segment Manager - Education/Athletics 9525 Bryn Mawr Ave Rosemont, IL 60018 robyn.stewart@lifefitness.com 503.891.8034	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jacqueline Maglio General Counsel 9525 Bryn Mawr Ave Rosemont, IL 60018 jacqueline.maglio@lifefitness.com 847.288.3661	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
-----------	----------	------------	--

10	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.	Life Fitness is the world's largest commercial fitness equipment manufacturer and found at premium health clubs and fitness facilities around the globe. Our roots date back to 1968, when Keene Dimick created the Lifecycle, the first piece of electronic fitness equipment. We officially changed our name from Lifecycle, Inc. to Life Fitness, Inc. in 1984, and the first Life Fitness treadmill was built in 1991. In 1997, we added Hammer Strength to our portfolio. The iconic strength-training brand was founded in 1989 by Gary Jones with some help from professional athletes. For more than 55 years, Life Fitness has been dedicated to creating innovative fitness solutions that benefit exercisers of all abilities. Our comprehensive product portfolio allows for fitness facilities and exercisers to create the experiences ideal for them. Breadth gives us the power to be inclusive and provide the tools that inspire healthier lives. Vision – to be the world's workout partner of choice. We partner with our customers to create the best workout experiences globally by bringing innovative, high performance and reliable solutions to people, wherever and whenever they workout. Our values include – We think customer first, We play as one team, We raise the bar in fitness innovation, We make it happen, and We inspire each other to live healthier lives. These values support our purpose of empowering the world to workout, creating healthier lives together. Our strategic business foundations are to be a high performing organization, be world class in our operations across all functions, provide best in class customer experience, and develop, deliver, and provide aspiration brands, products, and digital experiences. We measure this through key metrics such as emissions reduction, average booking time of orders, lead time management, on time in full delivery metrics, out of box metrics, inventory turns, cash conversion cycle, employee safety, revenue and market share, gross margin, and EBITDA.	*
11	What are your company's expectations in the event of an award?	Our purpose is to empower the world to workout, creating healthier lives together. If awarded, we want to help spread this purpose to all Sourcewell customers by providing them with high quality and reliable fitness equipment and a best-in-class customer experience. The education, local government, and municipalities market is a focus point of our primary company target segments, and we would seek to assist in growing this market segment by leveraging the Sourcewell contract with our sales force and dealer representatives. Our approach to leveraging is to educate our sales force and dealer representatives on the advantages of utilizing the Sourcewell contract to ensure they are aware of the resources that Sourcewell provides and would partner with Sourcewell by having quarterly webinars with the Sourcewell contact. Boots on the ground is at the heart of what our sales teams can offer. Being in front of customers and making sure they are aware of the advantages of utilizing a contract such as Sourcewell in their purchases as a value add can be powerful. Our marketing team is prepared to deliver a Sourcewell marketing plan as another means of driving awareness and bringing the Sourcewell partnership to our customer base.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	KPS Capital Partners acquired Life Fitness in June 2019. KPS is a privately held company and does not release financials. Attached is a detailed look at KPS and their portfolio. Bank Reference: JP Morgan Chase, Chicago, IL, POC Denise Kuhnee, denise.kuhnee@leggett.com 616.784.7000	*
13	What is your US market share for the solutions that you are proposing?	35%	*
14	What is your Canadian market share for the solutions that you are proposing?	35%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b. Manufacturer. Life Fitness is a manufacturing, sales, and service company with 3 US based manufacturing facilities - Ramsey, MN, Owatonna, MN, and Falmouth KY. Our global headquarters is located in Rosemont, IL. Globally we manufacture out of Kiskoros, Hungary and Taiwan. We are a global company with 1500 direct employees, 71 who are direct sales representatives in the US, and we have 9 offices in 9 countries. We currently have 12 dealers throughout the US and Canada. The Life Fitness commercial dealer network with over 17 locations around the US and Canada. The Life Fitness dealer network is committed to always utilizing Life Fitness products as their primary product line and has always been a vital part in growing our Sourcewell member sales on past contracts. Our dealers help us reach areas our direct team cannot cover and penetrate all aspects of the municipality market segment. Our dealer network is held to a high level of quality and service, and will perform installation, warranty work, and other valuable services to Sourcewell Member's expectations. Life Fitness assesses each dealer candidate, including the principal owner(s) of the business, along with the proposed management team, before appointing an Authorized Life Fitness Dealer. There are 200 certified installers who are employed through 3PL agreements, but our trained directly through Life Fitness that handle our delivery and installation of our products. . We have a dedicated Life Fitness internal Team consisting of a Customer Care Representative, a Regional Installation Planner and Installation Trainers. The delivery and install team handle the entire US. Life Fitness does ship internationally, and are represented in over 120 countries with direct offices and Exclusive Life Fitness partners who manage the order process from creating the quote, to order fulfillment, shipping, delivery and install.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We recognize that Sourcewell members are made up of government, education, and municipalities. In our years of experience working with Members we've found they don't require many licenses or certifications from fitness equipment vendor partners. Separate from this, there are unique state business licenses and tax certificates found at the state, county, and local level. Life Fitness holds the applicable licenses and certifications to do business in every state on this contract. When it happens a local agency we haven't worked with before requires a license or certification we may not hold, our account managers work with our Legal or Finance team (depending on the requirement) to apply for the license. For the licenses and certifications that are held by Life Fitness, these reflect a commitment to stability and security through rigorous quality control standards. Our company succeeds in part due to the quality, durability and reliability of our equipment. Life Fitness is committed to quality, excellence and continuous improvement in our processes, products and services by integrating Lean Six Sigma into our daily activities for continuous improvement and measuring quality by our ability to meet or exceed the expectations of our customers. Life Fitness implemented a Quality Management System in accordance with ISO 9001 and is certified by the International Organization for Standardization. We were the first major fitness manufacturer to be awarded the prestigious ISO certification. Benefits of the Life Fitness ISO 9001 system for our customers include: ▪ Greater consistency in the activities involved in the design, testing, and manufacturing of our products and services ▪ Continuous improvement culture for our products, services, and processes ▪ Data driven decision making ▪ Engagement of Life Fitness employees ▪ Quality business systems are audited annually by an external, independent auditor to the international standard	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	As of the date of this submittal, Life Fitness certifies that to the best of its knowledge and belief, Life Fitness has not been listed by any federal or state authority as debarred or suspended, where such debarment or suspension would have a material and adverse ability on our ability to perform hereunder.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Every year since 1950, the Chicago Athenaeum Museum of Architecture and Design and Metropolitan Arts Press Ltd. has presented the Good Design Awards. Life Fitness has collected more than a few mentions over the past decade. Insignia Series selectorized equipment, the FlexStrider Trainer, PowerMill Climber, Lifecycle and Discover tablet console have all garnered awards. There are reasons why we at Life Fitness create products the way that we do. Thoughtful design is a big part of our product origination process. New product innovations come from the desire to make products more useful, intuitive, productive and helpful to both the customers that buy our equipment as well as the users that actually use the equipment. Product innovations are new solutions that solve unmet user needs and pain points. Inspirations can come from pretty much anywhere. We like to find some of our inspiration by looking at clever solutions to unrelated problems outside the fitness industry and combining or adapting them to solve the specific problem at hand. Notable Awards in the past 5 years include: 1) 2018 Good Design Award in the Sports and Recreation Category- Life Fitness Studio Collection Dumbbell Pack 2) 2018, 2019, 2020, 2021, 2022, 2023 Body Life Award -ICG best in "Indoor Cycling" Category 3.) 2024 Red Dot Award for Product Design, Symbio Runner Please note due to Covid we did not enter any designs between 2019-2023 as it interrupted our product design cycle.	*
20	What percentage of your sales are to the governmental sector in the past three years	2021 - 6.8% 2022 - 6.7% 2023 - 10.3%	*
21	What percentage of your sales are to the education sector in the past three years	2021 - 4.5% 2022 - 4.3% 2023 - 5.2%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our Sourcwell contract is our largest and only national cooperative contract for the education and municipalities and is the main contract we focus our national efforts in promoting to our sales team. Life Fitness does engage with other state/provincial groups and contracts, however outside contracts and sales are confidential as Life Fitness is no longer a public company	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract # GS-03F-120DA 2021 - 16.24 million 2022 - 15.38 million 2023 - 33.70 million	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Virginia Beach (Parks and Recreation)	Tyler Stefkovich	757.385.0417	*
City of Redmond	Katie Fraser	425.556.2350	*
Washington State University	Matt Atwell	360.265.5431	*
Auburn University	Scott Harper	334.740.7723	

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Virginia Beach	Government	Virginia - VA	Refresh of equipment cardio and strength over 3 years	Transactions by year - 52,369 in 2021, 818,960 in 2022, and 508,258 in 2023	1.379.587	*
Auburn University	Education	Alabama - AL	New equipment for both athletics and student recreation with full refresh of athletic weight room	Transactions by year - 2021, 790,992, 2022, 18.696, 2023, 307068	1.116.757	*
Samford University	Education	Alabama - AL	Full refresh of student recreation and athletics	2023 - 1.085.677	1.085.677	*
Purdue University	Education	Indiana - IN	Student Recreation refresh and small replacement orders for athletics	Transactions by Year - 2021 25,683, 2022 310.609, 2023, 512.099	848,391	*
University of Cal Berkely	Education	California - CA	Multiple refreshes of student recreation. Multiple sites	Transactions by year - 2021 89.602, 2022 424.160, 2023, 306.489	820.251	*

