

Solicitation Number: RFP #081120

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., Rosemont, IL 60018 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

- B. WARRANTY. Vendor warrants its Equipment, Products, and Services as stated in the warranties found at www.lifefitness.com. Vendor disclaims any other warranty of any kind, either expressed or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose.. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.
- C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

Title and risk of loss of the products and/or parts passes to the buyer at the time the products and/or parts are delivered to the carrier for shipment. The F.O.B. point is Vendor's designated plant or warehouse unless otherwise specified.

- B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.
- C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

• Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.
- C. PERFORMANCE BOND. If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order. A performance bond shall be at Participating Entity's cost and must be requested at least 30 days prior to the start of any work or services.
- D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.
- E. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:
 - 1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
 - 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
 - 3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.
- F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.
- G. BOLT DOWN. Vendor recommends that all strength training equipment be secured to the floor to prevent tipping, rocking, or displacement which might occur in the event of

unanticipated use of the equipment. Vendor also requires that certain pieces of strength training equipment be secured to the floor. Participating Entity shall contact Vendor's Customer Service Department or account representative for specific details.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor 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. Vendor 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, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Vendor will submit a check payable 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. The administrative fee shall accrue only on orders shipped and invoiced to Participating Entities and on payments actually received in full and not refunded during the applicable quarterly reporting period. The administrative fee shall be based on the amount received on the invoiced price for the equipment, products, or services (excluding freight (i.e. truck, train, ship, or aircraft) fuel, installation, duties, tariffs, and taxes). Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

- C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees and to the extent caused by the negligence of Vendor (or its agents or employees) and not to the extent caused by others; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

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

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

14. INDEMNIFICATION

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

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

- 1. *Grant of License*. During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
- 2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. Use; Quality Control.
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all

marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

- B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.
- D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war; strikes, lockouts, or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment, or systems; fire, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgments; acts or order of any government or agency or official thereof, other catastrophes, 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.

If Vendor's performance is delayed, impeded, or rendered costlier by an event of force majeure, Vendor shall provide the buyer with prior written notice of any price increase and the estimated delivery date shall be extended on a day by day basis.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

- A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:
 - 1. *Notification*. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
 - 2. *Escalation*. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
 - 3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.
- B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:
 - 1. Nonperformance of contractual requirements, or
 - 2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

Vendor shall have no liability whether arising in contract, tort or otherwise, for loss of capital, loss of product, loss of profit, loss of use, loss of power, power outages, cost of replacement power, or any indirect, special, incidental, liquidated or consequential damages.

20. INSURANCE

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

Workers' Compensation and Employer's Liability.

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. General Liability and Automobile policies must include there will be no cancellation without 30 days' prior written notice to the Vendor.

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

- C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require

similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

21. COMPLIANCE

- A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.
- B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

- A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.
- C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.
- E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.
- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

- H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition. Vendor's proposal is made without assurance of ability to comply with the Buy American Provisions.
- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.
- L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery;

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

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

Sourcewell	Life Fitness LLC
By:	By: Undury Schriber Anthony Schreiber Title: Director of Operations & Development
Date: 9/28/2020 2:52 PM CDT	Date:10/7/2020 1:14 PM CST
Approved:	
By:Chad Coauette Title: Executive Director/CEO Date:	

RFP 081120 - 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:

Address:

Lumos Holdings US Acquisition Co

9525 Bryn Mawr Ave.

Rosemont, Illinois 60018

Contact: Jeremy Wilson

Email: jeremy.wilson@lifefitness.com

Phone: 813-480-4300 Fax: 954-301-0932 HST#: 84-1741454

Submission Details

 Created On:
 Tuesday July 21, 2020 14:33:18

 Submitted On:
 Monday August 10, 2020 08:54:26

Submitted By: Jeremy Wilson

Email: jeremy.wilson@lifefitness.com

Transaction #: f342cf97-fe93-4589-a630-ccd27050ff19

Submitter's IP Address: 199.247.47.128

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Life Fitness, LLC	*
2	Proposer Address:	9525 Bryn Mawr Ave, Rosemont, IL 60018	*
3	Proposer website address:	www.lifefitness.com	*
	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):	Anthony Schreiber Director of Operations & Development 9525 Bryn Mawr Ave, Rosemont, IL 60018 anthony.schreiber@lifefitness.com 708-359-4952	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jeremy Wilson National Sales Manager Municipalities, Education, Athletics 9525 Bryn Mawr Ave, Rosement, IL 60018 jeremy.wilson@lifefitness.com 813-480-4300	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Khanh Josephson Commercial Counsel 9525 Bryn Mawr Ave, Rosemont, IL 60018 khanh.josephson@lifefitness.com 847-288-5581	

