



← Vendors & Contracts



Life Fitness

Exercise and Fitness Equipment

#120215-LFF

Maturity Date: 01/19/2020



Products & Services



Contract Documents

Exercise, Fitness, & Rehabilitation Equipment with Related Accessories, Services, Installation & Sup

Contract #120215-LFF

Effective 01/19/2016 - 01/19/2020

Contract Documentation

[Request for Proposal \(RFP\)](#) (539.55 KB)

[Contract Forms](#) (3.39 MB)

 **Contract Acceptance & Award (609.88 KB)**

Competitive Solicitation Documentation

 **Affidavit of Advertisement (3.82 MB)**

 **Proposal Opening Witness Page (343.73 KB)**

 **Proposal Evaluation (187.09 KB)**

 **Evaluation Committee Comment & Review (768.39 KB)**

 **Board Minutes (78.56 KB)**

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Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS
AND SOLUTIONS REQUEST

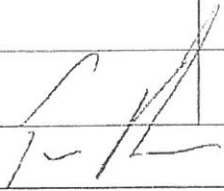


Company Name: Life Fitness

Note: Original must be signed and inserted in the inside front cover pouch.

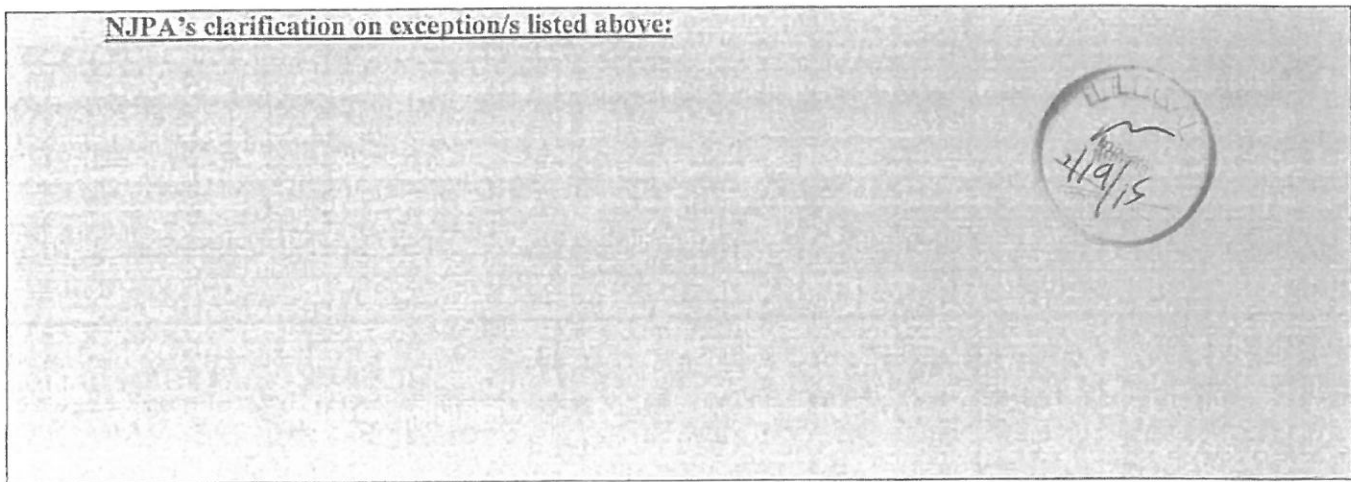
Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: 

Date: 11/24/15

NJPA's clarification on exception/s listed above:

A large rectangular area for NJPA's clarification. In the top right corner, there is a circular stamp with the NJPA logo and the date '11/24/15' handwritten inside.