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 *	
26	Sales force.	Life Fitness' sales force is a combination of direct outside sales representatives, business development representatives, direct inside sales representatives and dealer sales representatives. The unified effort of this team of well qualified and trained professionals work closely together to bring our Sourcwell customers quality solutions and unparalleled service. Our 71 direct outside sales staff are located in their respective territories around the country. While all our inside direct sales staff and business development representatives are located at our home office in Rosemont, IL. Our dealer network enhances our ability to reach customers by either covering a territory fully or supporting our direct outside sales staff. Sales leadership committed to the education/municipalities, and local government markets include 1 director, 3 regional segment managers based in various parts of the country - West, Midwest, East as well as 6 regional directors that lead our direct teams in their respective parts of the United States as well as our Canadian strategic account manager that works with our Canadian distributor, LIV North. See attached map that provides specifics of our dealer/direct coverage.	*
27	Dealer network or other distribution methods.	The Life Fitness commercial dealer network is comprised of 12 dealers, 3 which are platinum dealers with over 17 locations around the US and Canada. The dealer network employees over 100 sales representatives. Our dealer network assists in reaching areas our direct team cannot cover as well as supports our direct representatives as a hybrid in direct sales territories to provide further coverage specifically in the education, municipality, and local government markets. Our dealer network is held to a high level of quality and service, and will perform installation, warranty work, and other valuable services to Sourcwell Member's expectations. Life Fitness qualifies each dealer candidate, including the principal owner(s) of the business and proposed management team before appointing an Authorized Life Fitness Dealer. Please see Additional Document Question 27 for a list of our dealers.	*

28	Service force.	Our service team consists of 50 plus full time Life Fitness certified technicians as well as more than 340 Independent Certified Service Providers. We have the largest service reach of any one in the industry. Our independent service providers work directly with our service managers in the respective territories that they cover. Our technicians both direct employees as well as independent service operators go through extensive training as well as have ongoing education requirements to maintain their status.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders are processed by the Life Fitness order management team including dealer orders. Our order management team consists of 12 team members that directly handle the submission of orders along with 2 supervisors. Our dealer network works with the same order management team and have an assigned point of contact. Below is an example of the order process: 1. Purchase order is obtained from customer. Sourcewell contract number is referenced on both PO and approved Life Fitness quote. 2. Order and any supporting documents are submitted into Oracle by sales, our order processing system. 3. Order management confirms colors, dates, customer site information with the customer, and schedules order for manufacturing. 4. Order management confirms order in Oracle Business Intelligence. 5. Prior to scheduled ship date, order management team reaches out to the customer to confirm readiness. 6. Upon shipment of the order to our local warehouses, our delivery/installation coordinator reaches out to the customer to schedule delivery date. 7. 3-5 business days prior to delivery/installation, our install teams reconfirm date and provides an arrival window. 8. Install occurs, upon completion a walk through and sign off is completed with the customer with any installation issues noted. 9. Installers file a installation report. If any issues were reported our service team is notified and tasks/parts if needed are assigned to the local technician. Any parts are a standard 2 day overnight to the technician. 10. If applicable, any tasks are completed and closed out by the technician. 11. Credit team issues an invoice utilized for payment or provides a paid invoice receipt if the order was prepaid. 12. Post install, sales team follows up with the customer for any questions or post sales supported needed.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Life Fitness customers have multiple ways of requesting service. We maintain a customer support call in center, online chat, email request with specific email addresses for service/parts, an online parts and service portal, and our service hub which can be found at https://www.lifefitness.com/en-us/customer-support/service. This hub provides resources for service requests, parts requests, warranty information, product registration et. From our Customer Contact Center at the Life Fitness World Headquarters in Rosemont, Illinois we offer: •Toll-free phone technical support and parts ordering •In-house Technical Specialists for each product line •The ability to dispatch any of our factory-trained Field Service Technicians in the Life Fitness service network •The support from the entire Life Fitness engineering staff • All inbound requests are processed within a 4-6 business hour response time, after which the work orders (tasks) are dispatched to a technician within 2-4 business hours. • The assigned technician will contact the facility within 24 hours and is expected to complete the work within 72 hours after task creation (assuming all parts are in stock and not custom order). Our team tracks, grades, and providers are incentivized to perform up to this expectation. Our service team management tracks these metrics on the individual level as well as a whole to ensure we are meeting the stated expectations.	*

31	Describe the serviceability of the products included in your proposal (parts availability, technical support, etc.)	Life Fitness maintains over \$5 million in parts inventory that enables us to provide our customers with a 96% daily fill rate on replacement parts. Our Life Fitness field technicians are also equipped with company vans, each carrying a parts inventory valued at more than \$25,000. Technical support is available in a variety of ways - through our Life Fitness Technical Support Site which is a repository of all technical support documents related to our products. It includes user manuals, software upgrades, service manuals, troubleshooting FAQ's as well as preventative maintenance procedures. We have additional support through our Life Fitness parts website and online Halo platform which provides tracking of usage, informs customers of potential issues on cardio equipment and utilizes an instant messaging system through email to assist in proactive troubleshooting as well as suggestions for maintenance. This platform will be going through an upgrade in Q3 of this year to include expanded ability to request service directly out of the platform, utilize any credit terms, and notifies the customer if the service/parts are under warranty or are billable. See attachments for question 31	
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Life Fitness has the most breadth and depth of products in the industry which allows us to provide products and services to all types of facilities for participating Sourcewell entities. We are a proven US based manufacture that has been the leader in our industry for more than 50 years. Our sales and dealer coverage model, installation and delivery teams, service providers as well as the support of our marketing and internal teams allows us to reach potential customers in all markets that Sourcewell serves.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Life Fitness will be distributed throughout the majority of Canada via a master distributor, LIV North Inc. LIV North has warehousing in Ontario, Alberta and British Columbia and have a sophisticated cloud-based operating system that will greatly increase the ease of ordering, speed of processing orders and an increased customer service department dedicated to Canada. The advantages to our Canadian customers are: • Reduced minimum orders due to increased warehousing in Canada • Increase parts warehousing in Canada • Transactions in Canadian funds • Faster delivery times on popular products • LIV North will provide dealer portals for direct ordering and service enquiries • LIV North use the same lead generating system as Life Fitness for immediate turn around and tracking of leads • Master Distributor provides Canadian customers a higher level of commitment to the Canadian market. Our expectations in collaboration with LIV North, will be that our Sourcewell customers in this region will have the same dedication to ensuring complete satisfaction when purchasing the Life Fitness family of brands as they do in the US.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Life Fitness and our dealers would continue to serve all geographic areas in the US under the Sourcewell contract as well as the continued expansion into the Canadian market with our platinum distributor LivNorth.	*
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There is not a limit and Sourcewell is our primary contract that we promote. Please reference our link to our website as Sourcewell is the only contract that is highlighted on our website: https://www.lifefitness.com/en-us/markets/education . The link to the Sourcewell landing page is about halfway down.	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None.	*

