



**RFP #052324**  
**REQUEST FOR PROPOSALS**  
**for**  
**Fitness Equipment with Related Accessories and Services**

**Proposal Due Date: May 23, 2024, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Fitness Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than May 23, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

**SOLICITATION SCHEDULE**

Public Notice of RFP Published:	April 4, 2024
Pre-proposal Conference:	May 3, 2024, 10:00 a.m., Central Time
Question Submission Deadline:	May 15, 2024, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	May 23, 2024, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	May 23, 2024, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

## I. ABOUT SOURCEWELL

### A. SOURCEWELL

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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities<sup>1</sup>;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

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<sup>1</sup> Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

## **II. SOLICITATION DETAILS**

### **A. SOLUTIONS-BASED SOLICITATION**

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

## B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Fitness Equipment with Related Accessories and Services, including, but not to be limited to:
  - a. Equipment and related accessories of commercial grade (or better) used in fitness center or gym settings such as:
    - i. Individual or group cardio training equipment and related accessories;
    - ii. Individual or group strength, agility, and mobility training equipment and related accessories; and,
    - iii. Equipment and related accessories for vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries.
  - b. Proposers may include technology and online or virtual programming related to the equipment and accessories described in 1. a. i. – iii. above, such as integrated devices, subscription services, and fitness programming.
  - c. Services related to the equipment described in 1.a. i. – iii. 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.
2. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:
  - a. Playground and Water Play Equipment with Related Accessories and Services (RFP #010521);
  - b. Outdoor Fitness Equipment with Related Accessories and Services (RFP #010721);
  - c. Technology Products and Services with Related Solutions (RFP #121923);
  - d. Athletic and Physical Education Equipment with Related Supplies (RFP #050924).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

### C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

### D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

### E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$30 Million; therefore, proposers

are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

#### F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

#### G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

### **III. PRICING**

#### A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:

- a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
  - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcwell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
  3. Stated in U.S. and Canadian dollars (as applicable).
  4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

#### B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcwell an administrative fee in exchange for Sourcwell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

### IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcwell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcwell's 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 "Documents" section of the "Bid Details" page on the Sourcwell Procurement Portal and uploaded as part of

its response. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

## **V. RFP PROCESS**

### **A. PRE-PROPOSAL CONFERENCE**

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

### **B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION**

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

### **C. ADDENDA**

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to



potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

#### D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcwell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

#### E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

#### F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

#### G. OPENING

The Opening of proposals will be conducted in the Sourcwell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcwell Procurement Portal opportunities list search is set to “All” or “Closed.”

Members of the public may attend the Opening at Sourcwell’s office located at 202 12th Street NE, Staples, MN to hear the results.

### **VI. EVALUATION AND AWARD**

#### A. EVALUATION

It is the intent of Sourcwell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcwell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcwell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
  - A comprehensive selection of the requested equipment, products, or services;
  - A sales and service network ensuring availability and coverage for Participating Entities' use; and
  - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

**B. AWARD(S)**

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
<b>TOTAL POINTS</b>	<b>1000</b>

**C. PROTESTS OF AWARDS**

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

#### D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

#### E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations

are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



04/11/2024

Addendum No. 1

Solicitation Number: RFP 052324

Solicitation Name: Fitness Equipment with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Is a manufactures dealer representative that sell and services across the entire USA and Canada able to submit a bid and be considered to hold a contract with Sourcewell?

**Answer 1:**

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.” Proposals are evaluated based on the criteria stated in the RFP.

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End of Addendum

Acknowledgement of this Addendum to RFP 052324 posted to the Sourcewell Procurement Portal on 04/11/2024, is required at the time of proposal submittal.



04/17/2024

Addendum No. 2

Solicitation Number: RFP 052324

Solicitation Name: Fitness Equipment with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Will you accept a DUNs number in lieu of a CAGE code or Unique Entity Identifier (SAM) or should we put N/A?

**Answer 1:**

A CAGE or Unique Entity Identifier (SAM) code is not required to be considered for, or awarded, a Sourcewell contract. Proposals are evaluated based on the criteria as stated in the RFP.

Refer to the General Instructions above Questionnaire Table 1. Respond "N/A" if a question does not apply (preferably with an explanation).

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End of Addendum

Acknowledgement of this Addendum to RFP 052324 posted to the Sourcewell Procurement Portal on 04/17/2024, is required at the time of proposal submittal.



05/06/2024

Addendum No. 3

Solicitation Number: RFP 052324

Solicitation Name: Fitness Equipment with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Do we add a MSRP Discount as a Line Item Discount or as a Strength/Cardio category Discount?

**Answer 1:**

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with its business methods and satisfies the requirements of RFP Section III. – Pricing. Proposals are evaluated based on the criteria stated in the RFP.

**Question 2:**

Do we need to add individual prices on the RFP?

**Answer 2:**

Refer to Answer #1.

**Question 3:**

Do we need to enter our Cage Code on the RFP?

**Answer 3:**

A CAGE or Unique Entity Identifier (SAM) code is not required to be considered for or awarded a Sourcewell contract. Proposals are evaluated based on the criteria as stated in the RFP.



**Question 4:**

How do we add/remove new/discontinued product to our contract?

**Answer 4:**

For guidance on the process for pricing changes during the contract term refer to Section 4. – Product and Pricing Change Requests in the Sourcewell template contract.

**Question 5:**

Any limitations on the number of changes during the contact timeframe?

**Answer 5:**

Refer to Answer #4.