Contract Award
RFP # 120215

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

**EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES,
INSTALLATION, AND SUPPLIES**

In compliance with the Request for Proposal (RFP) for EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Life Fitness Date: 11/24/2015

Company Address: 9525 Bryn Mawr Ave

City: Rosemont State: IL Zip: 60018

Contact Person: Tim Moran Title: Manager - Education Sales

Authorized Signature (ink only):  ANDY BOGART
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #120215 EXERCISE, FITNESS, AND REHABILITATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, INSTALLATION, AND SUPPLIES

Life Fitness
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be January 19, 20 16 and continue for four years from the board award date. This contract has the consideration of a fifth-year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: [Signature] Dr. Chad Corsette
NJPA Executive Director (Name printed or typed)

Awarded this 19th day of January, 20 16 NJPA Contract Number # 120215-LFF

NJPA Authorized signature: [Signature] Scott Veronen
NJPA Board Member (Name printed or typed)

Executed this 19th day of January, 20 16 NJPA Contract Number # 120215-LFF

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Life Fitness

Vendor Authorized signature: [Signature] Andy Bogart
(Name printed or typed)

Title: Senior Director, Sales Operations

Executed this 10th day of February, 20 16 NJPA Contract Number # 120215-LFF

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: Life Fitness

Contact Person for Questions: Tim Moran

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 9525 Bryn Mawr Ave

City/State/Zip: Rosemont/IL/60018

Telephone Number: 847-922-0344 Fax Number: 847-890-6310

E-mail Address: tim.moran@lifefitness.com

Authorized Signature: *[Handwritten Signature]*

Authorized Name (typed): Andy Bogart

Title: Sr Director Sales Operations

Date: 11/24/2015

Notarized

Subscribed and sworn to before me this 24th day of November, 2015

Notary Public in and for the County of Cook State of IL

My commission expires: 8/4/2017

Signature: *[Handwritten Signature: Rebecca A. Bolger]*





Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: **Tim Moran** _____

Questionnaire completed by: **Tim Moran** _____

Payment Terms and Financing Options

- 1) Identify your payment terms if applicable. (Net 30, etc.)
Net 30 for government agencies
- 2) Identify any applicable leasing or other financing options as defined herein.
Leasing and financing is available. In the past we have partnered with NJPA contract holders for leasing solutions.
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
 - a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?

Since the original contract award in 2012, Life Fitness dealers have been part of the Life Fitness NJPA contract. They have the ability to accept orders while honoring pricing and terms. NJPA members need to contact their local Life Fitness sales representative for a formal price quote to include freight, delivery, and installation. NJPA members must include the Life Fitness contract number on purchase orders. Once an order is received, it is entered into our system as an NJPA sale on the shared folder and PO is sent to Tim Moran at Life Fitness. Life Fitness order administration team then confirms the order with NJPA member for accuracy. Life Fitness' installation team contacts NJPA member 1-2 weeks prior to delivery to discuss delivery location and any obstacles, as well as confirm a day and time.

- 4) Do you accept the P-card procurement and payment process?
Yes

Warranty

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
All Life Fitness and Hammer Strength products have a manufacturer warranty. The warranty is active once the equipment is delivered. There is nothing the NPA member needs to do on their end to activate the warranty. Life Fitness is the only fitness manufacturer to offer a service website (www.liefitness.com/parts) where parts and service can be ordered 24 hours a day, 365 days a year. Equipment schematics, parts list, and history can also be found on our service website. Service can also be obtained by calling our service department at 1-800-351-3737 or through email (customersupport@lifefitness.com). This service procedure is for both in and out of warranty issues. Warranty and service agreements are customizable. Standard warranty breakdown attached.
- 6) Do all warranties cover all products/equipment parts and labor?
No, labor is not included on recreational products
- 7) Do warranties impose usage limit restrictions?
No
- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
Yes, labor warranty includes travel. There is no out of pocket to the customer.
- 9) Please list any other limitations or circumstances that would not be covered under your warranty.

Any failures or damage caused by unauthorized service, misuse, accident, negligence, improper assembly or installation, debris resulting from any construction activities in the product's environment, rust or corrosion as a result of the product's location, alterations or modifications without Life Fitness written authorization, or by failure on the customer's part to use, operate and maintain the product as set out in the product's operation manual.