Table 7: Marketing Plan

Line Item	Question	Response *
-----------	----------	------------

37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy to promote this contract would be the following: • Emails/Newsletters – Incorporate Sourcewell messaging and/or featuring the Sourcewell logo/partnership in our new product emails and newsletters sent to our relevant customer database – Campus Rec, High Schools, Jr. Colleges, etc. (see attached Integrity+ Email Example) • Website – Continue to highlight Sourcewell as our contract partner on lifefitness.com - https://www.lifefitness.com/en-us/markets/education • Tradeshows – Increase awareness of our Sourcewell Contract at national and local tradeshows and events throughout the year - NIRSA, Athletic Business, Texas High School Coaches Association, etc. • Marketing Collateral – Call out our Sourcewell Contract within marketing collateral directing relevant audiences to the Sourcewell contract page. (see attached last page of Campus Rec Ebook 2024 Example) • Dealer Collateral – Share details of our Sourcewell Contract with our commercial dealers (See attached Life Fitness – dealer flyer) • Internal Communications – Share the details and information about our Sourcewell Contract with sales representatives and Life Fitness team members through monthly sales calls and company intranet. • Social Media – Post on LinkedIn, Instagram, Facebook details about our Sourcewell Contract directing them to our website or Sourcewell contract page to learn more. • Collaboration – Work closely with Sourcewell on any promotional materials or new information that may need to be communicated to our customers and sales teams. Please see attached under page 37.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Life Fitness marketing team leverages data across multiple digital channels including web, social, email, and paid channels. Additionally, we regularly conduct first party research to better understand the needs of our customers. We leverage this data (collected via web analytics, social listening tools, our marketing automation platform and paid advertising platforms) to inform content strategies and delivery the right message, to the right people at the right time. This can take the form of retargeted ads, segmented email campaigns or paid social leveraging custom audiences. By understanding customer behavior based on past purchases, web browsing and content engagement we adapt our marketing strategies to be both on brand and on message for the evolving needs of our customers.	*
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Life Fitness believes Sourcewell is a partner and as a partner any promotion of our brand on Sourcewell websites and marketing materials geared toward the segments that Sourcewell services would be beneficial. In question 37 having collaboration with any press releases would also be beneficial to both Life Fitness and Sourcewell. Sales process integration of Sourcewell would be as follows: 1. Education/awareness of contract. Partner with Sourcewell to provide quarterly calls/webinars with our sales force and dealer partners to drive adaptation, understanding of advantage of Sourcewell and create sales confidence of presenting/utilizing Sourcewell. 2. Provide materials and Sourcewell customer references for sales to utilize and present to new customers, at trade shows, and conferences. 3. Identify and share Sourcewell customer champions throughout the sales and dealer network to establish references and confidence of new customers or existing customers that have yet to use Sourcewell in purchasing fitness equipment.	*
40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Currently we do not sell our products and product services through e-procurement. We are in an exploratory/beta of offering some products through an E-Commerce site that do not require configuration. Currently due to complexity/configurations of our products and our pursuit of a first-class customer experience, we recommend all of our customers deal directly with a Life Fitness or Life Fitness affiliated representative for quotes and ordering of products/services. Service parts is the exception. We do offer a parts and service online ordering site for our customers. (www.lifefitness.com/parts) The site allows for 24 hours a day, 7 days a week parts ordering and increases the probability that the part customers order is the part needed. With its' extensive parts search engine, the site allows the customer to: -see complete lists of parts available for their serial numbers -see details about the part for replacement -see warranty information for the part needed -see detailed engineering drawings and illustrations helping to provide visual confirmation and a deeper understanding of the part needed. The ease of purchase and warranty availability based on serial numbers, allows this platform to ensure our Sourcewell members a first-class experience when ordering parts online.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. Please include your offering of virtual programming, training or integration (i.e. app based, pre-recorded, live, etc.).	Life Fitness is more than high-quality equipment. Our commitment is deepened by educational tools that empower facility owners to help exercisers get the most out of every workout. Effective staff development is an invaluable asset and a resource that sets our company apart from other fitness equipment manufacturers. Product and Service - Each of our LFI installers will conduct basic product training at the time of install with each Sourcewell POC. This training will cover operation, care, maintenance, and basic trouble shooting instructions for the fitness equipment being installed. It is at no charge to the customer. Product Training – Each of our LFI installers and sales representatives will conduct training on the basic use of the equipment and sanitation procedures. The LFI installer will provide the POC a written copy of how to contact Life Fitness for parts and warranty related issues. No charge to the customer. Standard Operation Procedures – The LFI installer shall provide the POC a copy of the standard operation procedures for equipment and the preventative maintenance procedures. No charge to the customer. Advanced Service Certification Training – This program certifies individuals as authorized independent service technicians in the commercial fitness industry. Charge to the customer though our service department. Not included in the Sourcewell price list. Advanced Product Training – Life Fitness Academy (LFA) is the global education arm of the Life Fitness Family of Brands focused on training and programming for facilities looking for assistance in up skilling their training staff, fitness professionals and exercisers worldwide. Since 1993, Life Fitness Academy has provided fitness education, allowing staff to get the most out of every piece of equipment. LFA has designed effective learning solutions to meet the varying needs and styles of the staff, trainers, and master trainers. Instruction is delivered through Web based learning, visual presentations, video resources and in-person workshops by one of our 17 network trainers. Flexible formats make it easy for the knowledge to be shared in many ways for the ultimate convenience of each member facility. The comprehensive content, which includes 12 globally recognized courses (authorities include the American Council on Exercise (ACE), the National Academy of Sports Medicine (NASM), the National Strength and Conditioning Association (NSCA), REPS and CIMSPA) enable the staff to get the most out of every Life Fitness machine and to deliver an outstanding user experience. There is a charge associated with the training and it is included in the Sourcewell pricing catalog. See attachment for additional details.

42	Describe any technological advances that your proposed products or services offer, including manufacturing processes.	Life Fitness understands the importance of both in house development as well as leveraging third party partners to move quickly and efficiently. Our innovation programs follow a hybrid model whereby all combination of talent – internal & external – are used to drive outcomes. Further, we view innovation as a cultural characteristic and pride ourselves on a company wide effort to engage our teams, partners, and customers and find opportunities to come up with new ideas, experiences, and solutions. As can be seen from the many partnerships, Life Fitness welcomes and encourages third party partnerships to build experiences which combines technology in new ways. We use open-source technology in our stack in many cases, and our own Life Fitness technology platform has been and continues to be open. • In 2018, Life Fitness introduced Halo Fitness Cloud. This digital management platform offers a centralized location where customers can easily manage profitable business operations, communicate with members, plan fitness programming and more. It is a powerful digital technology that provides facilities a wide range of tools that can be mixed and matched to make day-to-day business easier and create more meaningful interactions with members. Halo can help set the standard by: tracking equipment use to schedule rotations and preventive maintenance, which extends the life of the equipment past the industry standard; keep track of members' goals and help them succeed via the Halo Fitness App; open two-way communication between personal trainers and exercisers; and stay engaged with members by sending personalized emails and exciting real-time challenges making members feel like part of a community. • In 2019, Life Fitness introduced Life Fitness On Demand™, an innovative and growing library of digital classes available exclusively on the touchscreens of Life Fitness premium cardio products. Life Fitness is the first fitness equipment manufacturer to create digital programming for an entire line of commercial cardio equipment. The digital library includes on-demand classes available on treadmills, ellipticals, climbers, cross-trainers, and exercise bikes. Life Fitness On Demand Classes are led by an elite group of diverse instructors from all over the world and film in Los Angeles, CA. Classes are thoughtfully designed to reach exercisers of all fitness levels, range between 10 and 40 minutes, and offer a wide variety of difficulty levels, coaching styles, and music genres. Workouts feature curated playlists of top songs, designed specifically to boost fitness performance. In 2019 Life Fitness implemented a set of rigorous security practices and tools from Veracode to significantly improve the existing and future security posture. • In partnership with Apple, Life Fitness has delivered Apple Watch compatibility at IHRSA/FIBO 2018. Life Fitness was closely involved in shaping the solution, architecting the supporting systems, and working with a number of partners to make the necessary enhancements to their components and firmware in order satisfy the demanding user experience and reliability requirements. In 2023, expanded Life Fitness on Demand Classes on our new SE4 console to 500 classes across all cardio bases as well as more than 100 runs, rides, and hikes through interactive terrains. This console included an upgrade to a 24" screen console, AIT console technology for a more responsive user interface and personal app integrations. Our Hammer Strength brand introduced our new ecosystem of HD Elite ID racks as well as several new plate loaded machines. Early 2024 brought the introduction of our new Symbio cardio line with the Symbio runner garnering the Red Dot award for top design, an expansion of both our Hammer Strength plate loaded line, cable offerings and Insignia Selectorized line offering to meet the demand of customer trends along with the opportunity to connect strength offerings through our gym connection kits. Our ICG group cycling bikes were also upgraded with new features and the ICG app also went through an upgrade. In Q3 of this year we will be relaunching our Halo platform to include additional trainer/exercise features as well as facility management upgrades into one platform called LF Connect. All products go through a rigorous process of design, prototyping, and testing prior to being introduced to the market. Our factories and manufacturing process has an ISO 9001 certification as well as EN/ASTM certification for manufacturing and research/design processes.
----	---	--

43	Describe how advanced technology influenced the design and functionality of your fitness equipment.	Sustainability is a lens where we continue to use advanced technology to innovate and create products that optimize energy consumption including power mode features that minimize reliance on external energy. Hybrid mode in our upright bikes, recumbent bikes, cross trainers, and Arc trainers is a foundational component that energy is created by the exerciser to assist in transforming their mechanical energy into electrical energy. This process mimics the same principles inside wind turbines, hydroelectrical dams, and regenerative brakes in electrical vehicles. Our new Symbio Runner is an advanced treadmill that not only has unique features such as the adaptable running deck, which is currently unique to the market, but also was designed with energy efficiency in mind. It is powered by a brushless DC motor that optimizes power factor correction circuitry. This motor allows for precision speed controls, a quick response to change in loads, and most importantly, significant energy efficiency benefits. Symbio runner combines the benefits of a brushless DC motor with power factor correction technology to create a nearly 40% more efficient treadmill.	
44	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Life Fitness measures and monitors the environmental impact with a focus on energy and water usage and solid waste management. These metrics are normalized to reflect forecast and demand variations. Life Fitness globally limits waste to landfill by reducing, reusing, and recycling component materials and packaging. See attachments for certifications. Life Fitness participates in Design for Health to enhance quick and easy sourcing of suppliers committed to environmental health. We developed sustainable packaging by utilizing 100% recyclable corrugate packaging. We continue to innovate and create self-powered equipment such as our Hammer Strength Performance Trainers, Heat Rovers, and ICG Indoor Cycles that require no external energy.	*
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Life Fitness earned a Leader Level MindClick rating 3 years in a row through our expanded efforts to utilize expanded packaging, renewable raw materials, and sustainable manufacturing processes. We were awarded for both strength and cardio equipment. Life Fitness is also RoHS Compliant - Life Fitness endeavors to design, manufacture, distribute and support environmentally safe products that follow the Restriction of Hazardous Substances initiative. Established by the European Union (EU) parliament, RoHS targets six substances, including lead, to be a zero level. These restricted substances are hazardous to the environment through their pollution of landfills and are even more dangerous in terms of occupational exposure during manufacturing and recycling. Although this is only a requirement in the European Union, Life Fitness extended this standard to all new cardio products regardless of destination.	*
46	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Life Fitness does not hold any WMBE, SBE, or veteran owned business certifications. Our focus lies in creating a meaningful sourcing plan with minority, small, local, veteran owned, and other diverse suppliers. We report Actual domestic results of the prior year and select certain areas of purchases to be targeted for increased activity with Small Business concerns. These goals are then cascaded down to the commodity managers whom are responsible for including them into their commodity strategies.	*