Table 2: Company Information and Financial Strength

Line Quest	ion	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Life Fitness is the longest standing commercial fitness equipment provider globally. For over (50) years, we have provided premium fitness equipment and services on a global basis. Our revenue is nearly \$1b, in which is 3x more than our closest competitor. Life Fitness also has a division called Sci Fit that specializes in rehab and disabled. No other fitness equipment supplier has access to manufacturing this type of equipment (www.scifit.com). We have been able to match that size with a combination of incredible products that resonate with users and operators, along with the largest and most experienced sales, service and manufacturing experts in the industry. On our education & athletics team we have account managers that have been with the industry for a combined tenure of over 80 years. We believe in doing what we do best and surrounding ourselves with partners and colleagues that bring a fresh perspective to our business. Life Fitness has proven that we are not afraid of change, of adapting and becoming more than just a company that manufactures fitness equipment.
		We feel our greatest Value Add comes from the fact that we have a very comprehensive product portfolio in regards to core fitness training product with a very powerful reputation for performance and quality. Life Fitness also has the innovation to use technology to support our products, such as the On Demand cardio classes across our premium consoles, to the Digital Coach instructional video's for strength, connected strength and the Halo Fitness cloud for users and operator's. Life Fitness is dedicated to helping people live healthier lives, no matter where they may be.
8	What are your company's expectations in the event of an award?	Our mission is to provide solutions that get the world moving and help people lead active and healthy lives. We feel that it's important to try and implement that mindset for all of our customers. If awarded, we want to help spread this mission to all Sourcewell customers by providing them with quality and reliable fitness equipment. We also want to grow this market segment by double each year as we see more and more funds allocated to municipalities to help their employees and students lead healthier lives. Helping people live healthier lives is what we do, and the devotion to that goal begins with our employees and the dedication.to grow our business by utilizing contracts like Sourcewell.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Life Fitness was previously owned by Brunswick Corporation which is a publicly held company. In June of 2019 Life Fitness was acquired by KPS Capital Partners. As it stands, KPS is a privately held company and does not release financials. Therefore, attached you will find Life Fitness's Form 10 from the SEC filings in 2018. Also attached is some detailed information about KPS and their portfolio.
10	What is your US market share for the solutions that you are proposing?	35 %
11	What is your Canadian market share for the solutions that you are proposing?	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of submission, Life Fitness has never filed a petition for bankruptcy protection.
13	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	Life Fitness is a manufacturer. We recognize the value of five decades of learning and growth. We also know that rapid innovation is essential to not only excel, but to drive disruption. We're not here to follow the fitness industry. We're here to lead it. We design for a wide variety of customer needs through a comprehensive portfolio of products, technology and services. We are driven to inspire business success, lifestyle changes, and personal transformations. We strive to see our partners realize their potential through positive outcomes. It is our responsibility to continuously improve the customer experience so that the

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?

people and businesses we interact with are able to thrive.

Life Fitness National Sales Manager for the Education/Athletic Market, Jeremy Wilson is the strategic single point-of-contact for Sourcewell and is accountable for the relationship Sourcewell Members hold with Life Fitness. Jeremy is responsible for the successful implementation and fulfillment of any resulting Sourcewell contract award and reports to the two VPs of Sales for the East coast and West coast. Between the 3, they work to further enhance and promote the Sourcewell relationship. This continuity helps Life Fitness maintain an emphasis on the contract requirements and brings management focus to the contract.

In addition, Jeremy has access to a plethora of resources, tools, and teams to support Sourcewell Members and their business objectives working with local direct Life Fitness sales and participating Life Fitness dealers.

We operate through an extensive and experienced direct sales network that allows us

to deliver great experiences to our customers at both a local and global level. One

of the main benefits of working with Life Fitness is our reach and ease of doing

business around the world. We offer the industry's most extensive manufacturing,

sales, service and research footprint with:

- 8 manufacturing facilities across two continents (7 in the Americas)
- · 9 direct offices in over 9 countries
- 13 Dealers throughout the US and Canada
- Life Fitness offers installation services for both full facility and refresh orders. Our Installation Network consists of over 200 certified Installers who, while employed by third party partners, represent Life Fitness. 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.

Sales Team

We make our products and services available through a strategic dealer network that sells into areas of the US and Canada where no direct reps are present. Between the largest direct US sales team in the industry of more than 40 direct reps in the field, a staff of 15 direct inside sales personnel, and a dealer sales force of over 100, Life Fitness has the best and most complete sales team in the industry.