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End of Addendum

Acknowledgement of this Addendum to RFP 052324 posted to the Sourcewell Procurement Portal on 05/06/2024, is required at the time of proposal submittal.



05/09/2024

Addendum No. 4

Solicitation Number: RFP 052324

Solicitation Name: Fitness Equipment with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Are clarifications or exceptions to the terms and conditions of the Bid Documents permitted?

**Answer 1:**

Refer to Table 15 of the proposer questionnaire as part of the submission process. "To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract."

**Question 2:**

Will Sourcewell waive compliance with any special sourcing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws?

**Answer 2:**

Refer to Answer #1.

**Question 3:**

Will Sourcewell agree to a minimum of net 30-day payment terms from date of invoice?

**Answer 3:**

Refer to Section 6. B. – “Additional Terms and Conditions/Participating Addendum of the Sourcewell contract template. “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.” Sourcewell does not intend to collect any data in the administration of benefits from any resulting contract on a participating entity’s behalf.

**Question 4:**

Will Sourcewell agree that payments not made by a Buyer on or before the due date shall bear interest at three percent (3%) per month or the maximum rate permitted by law, whichever is less?

**Answer 4:**

Refer to Answer #3.

**Question 5:**

Will Sourcewell agree to risk of loss passing to Buyer at the time the products and/or parts leave Vendor’s designated plant, distribution center or warehouse?

**Answer 5:**

Refer to Answer #3.

**Question 6:**

Will Sourcewell accept FOB Shipping Point?

**Answer 6:**

Refer to Answer #3.

**Question 7:**

Will the Sourcewell add a mutual waiver of consequential damages clause?

**Answer 7:**

Refer to Answer #3.

**Question 8:**

Will the Sourcewell agree to limit any indemnity and hold harmless provision to bodily injury and tangible property damage to the extent caused by Vendor’s negligence and

Vendor's defense obligation, if any, if caused solely by a defect in design or manufacturing of the equipment or the sole negligence of the Vendor?

**Answer 8:**

Refer to Answer #1.

**Question 9:**

Will Sourcewell agree with a force majeure clause whereby Vendor shall not be responsible for events outside of its control.

**Answer 9:**

Refer to Answer #1.

**Question 10:**

If the event of a force majeure event, is Vendor entitled to additional costs or expenses resulting from the force majeure event?

**Answer 10:**

Refer to contract template Section 15. Force Majeure.

**Question 11:**

Will Sourcewell accept the manufacturer's standard warranty located on our website, in lieu of the Sourcewell's warranty requirement?

**Answer 11:**

Refer to RFP Section II. C. 5. – Warranty. In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to describe the warranty provisions and coverages that apply to the equipment, products, or services proposed, and satisfies the requirements of RFP. Proposals are evaluated based on the criteria stated in the RFP.

**Question 12:**

If there is a requirement to provide \$5,000 medical payment coverage, will Sourcewell remove it since this is not applicable to Vendor's services?

**Answer 12:**

Refer to Answer #1.

**Question 13:**

If there a requirement to provide professional liability coverage, will Sourcewell remove it since this is not applicable to Vendor's services?

**Answer 13:**

Refer to Answer #1.

**Question 14:**

Will Sourcewell accept Vendor's standard certificate of insurance in order to satisfy all insurance requirements for the Bid?

**Answer 14:**

Refer to the template contract Section 18. Insurance.

**Question 15:**

Will Sourcewell remove any requirement to provide ISO or endorsement forms?

**Answer 15:**

Refer to Answer #1.

**Question 16:**

If there is a requirement to provide a copy of Vendor's insurance policy, will Sourcewell agree to remove it?

**Answer 16:**

Refer to Answer #1.

**Question 17:**

Will Sourcewell agree with a price escalation clause allowing Vendor to increase the price annually if there are increases in input costs as well as periodically if such increases are significant?

**Answer 17:**

Refer to Contract Template, section 4. Product and Pricing Change Requests, "Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time."

**Question 18:**

Will Sourcewell agree with a price escalation clause allowing Vendor to increase the price periodically if such increases are significant (i.e. greater than 5%)?

**Answer 18:**

Refer to Answer #1.

**Question 19:**

Will the Sourcewell agree to allow Vendor to adjust its freight and installation costs within 60 days of order placement to reflect increases in costs imposed by freight carriers and/or directly related to performing the installation?

**Answer 19:**

Refer to Answer #1.

**Question 20:**

Will the Sourcewell agree to allow Vendor to adjust its prices if the delivery date is changed to more than nine (9) months from the original mutually agreed upon requested delivery date due to Buyer's factors?

**Answer 20:**

Refer to Answer #3.

**Question 21:**

If Buyer cancels the order within 60 days of the requested delivery date, refuses a shipped order or cancels an order after shipment or production begins for Built-to-Order products, will Sourcewell agree to a 20% restocking fee?

**Answer 21:**

Refer to Answer #3.

**Question 22:**

Will the Sourcewell agree to pay return shipping and handling for all returned products which are returned for the Buyer's convenience and not due to over shipment, damage in delivery and/or shipment or a manufacturing defect.

**Answer 22:**

Refer to the template contract Section 3. – Pricing.

**Question 23:**

Can Vendor assign the contract without notice or consent in the event of merger, acquisition or sale of Vendor's business?

**Answer 23:**

Refer to Contract Template, section 10. Audit, Assignment, Amendments, Waiver, and Contract Complete, 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."

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End of Addendum

Acknowledgement of this Addendum to RFP 052324 posted to the Sourcewell Procurement Portal on 05/09/2024, is required at the time of proposal submittal.