47	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	At Life Fitness we strive to deliver on the wants and needs of exercisers and all of our customers with the largest portfolio in the industry our diverse offerings allow us to provide unique solutions. At the core is exerciser research to drive insights that can be turned into unique products and experiences to create better, more engaging workouts. We pride ourselves in having best in class biomechanics, quality and display interfaces. This quality not only resonates with our users but with our facilities as well and is what makes Life Fitness unique in our industry. Sourcewell participating entities will have the ability to work with a company that emphasizes high quality and durability as the standard for every piece of equipment in the family of brands. Below are the steps we take to ensure complete customer satisfaction when purchasing products under the Life Fitness name. Life Fitness is committed to quality, excellence and continuous improvement in our processes, products and services by integrating Lean Six Sigma into our daily activities for continuous improvement and measuring quality by our ability to meet or exceed the expectations of our customers. Life Fitness implemented a Quality Management System in accordance with ISO 9001 and is certified by the International Organization for Standardization. We were the first major fitness manufacturer to be awarded the prestigious ISO certification. Benefits of the Life Fitness ISO 9001 system for our customers include: ▪ Greater consistency in the activities involved in the design, testing, and manufacturing of our products and services ▪ Continuous improvement culture for our products, services, and processes ▪ Data driven decision making ▪ Engagement of Life Fitness employees ▪ Quality business systems are audited annually by an external, independent auditor to the internationally standard Durability, reliability and quality are keys to the popularity and respect of Life Fitness products. The company is committed to lasting quality that protects its customers' investments by minimizing system downtime and maintenance costs. Built with the most durable, functional components available, every piece of Life Fitness equipment is put through the industry's most strenuous testing. All cardiovascular products are tested for at least twice their warranty time (a minimum of 8,000 non-stop hours), and some treadmills are even tested for more than 17,000 hours. More than 20 full-time employees dedicated to Quality Assurance randomly pull and meticulously audit products from the production line every day. All this testing results in documented 97 percent out-of-box reliability – the best in the industry. All Life Fitness commercial products are subjected to a rigorous series of dynamic evaluations through mechanical and environmental simulation. A multi-million-dollar laboratory and a Product Reliability organization staffed with experienced professionals ensure that the cost of ownership and downtime are minimized. Products are expected to operate for a minimum of five (5) years with minimal downtime, based on average usage.
----	---	--

Table 9: Warranty

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

Line Item	Question	Response *
-----------	----------	------------

48	Do your warranties cover all products, parts, and labor?	Our standard warranties cover all products, parts, and labor for the time frames lined out in our attached warranty matrix. We also offer extended warranties at an additional cost.	*
49	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We do not impose usage restrictions. Life Fitness warranties cover defects in material and workmanship for the time specified in the owner's manual when the equipment is used per design and intent.	*
50	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. If the manufactures warranty includes labor or if extended labor warranty is added to product, then all travel, mileage, and time are covered under that warranty,	*
51	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. All regions in the US and Canada will have service coverage by a Life Fitness certified tech, It will be a combination of Life Fitness direct techs, Individual service providers (ISO) or our dealer network techs that will ensure complete customer satisfaction as it relates to service.	*
52	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All company branded products within this proposal will be covered under Life Fitness manufacture warranties. All products within the proposal are manufactured by the Life Fitness Family of Brands or its affiliates	*
53	What are your proposed exchange and return programs and policies?	Life Fitness always strives to put the customer first and ensure complete purchasing satisfaction. The standard return/exchange policy carries a 20% restocking fee after any product that has already shipped from our factory. However, every purchase where this occurs, will be evaluated and handled on a case by case basis depending on the underlying circumstances. Our goal is to always provide the best customer experience possible.	*
54	Describe any service contract options for the items included in your proposal.	Extended Warranties are sold for 4 and 5 years. Annual Preventative Maintenance Visits + Extended Warranty options are also available. In addition, two versions of Extended Warranties are offered: "Parts Only" or "Bumper to Bumper". "Parts only" warranties cover ALL parts on the equipment included as it was originally installed. The ONLY exclusions are optional parts that are purchased separate from the unit. Bumper to bumper warranties are composed of the "Parts only" warranty plus coverage for travel and labor over the applicable time period. The above information applies to all Treadmills, Elliptical Cross-Trainers, Arc Trainers, Powermill, Recumbent and Upright Bikes, and Strength equipment. Extended Warranties start on the install date and run concurrently with a product's standard warranty. Preventative Maintenance ensures the equipment operates now as well as it did when it was new. During a PM visit the below tasks will be performed: • Perform complete operational diagnostic check-up • Inspect, clean, lubricate and adjust your Life Fitness equipment • Provide you with a 10% discount on replacement parts • Install software upgrades as appropriate • Inform you of any worn parts • Maintain a service log • Give you access to a U.S-based Call Center providing technical support The Preventative Maintenance options include: PM2 (two preventive maintenance visits per year)- LF Tech inspects the complete unit from top to bottom, front to back. We check all electrical systems; update all the software on each particular model, if necessary. Adjust all hardware and make necessary adjustments to keep units running optimally. We also clean and lubricate the internal components and clean the outside and underside as necessary. We test each unit to see if it is still working at factory fresh standards. After the completion of each service visit, the technician will provide the customer with a list of items that need both immediate attention and make recommendations for repairs that are less critical to operation, but may affect user experience. We may also point out any other issues that may be affecting the equipment in a negative way. The	*

customer can decide to call these items in for service at a future date, if desired.

PM2Plus-Along with the two P.M. visits each year, the customer may also add unlimited travel and service calls. This means that any needed repairs will be completed at no additional charge. The customer would simply pay for the LIFE FITNESS parts that are used to make repairs with a credit card or P.O. number. The Customer may also purchase parts from www.Lifefitness.com/parts ahead of time, and have them at the location at the time of the service. The customer also receives a discount on parts with this option.

Note: We cannot install non-Life fitness parts on our equipment. We do not repair competitor equipment.

UPL2-

The parts are included with each service call. No need to pay for anything additional. We provide PM's twice per year and customer can call customer support whenever there is an issue, no matter how small. There are no additional charges during the 12 month duration of the contract coverage.

4PMOr

"4" times a year would be the same services as listed above. The only difference would be four PM visits per year instead of two. The same quality of service is provided. We do not repair competitor equipment.

ULO only-

Customer takes care of all preventive maintenance operations. Call anytime needed for up to a full year. No labor charge to inspect equipment, perform repairs, or for travel. Call LF as many times as you need. If parts are required, the customer can use a credit card or be billed (depending on how the account is set up in our system). All part orders will be approved before installation. The customer may choose to have them installed or not.

UPL only-

Customer takes care of all PM's. This coverage option is ONLY for service calls and parts. All charges are covered anytime the customer needs us, any number of times. We do not repair competitor equipment.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Life Fitness shall invoice the Participating Entity for the purchase price upon shipment of the products, parts and/or services rendered. The invoice shall include charges (as applicable) for freight, handling, taxes and other amounts payable to Life Fitness. Customer is responsible for all applicable sales, use and/or excise taxes for the purchase of products, parts and/or services, if applicable. Taxes are in addition to the purchase price unless the Participating Entity presents a valid tax exemption certificate. The invoice shall be paid by Participating Entity to Life Fitness within thirty (30) days from the date of the invoice, unless other payment terms have been agreed upon by Life Fitness.

56	Describe any leasing or financing options available for use by educational or governmental entities.	Life Fitness provides competitive and customized leasing/finance solutions to adapt to the current market conditions. At Life Fitness, we strive to be an ongoing partner with our customers. We make the finance process easy, so the customer can focus on other aspects of their business. Some of the key features of our finance/leasing program are: • Easy, convenient lease approval process. We can process existing lease requests up to \$75k on an application-only basis. For larger requests, we typically require less financial information than banks and other finance companies. • Fast turnaround time. We generally provide approvals within 24 hours for lease requests under \$75k and 48 hours for lease requests above \$75k. Start-up requests are usually completed within a week. • Competitive terms. We offer competitive interest rates and extended lease terms, as well as deferred and seasonal payment options. We do not require any down payments or advance payments for existing club lease requests. • Finance other vendor fitness equipment. Up to 20% of the total lease amount. • Accommodate small lease requests. We can finance lease transaction amounts as low as \$10k. • Facilitate growth. We can accommodate individual customer exposures up to several million dollars to help facilitate growth. • Leasing for all types of entities. We provide financing solutions for both public and private schools, universities, colleges and many other government entities. In addition to our in-house offering, Life Fitness has partnered with NCL Government Capital who has previously been a contract holder with Sourcewell for Leasing & Financing. By partnering with NCL, all Sourcewell members will receive a turnkey cooperative solution with a competitively bid fitness equipment contract (Life Fitness) as well as a competitively bid lease & financing contract (NCL). NCL Government Capital has multiple lease/financing options available including: • Tax Exempt Municipal Lease • Fair Market Value Lease • \$1 Out Lease There is no ownership, common ownership, or control between Life Fitness and NCL Government Capital.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our simple order process has been and will continue to be well appreciated by Sourcewell and their Participating Members: 1) When a member decides to purchase Life Fitness products, they simply include their Sourcewell member number and Life Fitness contract number on the Purchase Order that is issued to Life Fitness or one of its dealers. 2) Our team accepts the PO. If it is a direct order, we process the PO through our Contract Lifecycle Management Process and Order Management Team via our Oracle application order management system which links to our Salesforce CRM system. The order is then flagged via Salesforce linking it to the Sourcewell Contract. The Invoice is automatically generated and sent to the customer once product ships. If it is a dealer order, the dealer submits the PO to Life Fitness and the same process occurs, with the end result of generating an invoice to our dealer. Life Fitness accepts payment after delivery of product. 3) After the equipment has been delivered, the orders are tracked through our Salesforce CRM system.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Life Fitness supports P-cards and there is no fee associated with using this process.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Life Fitness pricing model will be a percentage discount off of MSRP for each product category. The percentage discount will be based off of internal analysis of each category and margins associated within that category of products. See attached pricing sheet for details (US and Canada included)	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing discount will be a percentage discount off of MSRP. The percentage range will be between 35%-10% based on internal analysis of margins by product brand and category..	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Within the cardio product category for all brands, there will be an added volume discount. Quantities of 1-4 total cardio units will carry a 30% discount while volumes of 5 or more total cardio units will carry a 35% discount (US only).	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Our method for facilitating "Sourced Equipment/Products and/or related Services" solutions as defined by the RFP document is to ensure that the Life Fitness/Sourcewell contract includes as many Life Fitness family of brand products and partner product categories as possible. This alleviates the number of times in which a proposed solution includes products that are not listed on the existing Sourcewell contract. This method has served Sourcewell Members well over the past contracts. If and when, new products or related services become available during the term of the contract, Life Fitness will submit a request for approval to add those items per the Sourcewell process and appropriate form(s). Additionally, there may be instances where a Member may need "Open Market Items" not on the Sourcewell contract. If the Open Market Items further provide a complete comprehensive solution to the Member, it may be quoted and sold along with the contract items/services to complete the PO. The dealer may supply a quote to include such Member request with the Open Market Item listed as such on a separate line item. No admin fee will be paid on Open Market items and Open Market Items will not be included in any reporting. Open Market Items are not to be quoted separately and associated with this contract.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All products and services including training, site visits, inspections, etc are included on the pricing sheet and carry an item code for quoting. There will be no hidden fees associated with any cost of acquisition through the Life Fitness Family of brands or their dealers. All charges will be visible on the quote with associated pricing and discounts.	*