- 10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?
Life Fitness offers the most comprehensive service network in the industry. All regions in the U.S. are covered by a certified technician

Equipment/Product/Services, Pricing, and Delivery

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
Life Fitness is a one stop solution to all your fitness, strength, and recreational (billiards, table tennis, foosball, shuffleboard, air hockey) needs at the best available prices. Life Fitness provides members with a turnkey solution which includes financing, trade-ins, facility design and equipment placement, full installation, service plans and education. Life Fitness is the global leader in fitness and recreational equipment with most complete breadth of product in the industry.
- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
Pricing model is a percent discount off of list price and in some cases it is based on quantity.
- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
Discount range for fitness equipment (not to include accessories) is 15%-35%
- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
Percent discount off of list. Price list included.
- 15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").
Over the last four years, based on demand, Life Fitness has consistently added products to their NJPA contract. Most items will be on contract but there is an opportunity to include items not on contract to a member's PO.
- 16) Describe your NJPA customer volume rebate programs, as applicable.
Life Fitness agrees to the standard NJPA rebate program.
- 17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
Pricing does not include freight and installation charges. Standard warranties apply. Extended warranties are available at an additional cost.
- 18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.
Freight and installation costs vary by product and customer location. NJPA member would need to contact their Life Fitness sales representative for a formal quote with freight and installation costs. After receipt of the order, Life Fitness order administration team will confirm order with NJPA member for accuracy. Life Fitness installation team will contact NJPA member 1-2 weeks prior to delivery to discuss delivery location and any obstacles as well as confirm a day and time.
- 19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.
Prices offered in this proposal are:
- _____ a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
 - _____ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

- c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
 d. Other; please describe.

20) Do you offer quantity or volume discounts?

YES NO Outline guidelines and program.

21) Describe in detail your proposed exchange and return program(s) and policy(s).

Returns and exchanges are on a case by case basis and a restocking fee may apply. The first step is to contact your local sales representative. This should be done soon after or during delivery.

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

The Life Fitness return and exchange policy does not change for Alaska or Hawaii. Returns and exchanges are on a case by case basis and a restocking fee may apply. The first step is to contact your local sales representative. This should be done soon after or during delivery.

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

The Life Fitness NJPA contract manager and Life Fitness sales analyst both audit NJPA sales, program, and order process on a quarterly basis.

Industry Specific Items

24) Does your organization manufacture a full line of fitness equipment, or are you a niche provider? If you provide a full line, please provide documentation to demonstrate the breadth of your offering. If you provide a narrower line, demonstrate the NJPA Member need that your offering would fulfill.

Life Fitness manufactures a full line of fitness and recreational equipment under the Life Fitness, Hammer Strength, ScitFit, and Brunswick brand names. Life Fitness offers the largest breadth of products in the fitness and recreational industry. See included price list for full list of available products.

25) Describe and demonstrate what specifically differentiates you from your key competitors.

Best people, product & services and global execution are what differentiate Life Fitness from the competition. Life Fitness is the global leader in commercial fitness equipment recreational products (billiards, foosball, table tennis, shuffleboard, air hockey) and has introduced many industry firsts through innovation. Some of those firsts include: contract heart rate, interactive heart rate programs, Flexdeck running surface, integrated TVs, Apple and Android connectivity. Life Fitness has the largest breadth of product in the industry which is supported by the largest and most knowledgeable sales and service staff in the industry.

26) Describe and demonstrate your market share in the fitness and exercise-related equipment industry relating to NJPA's Member sectors (e.g., government, education, not-for-profit).

Life Fitness is the market leader in the overall commercial fitness industry, due in part to leading in NJPA's member sectors. You can go into virtually any government, education, or non profit fitness facility and find Life Fitness equipment.

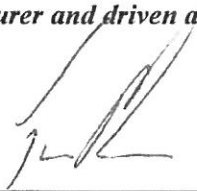
27) Provide your annual sales revenue for government (non-federal), K-12, higher ed, and not-for-profit sectors.

Approximately \$40M

28) Demonstrate your go-to-market structure for each NJPA membership sector. Specifically, do you rely on dealer (or distributor) employees or on manufacturer representatives to serve the various NJPA member groups (e.g., government, education)?

The majority of the Life Fitness sales force is manufacturer direct. We do have two major dealer groups that handle certain states. Market structure for each NJPA membership sector would be lead by the contact manager at the manufacturer and driven at the local level by regional sales managers and representatives in the field.

Signature: _____



Date: _____

11/24/15