64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	FFI will be an additional cost for the Sourcewell members. It will be F.O.B. Life Fitness' dock, freight prepaid and added. It will be calculated via an internal Freight matrix in our Oracle application quoting system. 1. Member contact shall provide the Life Fitness sales rep with delivery order locations at time of quote. 2. Life Fitness sales rep will enter product into our Oracle application to calculate freight and install cost of that product, then provide the member with a completed quote. 3. Member procurement shall issue PO with delivery location. 4. Life Fitness shall process order and enter it into our Oracle Envoy tracking system which will then trigger a series of internal processes to get the equipment ready to ship from the factories once completed. 5. The LF domestic carrier shall pick up the equipment from the various factories and deliver it to the regional Life Fitness distribution and installation team. 6. The Life Fitness regional distribution planner shall contact member POC and arrange for delivery within 14 days upon receipt of the order. 7. The Life Fitness regional distribution planner shall contact the member POC 48 hours in advance to obtain any necessary last-minute instructions prior to delivery. 8. Installation shall take place. 9. Onsite product training to commence once installation is complete. 10. If any equipment discrepancies or damages are found during installation that cannot be fixed onsite by installation team or tech, the Life Fitness installation team shall immediately place work orders via the Oracle Envoy tracking system to have the equipment repaired within 48 hours based on parts availability. 11. If the equipment cannot be repaired, Life Fitness shall replace the damaged unit at no additional charge to the member. 12. Member contact shall sign the receiving report verifying acceptance of product. 13. Life Fitness shall invoice the member once all POD paperwork has been completed.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight for AK, HI and Canada: From our factories here in the US, our D/I team utilizes preferred transportation providers with contracted rates as well as spot marketing pricing. Life Fitness can provide all transportation modes (TL, IMDL, LTL, Parcel, Air, Ocean) to get product to our designated install teams. Life Fitness has extensive relationships with forwarders, brokers, and 3PLs with the ability to leverage their capabilities to manage various customer requirements. Delivery and Install AK, HI, and Canada: Orders are sent to our 3rd party provider located in Anchorage, AK. From that point, the provider coordinates the install with the customer in any area of the state. Similarly, Hawaii is managed the same way with the freight being sent via the methods above to Honolulu and accepted by our 3rd party provider. The provider will then coordinate the install and move the products to any other island. In Canada, our preferred freight carriers will carry equipment up to warehousing and distribution centers in BC, AB, and ON. Out of these distribution centers, all Provinces in Canada will be served.

66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We currently offer multiple supply chain options for our customers: LIFE FITNESS MANAGED - LF manages transportation and install using approved 3rd party provider list; Customer receives one invoice from Life Fitness. D&I and Service supports any OOB or install issues. WILL CALL - Customer arranges pick up and installation using their preferred vendors. Various waivers are required. Customer receives invoices direct from providers. D&I and Service do not support any OOB or install related issues. WILL CALL PREPAID - Customer requests a specific installer and coordinates the transportation outside of the LF network. Customer Operations collects the invoices to verify rates are appropriate. One invoice is generated from LF to the customer; various waivers are required. D&I and Service do not support any OOB or install related issues. INDEPENDENT PROVIDER - Customer requests a specific installer and coordinates the installation outside of the LF network. D&I approves the non-LFI rates and collects the invoices to verify rates are appropriate. One invoice is generated from LF to the customer; various waivers are required. D&I and Service does not support any OOB or install related issues. DIRECT SHIP TO INDEPENDANT PROVIDER - LF ships direct to An independent provider for install. Customer receives invoices direct from installer and transportation is billed on LF invoice. Various waivers are required. D&I and Service does not support any OOB or install related issues. In addition, Life Fitness has over 40 Life Fitness managed providers for the US and Canada and has over 40 will call providers available. Also, as of September 2020 will call providers will be able to make a 1 stop pickup of all equipment ordered instead of having to coordinate multiple pickups from our various manufacturing plant	*
----	---	---	---

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We have a process which ensures reporting speed, accuracy, and contract compliance. Life Fitness and our Life Fitness dealers have very close and trusting relationships. Our dealers are long-established, and the current process is working well. • To ensure pricing accuracy, we maintain our Sourcewell pricing spreadsheet that is distributed out directly to our dealers and is housed in our digital sales hub, NEXUS. This pricing sheet is utilized for all of our sales team when quoting Sourcewell members for any project with potential of contract usage. • To ensure all Sourcewell project sales are recorded properly, we use our Salesforce CRM tool to flag all orders in the quoting process as well as when orders are processed once PO is in hand. Same will apply with the dealer orders. Once we have a PO in hand from the dealer, it is entered in our Oracle management system which communicates with Salesforce flagging the Sourcewell order. All Sourcewell orders are flagged into our Salesforce CRM tool for tracking. • After quarter end, our finance team runs the report in Salesforce for the specific date range of the quarter populating a report for all the orders with specific pricing and details of each order. The orders are audited by the finance team for pricing and product accuracy for both direct and dealer orders. The information is then aggregated into the Sourcewell tracking spreadsheet. • After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Life Fitness has a Contract Lifecycle Management Platform which tracks our Master Contracts and Customer Purchase Orders. We are able to track all purchases which are entered into the CLM and which purchases were made under our Master Contracts. We have Goals and track the time that it takes each Order to be processed and the Success Rate for each type of contract, including Master Agreements such as Sourcewell. We run the metric reports monthly but are also able to do so at any given time to give us an immediate look at how we are doing with utilizing the Contract. These reports can also provide us with information on how much is sold under a contract and to whom. However, this system only tracks Purchase Orders and Contracts which are required to be entered into the CLM. We also utilize a Salesforce CRM tool to flag all Sourcewell Orders which allows us to run reports showing the status of Sourcewell Orders and their Sales numbers.
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Life Fitness is offering a 1.5% Administrative Fee ("Fee") for the sale of all Products included in the pricing sheet. The Fee shall accrue only on orders shipped and invoiced to Members and on payments actually received in full and not refunded during the applicable Quarterly reporting period. The Fee shall be a percentage of the invoiced price for the Products (excluding freight (i.e. truck, train, ship or aircraft), fuel, installation, duties, tariffs, surcharges, and taxes, "Net Sales").

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

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Life Fitness, a Family of Brands which consist of Life Fitness, Hammer Strength, Indoor Cycling Group, Cybex, and SciFit, built a world class reputation as the gold standard of the fitness industry environment. As the industry leader for more than 50 years, we deliver a full line of cardiovascular and strength training equipment — the most impressive selection ever offered by a single company. See below our five fitness brand offerings:

Life Fitness-

The brands purpose it to provide transformational workout experiences that encourage people to reach their full potential. Markets include Health Clubs, Education/Rec, Athletics, Hospitality, Multi-unit residential, and Municipalities.

Why Choose Life Fitness?

For more than 50 years, Life Fitness has been creating fitness solutions that benefit both facilities and exercisers. We have the widest range of cardio, strength and group training products in the fitness industry, and we continue to create robust digital solutions for facilities. Our products are both reliable and built with superior aesthetics, and have the highest resale value in the industry.

Why do exercisers choose Life Fitness?-

Life Fitness equipment is inviting and intuitive, while still offering a wide range of entertainment options for exercisers. Our fitness equipment is designed to feel comfortable and natural and allows for effective and transformative workouts.

Hammer Strength-

The first and only performance brand built upon a heritage of athletic excellence that inspires users to excel by building strength, agility and endurance through proven, heavy-duty equipment and accessories, designed with expert knowledge of how athletes train and what it takes to get powerful results. Markets include: Athletics, Education/Rec, Military & Federal Government, Health Clubs, and Municipalities.

Why Choose Hammer Strength?-

Hammer strength has forged lasting relationships within the athletics and education space for more than 28 years. We are a proven and trusted brand. Our products exceed rigorous reliability testing standards and are second to none when it comes to rugged durability.

Why do exercisers choose Hammer Strength?

Exercisers who want to use the same performance equipment used by elite athletes use Hammer Strength. It's built to move the way the body does and provide results, regardless of the level of exerciser. It's built for elite athletes and those who want to train like one.

Indoor Cycling Group (ICG)-

Striving for excellence and with a passion for indoor cycling, the Indoor Cycling Group has become a world leader in designing premium indoor cycling equipment. A heritage of

more than 20 years empowers riders with extremely effective training and creates exciting and innovative cycling experiences that produce results. Markets include: Boutique Clubs, Health Clubs, Multi-Unit Residential, Hospitality, Municipalities, and Education/Rec.

Why choose ICG?-

Innovative indoor cycling bikes by ICG combine striking, award-winning design with powerful technology. They create energizing and exciting group cycling experiences for everyone from everyday exercisers to cycling enthusiasts Why do exercisers choose ICG?-

The unique personalized Coach By Color intensity guide and the WattRate Power Meter (deviation +/- 1%) not only deliver highly motivational workouts for all target groups, but guarantee the most accurate personalized results in the market. ICG bikes challenge exercisers to perform.

Cybex-

Cybex is dedicated to developing effective and efficient fitness equipment designed on the foundation of insights gained from exercise science. Cybex products are intended to be accessible by exercisers of all fitness and ability levels. Markets include: Health Clubs, Multi-Unit Residential, Hospitality, Inclusive Fitness, Education/Rec, and Municipalities.

Why Choose Cybex?-

Cybex provides the tools for any exerciser to see results, all built with exercise science in mind.

The portfolio ranges from the inclusive strength training provided by Prestige Total Access, to

intuitive cardio options and HIIT-related products like the SPARC Trainer

Why do exercisers choose Cybex?-

Cybex products are built with attention to precise biomechanics and user comfort, but are still designed to provide results.

SciFit-

SciFit products are accessible for everyone from elite athletes to rehab patients. Our products

offer training solutions and movements not commonly found in fitness. In addition, our smart

fitness solutions, including Bi-directional resistance and our exclusive ISO--Strength program,

accommodate the diverse needs of a variety of exercisers. Markets include: Medical Wellness, Active

Aging, PT and Rehabilitation, Va's, Health Clubs, Education/rec, and Municipalities.

		Why choose SciFit?- SCIFIT builds equipment that builds people up. Whether it's someone recovering from a heart attack, rehabilitating from knee surgery or exercising for the first time... SCIFIT products help exercisers progress toward their goals. Why do exercisers choose SciFit?- Accessibility is key. Our equipment makes it easy for people of all ages, abilities and conditioning levels to get moving, stay motivated and see results.
72	Describe the unique design, features, or attributes of the equipment and accessories offered in your proposal	Life Fitness Brand product subcategories:(includes ICG Brand) LIFE FITNESS CONSOLE OPTIONS DISCOVER SE4 HD-- Premium entertainment on a 24" AIT touch screen for all cardio bases as well as a 16" option. Includes 500 Life Fitness™ On Demand classes, HD TV, internet, apps like Netflix™, interactive courses, performance mode on treadmills and more. Our new Symbio cardio line also provides additional performance analytics. INTEGRITY SL—our LED console offers both an intuitive exerciser experience combined with a level of digital connection such as Apple GymKit and Bluetooth compatibility with workout options for those who just want to get on and go. HALO CLOUD FITNESS-- The Halo Fitness Cloud is the platform that connects fitness facilities to their staff, exercisers and equipment. Halo empowers facilities and their staff to optimize equipment usage, better communicate between themselves and their exercisers, and more easily keep cardio equipment up-to-date with the newest features LIFE FITNESS ON DEMAND-- Redefine cardio for your exercisers with exciting and motivating instructor-led workouts, available on premium Discover SE4 consoles. Life Fitness is the first equipment manufacturer to create digital programming for an entire line of commercial cardio equipment. The digital library includes on-demand instructor led classes available on treadmills, ellipticals, climbers, cross-trainers, and exercise bikes. LIFE FITNESS CARDIO SYMBIO SERIES-- Premium cardio equipment that includes our Symbio Runner (treadmill), upright and recumbent exercise bikes, and cross-trainers. The series combines superior biomechanics, innovative features such as the adjustable treadmill deck, fore and aft adjustments on the upright bike, and a swivel seat on the recumbent bike. The result is a truly memorable experience for the exerciser that sets your facility apart. Available with our new SE4 console with additional capabilities engineered exclusively for the Symbio line. INTEGRITY SERIES—Includes the Integrity Plus and Aspire models. Continuous innovation and improvement ensures that this cardio series is an inviting option for exercisers in the best fitness facilities around the world. With two console choices, two base choices and an attachable TV option, this line allows facilities to choose the experience that's right for their exercisers. Craft an engaging cardio experience with easy access to entertainment and fitness apps or allow for intuitive get-on-and-go functionality. Wireless internet connection allows facilities to monitor asset data and make easy console software updates. THE POWERMILL™ CLIMBER-- provides a challenging workout for anyone from older adults to seasoned athletes. Exercisers can always rise to the occasion with 25 different levels, one of the largest step spaces among similar products and an anti-toe-pinch design. Stepping on the PowerMill offers everything from low/moderate to high intensity workouts. ARC TRAINER-- A 3-in-1 alternative-motion cross-trainer that offers cardio versatility to a wide range of exercisers. The 21 incline adjustments result in motions that mimic gliding, striding and climbing, and exert less stress on the knees than walking. It's effective for everyone from rehabilitation clients and deconditioned members, up to professional athletes. GROUP TRAINING – Human Powered Options HAMMER STRENGTH SPARC TRAINER - Run farther. Train harder. Achieve more goals. SPARC does it all because it's biomechanically refined—providing exceptional results with low impact. SPARC's intuitive “get on and go” design invites all users to simply choose incline and intensity levels, then reach their fitness goals in record time. LIFE FITNESS HEAT PERFORMANCE AND HEAT ROWER-- An effective low-impact, total-body workout that is ideal for individual cardio training, as an exciting addition to small group training, or for the creation of a dynamic high-intensity interval training (HIIT) Offers 100 resistance levels are accessible with just the turn of dial and accommodate a wide range of exercisers. HAMMER STRENGTH HD TREAD – is a durable, self-powered curved treadmill made for performance athletes. LED console with performance metrics, slatted curve design, heavy duty support arms, transport handles, and phone holder that offers the same durability found with all Hammer Strength equipment. HAMMER STRENGTH HD AIR BIKE – is an extremely durable performance trainer that can be used for warm-ups, HIIT training, injury prevention and recovery. The unique multi-grip handlebars allow users to engage and target different muscle groups. Comes standard with an airguard. LIFE FITNESS INDOOR CYCLES Powered by ICG.—Indoor Cycling Group (ICG)

has been motivating, mentoring, and measuring positive change in the lives and rides of the global fitness and sporting community since 1995. Striving for excellence in indoor cycling has made ICG a global leader specializing in the design, manufacture, and programming of premium indoor cycling equipment. Accessories include: Studio Dumbbells, Studio Dumbbell Rack, Dumbbell Holder, and Smartphone & Tablet Mount

SYNRGY 360™— The groundbreaking SYNRGY360 system creates a fun, inviting and meaningful workout experience for all exercisers. The Life Fitness SYNRGY360 concept's modular design can be customized to best reflect your training programs and objectives, and provide your exercisers with the motivational resources they want and need. Incorporate Multi-Jungles with a SYNRGY360 system to offer even more exciting small group training options. SYNRGY360 comes in 4 variations:

- SYNRGY360T: The T offers two unique training spaces that are generally placed against a wall.
- SYNRGY360XL: The XL offers eight unique training spaces, including a 10-handle monkey bar zone and two dedicated areas for suspension training.
- SYNRGY360XM: The XM offers six unique training spaces, including a seven-handle monkey bar zone.
- SYNRGY360SX: The XS offers four unique training spaces for a space-conscious exercise hub.

SYNRGY 180 The SYNRGY180 training system saves space by doubling as a wall-adjacent accessory storage unit and functional training rig. It's designed for small group training— instructor led or not—to fit any exerciser's fitness level or coach's programming needs. It's a modular system that can be custom-configured as a simple single-bay training rig or expanded to be a full room multi-bay training rig with a variety of HIIT elements.

SYNRGY 90— The SYNRGY90 system comes in 4 unique configurations, each designed to offer functionality specifically for your gym members.

- SYNRGY90 Cable Cable: The SYNRGY90 Cable Cable unit offers exercisers a variety of traditional personal training options with two adjustable Cable Motion stations, a chin-up bar, and a center space for accessories and storage.
- SYNRGY90 Cable Versa: The SYNRGY90 Cable Versa unit offers the best of free weight and cable training options by combining one adjustable Cable Motion station with one ulink adjustment column, which allows for the attachment of platforms, dip handles and more.
- SYNRGY90 Versa Cable: The SYNRGY90 Versa Cable allows for a wide range of bodyweight, suspension, rope and free weight training options. It has one Cable Motion station and one u-link adjustment column, which allows for the attachment of platforms, dip handles and more.
- SYNRGY90 Versa Versa: The SYNRGY90 Versa Versa unit offers exercisers versatility to perform a large number of exercises and provides plenty of space for accessory storage and workout customization. A pair of u-link adjustment columns allows for the attachment of platforms, dip handles and more.

STUDIO COLLECTION

THE STUDIO COLLECTION BARBELL PACK-- offers an extremely organized storage system for exercisers to grab bars and easily find the accompanying weights on either side of the rack. This pack follows the same color theory as our other Studio Collection packs—they're designed to make the setup and cleanup processes simple and intuitive.

THE STUDIO COLLECTION KETTLEBELL PACK-- was designed by leveraging proven storage and organizational features from other industries. The system uses color-coded kettlebells to allow exercisers to quickly and easily identify their weights, use them, then place them back in the correct location—leaving your studio clean and organized.

THE STUDIO COLLECTION DUMBBELL PACK-- was designed by leveraging proven storage and organizational features from other industries. The system uses color-coded dumbbells and weight horns to allow exercisers to quickly and easily identify their weights, use them, then place them back in the correct location—leaving your studio clean and organized.

THE STUDIO COLLECTION DECK-- is an adjustable, multifunctional exercise tool for making the most out of your studio training experience. Use it as a traditional studio

step, or use as an adjustable angle bench to perform various dumbbell and barbell exercises. Packed with utility—the Studio Collection Deck has two different step height adjustments and four back positions, as well as notches for resistance band training and storage inside for accessories.

THE STUDIO COLLECTION STEP AND RISER-- System brings the versatility you need for many of the most popular studio training exercises. Quickly and easily adjust the height of your Step by adding or removing Risers. Encourage proper form by using the red hand and foot targets on each Step. Risers can also be used independent of Steps for greater exercise variety and training options.

LIFE FITNESS ACCESSORIES

MED BALLS Heavy-duty med balls designed to meet all your weighted movement needs.

KETTLEBELLS-- Different protective coatings, grip surfaces, and a wide weight range means we have the ideal product for all your specific kettlebell exercises.

YOGA BLOCK-- Provide support and aid in proper form during yoga.

SOFT PLYO BOX-- Build power with jumps, or strength with high stepping.

STABILITY BALLS-- A core necessity for every facility.

STUDIO DUMBBELLS-- Designed with user function in mind and made with high-quality urethane that protects the dumbbells, racks and floors from any nicks, scuffs or streaks.

LIFE FITNESS TIRE-- provides functional design and highquality durability for grabbing, lifting, carrying and flipping. Use it for small group training, bootcamps, personal training, strength competitions, skill challenges and more. Various sizes and weights make this tire the perfect strength, stamina and power tool for beginners, as well as the seasoned athlete.

LIFE FITNESS ROPES-- The premium vinyl Jump Rope is designed with heavy-duty handles and radial ball bearings formooth movement. Available in four lengths to fit a variety of exercisers. The Life Fitness jump rope is perfect for group training and cardio exercises.

LIFE FITNESS PUNCHING BAG & BAG GLOVES--

Punching Bag: Dense foam surrounding three vertically spaced sand cores to maintain shape and weight distribution. Size (W x H): 35 x115cm, Weight: 40kg.

Bag Gloves: Durable polyurethane cover, mesh panels for breathability. Weight: 10oz

LIFE FITNESS POWERBANDS-- Each Power Band is made to withstand even the toughest athletes under harsh conditions. From speed, agility, and velocity to strength training and rehab, the Power Band offers exercisers the variety, durability and resistance they need for each unique workout.

LIFE FITNESS COVERED RESISTANCE TUBES --The Life Fitness Covered Resistance Tube adds durability and peace of mind to a fitness favorite. The stretchy gray nylon sleeve protects the tubing from nicks, cuts, overstretching. The ergonomic plastic handles feature a textured rubber grip for stability and comfort. Five color coded resistances ranging from extra light to extra heavy. Interior tube is 60" long, but will stretch.

LIFE FITNESS FOAM ROLLER-- The Foam Roller is made from premium EVA foam to ensure a wider range of motion for joints, and to prevent muscle adhesions before and after exercising. The textured surface of this Life Fitness foam roller offers exercisers more comfort and support during application. Size: 36" L x 6" Diameter.

LIFE FITNESS STRETCHING MATS-- are designed to create a soft, yet durable barrier for stretching and basic exercises. The Stretching Mat makes stretching comfortable on any surface. The breathable design helps keep the mat dry to prevent slippage — perfect for your group training stations. Includes reinforced rings for easy hanging. Available in two colors.

LIFE FITNESS CORE BAGS-- The Life Fitness Core Bags are excellent for multifunctional compound strength training and conditioning. Commonly used for front squats, upright row, clean and press, tricep extensions, Russian twists, as well as lunges, squats, and presses in a functional circuit.

Core bags have several handles that make them easy to use for a wide variety of exercises.

LIFE FITNESS STRENGTH

INSIGNIA SERIES-- The Insignia Series features intelligent and subtle design elements that result in a natural feel and a truly memorable experience. Hundreds of individual parts work together to create a selectorized line that is aesthetically appealing and inviting to exercisers of all fitness levels. Available in 3500 bold Color combinations to match your facility color scheme and the intensity of your workouts.

SIGNATURE SERIES-- Premium options for exercisers looking to expand their strength training progression beyond selectorized machines. The Signature Series includes plateloaded machines, benches and racks, and versatile Cable Motion [™] machines. Each unit combines outstanding performance with a striking design aesthetic. Available in 3500 bold Color combinations to match your facility color scheme and the intensity of your workouts.

AXIOM SERIES-- is a comprehensive line of strength equipment that includes single and dual exercise selectorized units, a dual adjustable pulley, and benches and racks. Inviting design and inviting exerciser functionality combined to create a strength line ideal for any facility. Available in 3500 bold Color combinations to match your facility color scheme and the intensity of your workouts.

Hammer Strength brand product subcategories:

HAMMER STRENGTH SELECT-- Built with the Hammer Strength philosophy of performance strength training, Hammer Strength Select, the 22-piece line of selectorized strength equipment, combines attention to biomechanics with a rugged industrial aesthetic. Custom color options available in 3500 bold Color combinations to match your facility color scheme and the intensity of your workouts

MOTION TECHNOLOGY SELECTORIZED-- delivers the effective Iso-Lateral® motion pioneered and patented by Hammer Strength plate-loaded equipment with the convenience of selectorized weight stacks. The result is a line of 12 strength pieces that employ independent arm and leg actions to offer both performance and ease of use. Custom color options available in 3500 bold Color combinations to match your facility color scheme and the intensity of your workouts

PLATE-LOADED-- Independent natural paths of motion were revolutionary nearly three decades ago when Hammer Strength originated. Plate-loaded equipment still employs these excellent biomechanics to create the ideal training tool for elite athletes and those who want to train like one. More than 40 machines mean plenty of different ways to move iron against gravity. Custom color options available in 3500 bold Color combinations to match your facility color scheme and the intensity of your workout.

GROUND BASE®-- equipment is designed to keep the exerciser firmly planted on the ground, while maximizing balance and explosiveness from the feet up. Each of the 8 different machines works several muscle groups at once. The result is a total-body workout ideal for both sports specific and functional training. Custom color options available in 3500 bold Color combinations to match your facility color scheme and the intensity of your workouts.

HD NX RACKS-- Hammer Strength racks are found in the world's top professional athletic training facilities. HD Athletic racks offer a wide range of configurations and addons. to fit the training needs of exercisers at any level. Custom color options available in 3500 bold Color combinations to match your facility color scheme and the intensity of your workouts

HD ATHLETIC PERIMETR- Build a rig system designed. specifically for your fitness facility. Perimeter can be configured to cater to your training programs. Custom color options available in 3500 bold Color combinations to match your facility color scheme.

HD ATHLETIC BRIDGE-- Performance strength training that maximizes space. Olympic training and storage options are connected by an overhead bridge that offers the opportunity for group suspension training, body weight training and more. Open space underneath HD Athletic Bridge can also

be used for a variety of general group exercise.

SEVERAL CONFIGURATION SIZES-- fit nearly any space. Choose from four high-wear colors for uprights and cross member options, and standard Hammer Strength color choices for the frames.

HD ELITE™ ID RACKS-- are built after their namesakes—the elite. And they're put to the test to endure everything elite athletes can throw at them. Rigorous testing makes these racks a testament to the Hammer Strength Standard. Built to endure performance strength training from individuals to classes that want to turn their training up a notch. Custom color options available in 3500 bold Color combinations to match your facility color scheme and the intensity of your workouts.

HAMMER STRENGTH BENCHES AND STORAGE-- Rugged 11-gauge steel frame construction stands up to the pounding of the most intense free weight and bodyweight workouts. A wide selection includes Olympic stations, training stations, bodyweight stations and storage options

HAMMER STRENGTH ACCESSORIES

Hammer Strength Accessories are for facilities that want to create a cohesive performance training experience that athletes get more out of. A growing portfolio of products that lives up to an evolving legacy of world-class athletic and functional training equipment.

BUMPER PLATES-- Reliable, heavy-duty bumper plates available in urethane or rubber. Available in black or your choice of traditional colors.

OLYMPIC PLATES-- Designed for durability and ergonomic handling; Hammer Strength Olympic weight plates come in a wide range of offerings to fit the requirements of your facility.

OLYMPIC BARS-- American-made precision-quality bars with more than a dozen choices to meet your exact weight training requirements. Durable Olympic bars can withstand the rigors of Olympic weightlifting without compromising performance. Shaft material comes in stainless steel, hard chrome, black oxide, cerakote and aluminum.

SPECIALITY BARS-- are simple, welded-steel, powdercoated bars used for specific exercises. They generally do not have bushing or bearing system.

CURL BARS-- choose from EZ Curl or straight bars for maximum variety. Shaft material comes in stainless steel or chrome.

COLLARS-- slide on and lock into place to ensure a secure hold on bumpers or Olympic plates.

4-SIDED URETHANE DUMBBELLS-- Pressed and secured onto a precision machined splined shaft then over molded with premium urethane shipped from Germany. These dumbbells guarantee the quality and durability facilities expect. Bright, visible weight numbers make these dumbbells easy to identify. Weights: 5-150 lbs

12-SIDE URETHANE DUMBBELLS-- Hammer Strength premium urethane dumbbells are made in the US and offer superior durability with an injection-molded exterior and highgrade steel. 12-sided, anti-roll heads, compact design and flared handles make them easier to use and control. Weights: 5-175 lbs

ROUND RUBBER DUMBBELLS-- A specifically formulated rubber blend is overmolded and bonded to this dumbbell core to provide an unmatched level of quality at an economical price. Underneath this protection lies the industry's best press fit, with the dumbbell head and shaft hydraulically pressed and secured together to prevent loosening and rotation. Weights: 5-100 lbs

RUBBER HEX DUMBBELLS-- are formed into hexagonal heads for anti-roll stability. They deliver the perfect balance of quality and price to any facility. They are overmolded with heavy-duty rubber, have tapered handles and large weight numbers to make them accessible and hassle-free for everyone.

KETTLEBELLS-- Different protective coatings, grip surfaces, and a wide weight range means we have the ideal product for all your specific kettlebell exercises.

SLAM BAGS-- are the ultimate example of form following function. Athletes get more out of their core strength, agility, grip strength, athletic coordination, total-body stabilization,

activation and dynamic power workouts.

SLAM BALL-- offers a unique look and great function. The rugged design and textured surface aids in grip and durability — great for adding resistance to group training regimens. Not intended for ball “slams”. Size of ball will vary by weight. Weights: 4 lb, 6 lb, 8 lb, 10 lb, 12 lb, 15 lb, 18 lb, 20 lb, 25 lb, 30 lb

WALL BALLS-- are designed with reinforced stitching, so the seams maintain structural integrity. They have a heavy duty triple layer shell to retain shape and balance, and material that wicks sweat more than it retains it. Made for rugged, long-term use. Weights: 4, 6, 8, 10, 12, 14, 16, 18, 20, 25, 30 LBS

THE DC BLOCKS™-- design provides an interlocking, lightweight, and virtually indestructible weightlifting block for training and medical facilities. DC Blocks are excellent for pulling from a deficit position, the knees, or power position in both the snatch and clean. Because of the impact resistance, you can drop iron and stones upon them without the risk of breakage to the DC Blocks.

PLYOMETRIC BOXES-- Build explosive power with jumps, or strength with high stepping. An essential element in your HIIT or SGT training environment. Plyo Boxes available: Stackable, 3-in-1 Wood, 3-in-1 Soft.

LIFE FITNESS HANGING ACCESSORIES-- are a great addition to any Hammer Strength Rack, Rig or Bridge. Use them for pull-ups, hangs or traversing to increase grip strength and add variety and fun to training. These products include: Hanging Sphere Set, Hanging Cone Set, Hanging Pipe Set, Hanging Ring Set

STABILITY BALL-- With a static weight rating of 2,000 lbs. (907 kg), the Hammer Strength Stability Ball is one of the strongest balls in the industry. Specifically designed to be resilient against strength-training demands, the Hammer Strength Stability Ball will challenge the balance, stability and strength of your strongest athletes and clients. Available in one size only. Inflate to desired height.

SKIPPING ROPE-- Leather rope with a 3m length (between handles).

SPEED ROPE-- Adjustable steel-braided cable in a vinyl sheath with a max length of 2.9 (between handles).

BATTLE ROPE-- Braided nylon with rubber overmolded handles. Length: 10m, Diameter: 32mm or 50mm.

use and plan for preventive maintenance.

CYBEX STRENGTH

BRAVO FUNCTIONAL TRAINING SYSTEM-- is a truly innovative approach to functional training. The system combines unique technologies and the best aspects of selectorized and cable-based strength training equipment to offer simple, safe operation, expanded functionality and better results.

PWR PLAY-- Cybex PWR PLAY is a flexible and configurable strength and functional training solution for individual, personal and group training. It can be configured for traditional cable-based training, functional and bodyweight workouts—or a combination of both. With 27 possible add-on options, including optional storage solutions, PWR PLAY enables facilities to create versatile, customized solutions for multiple environments and exercisers.

SCIFIT INCLUSIVE FITNESS-- products offer individuals with disabilities or those with limited mobility or visual impairment, a truly inclusive experience and allow facilities to be functional for more users than ever before.

SCI-FIT STEP ONE – a recumbent stepper that provides a smooth total body functional movement. Features a low starting resistance, direct wheelchair access, adjustable arm length and handle angle, customizable programs, and documentation to help users reach their goals.

SCI-FIT PRO1 SPORT STANDING UPPER BODY – the industry’s most versatile ground-based training rotary device. Use it for 1 arm or both arms – forward or backward for strength or cardio.

PRO2 TOTAL BODY EXERCISER – a total body solution that can accommodate upper body or lower body independently or together for a versatile exercise. 191 levels of resistance allow for incremental improvement and the ability to fit a very wide range of users. The seat slides off for direct wheelchair access – ADA complaint.

73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Fitness equipment, athletic performance equipment, accessories, digital and app tracking, service, and parts.	*
----	--	---	---

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

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

Line Item	Category or Type	Offered *	Comments	
74	Individual or group cardio training equipment and related accessories.	☒ Yes ☐ No	ICG products, LF Group Rowers, LF Group upright ergometers, Sparc Trainers, and SciFit Pro 1 Sport upright ergometers.	*
75	Individual or group strength, agility, and mobility training equipment and related accessories.	☒ Yes ☐ No	LF Synrgy Products; HS Rigs, perimeter, and racks; Digital Coach;; Hammer Strength outdoor Box; Hammer Strength accessories; Life Fitness Accessories	*
76	Equipment and related accessories for vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries.	☒ Yes ☐ No	SciFit	*
77	Technology and online or virtual programming related to the equipment and accessories described in Lines 74-76 above, such as integrated devices, subscription services, and fitness programming	☒ Yes ☐ No	Digital Coach, LF on Demand, HALO equipment management, ICG connect	*
78	Services related to the equipment described in Lines 74-76 above, including training, testing or calibrating, maintenance or repair, installation, design, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the equipment and accessories being proposed	☒ Yes ☐ No	Life Fitness offers a variety of Service Program options designed to maximize Sourcewell members investment by minimizing downtime and prolonging the life of the equipment. Our experienced field service technicians and knowledgeable in-house staff offer a level of resources and support available only from a worldwide industry leader. Keeping equipment in proper working order is vital to having satisfied exercisers in your facility. We're always ready to deliver prompt service and expertise to optimize equipment's performance. When there is a question, it only takes one call. We have a network of professionals comprised of generalists and specialists well versed on all aspects of our products. Service Promises > Answer the phone within two minutes > Request processed within 4-6 hours > Work orders (tasks) are dispatched to a technician within 2-4 business days. > Assigned technician to contact facility within 24 hours and complete the work within	

		72 hours. > Respond to email within one day > Parts ordered by 4:00 p.m. EST will ship same day from parts warehouse in Cincinnati, OH stocking 70% of our service parts. > Provide order confirmation and shipment tracking information via email Field Service Advantages > Life Fitness proudly supports the largest network of inhouse direct technicians in the fitness industry.at 55 and over 340 1SOs. > Our technicians use only genuine Life Fitness proven parts for the best possible results > The combination of highly skilled people and top quality parts is the best way to maintain your equipment to the standard of its original condition The Life Fitness parts website (https://parts.lifefitness.com) is a full-service e-commerce site which provides 24-hour access to self-service parts ordering. Additionally, all warranty entitlements are recognized within the website. Our goal is to provide service unmatched in the industry.	*
--	--	---	---

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

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

Do you have exceptions or modifications to propose?	Acknowledgement *
	☒ Yes ☐ No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Pricing](#) - Copy of Commerical Dealer Sourcewell.xlsx - Wednesday May 22, 2024 21:12:54
- [Financial Strength and Stability](#) - KPS Overview.pdf - Wednesday May 22, 2024 21:13:04
- [Marketing Plan/Samples](#) - Marketing Samples.pdf - Wednesday May 22, 2024 21:17:12
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Information.pdf - Wednesday May 22, 2024 21:35:05
- [Standard Transaction Document Samples](#) - Life Fitness Order Forms - Sourcewell 05324.pdf - Wednesday May 22, 2024 07:42:39
- [Requested Exceptions](#) - RFP_052324_Fitness_Equipment_Contract_Template (2) (1).docx - Tuesday May 21, 2024 09:31:13
- [Upload Additional Document](#) - Additional Documents - Question 27 List of Dealers, Question 31 Parts Website Halo Info Sheets, Question 44 Sustainability.pdf - Wednesday May 22, 2024 22:08:53

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Robyn Stewart, Regional Segment Manager - Education/Athletics/Performance, LifeFitness LLC

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

☒ Yes ☐ No

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

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

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