The Life Fitness commercial dealer network is comprised of 13 dealers 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. Please see Additional Document Question 13 for more information, including our global locations and complete dealer list. We recognize that Sourcewell members are made up of If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, government, education, and municipalities. In our years of and actually held, by your organization (including third parties experience working with Members we've found they and subcontractors that you use) in pursuit of the business don't require many licenses or certifications from fitness contemplated by this RFP. 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. (See pdf document labeled "Resale certificate" attached) 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 As of the date of this submittal, Life Fitness certifies that to Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. 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 *	
16	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 recent 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) 2017 Good Design Award in the Sports and Recreation Category- Life Fitness Integrity Series Treadmill 2) 2017 Good Design Award in the Sports and Recreation Category-Cybex R Series Treadmill 3) 2018 Good Design Award in the Sports and Recreation Category- Life Fitness Studio Collection Dumbbell Pack 4) 2015, 2016, 2017, 2018, 2019 Body Life Award -ICG best in "Indoor Cycling" Category 5) 2016 ICG Indoor Cycle German Design Award Winner 6) 2015 ICG Indoor Cycle ISPO Award Winner	
17	What percentage of your sales are to the governmental sector in the past three years	In fiscal year 2019, our sales to U.S. governmental agencies represented roughly 1%-2% of our consolidated revenue which is consistent with fiscal years 2018 and 2017.	*
18	What percentage of your sales are to the education sector in the past three years	In fiscal year 2019, our sales to the education sector represented roughly 2%-3% of our consolidated revenue which is consistent with fiscal years 2018 and 2017.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our Sourcewell contract is our largest and only national cooperative contract for 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	
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our Life Fitness GSA contract is GS-03F-120DA In fiscal year 2019, our sales to U.S. federal government agencies represented roughly 1%-2% of our consolidated revenue which is consistent with fiscal years 2018 and 2017.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Auburn University	Scott Harper	334-740-7723	*
Wayne County Community College	Michael Dotson	313-580-5942	*
City of Virginia Beach (Parks and Recreation)	Cathy Staples	757-385-0417	*
Florida International University	Janet Branch	305-348-6519	
Troy University	Shane Tatum	334-670-3569	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Virginia Beach	Government	Virginia - VA	Equipped 7 community recreation centers over a 3 year period	Between \$1,500- \$250,000	\$1,029,312	*
Florida International University	Education	Florida - FL	Equipped addition and renovation of student recreation center over a 3 year period.	\$645,186 and \$67,110	\$712,296	*
Auburn University	Education	Alabama - AL	Multiple equipment purchases for their new student recreation center on campus.	Between \$1,547- \$614,117	\$685,747	*
University of Notre Dame	Education	Indiana - IN	Equipped the new student recreation center on campus in 2017	\$551,743	\$551,743	*
East Carolina University	Education	North Carolina - NC	Equipped the new Football facility in 2019 and updated equipment in student recreation center in 2020	\$403,111 and \$24,233	\$427,344	*

Table 6: Ability to Sell and Deliver Service

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

Line Item Question	Response *
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23 Sales force.

Life Fitness' sales force is a combination of direct outside sales 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 Sourcewell customers quality solutions and unparalleled service.

All of our direct outside sales staff are located in their respective territories around the country. While all of our inside direct sales staff are located at our home office in Rosemont, IL. Filling in the territories where we do not have outside direct sales staff, our dealer sales team occupies the reminder of the country including Canada. Our direct outside US sales team consist of over 40 representatives that have Sourcewell members' market segments and our inside direct sales staff consists of 15 representatives. Complimenting the direct sales team will be over 100 dealer sales representatives.

Our Global Headquarters is located in Rosemont, IL and has over 1,000 employees whose roles cross a variety of functions, 50 of which provide support to the sales field and dealers.

Leading our sales efforts through a newly awarded contract would be Jeremy Wilson. He will serve as the primary point of contact for Sourcewell and accountability for Life Fitness. Jeremy will have responsibility for the successful implementation and fulfillment of any resulting Sourcewell contract, if awarded. Reporting to the two VPs of sales for the East Coast (Kevin Mac) and West Coast (Joel Pigot), Jeremy will work closely with them to ensure complete customer satisfaction and promote the Sourcewell contract to our direct US sales team. This combined effort has been successful over the last 2 years since Jeremy took over the role of managing the contract in 2018 and has helped to maintain an emphasis on the contract requirements and bring management focus to the contract with Sourcewell.

In addition to the key players on the direct US sales team, Jeremy will also work with our Director of Canada, Andy Dunn and our Director of dealer relations, Matt Elsesser. With their assistance and relationships with our dealer network in the US and Canada markets, the volume growth potential will be vastly increased.

Each Life Fitness dealer maintains its own sales force of whom work closely with our direct management team and our direct sales team. The attention of our entire sale force is fully focused on selling all the brands under the Life Fitness portfolio. and will remain focused on growing the Sourcewell customer base. Below are some of the success of our sales team over the years.

- Over 50 years of success in the commercial fitness market.
- Life Fitness product is in over 166 countries worldwide.
- 60 Million exercisers use our equipment annually worldwide.
- There are 22 Billion minutes of engagement each year on our products.
- 150 thousand US facilities are equipped with our products.

Our extensive history and global network provide us with the expertise to build the right fitness solutions for a variety of facility needs. Combined with a robust sales team as mentioned above, the result will be success in growing the Sourcewell membership base should Life Fitness be awarded the contract.

24	Dealer network or other distribution methods.	The Life Fitness Authorized Dealer Network is comprised of 13 dealer locations throughout the US and Canada. These local and regional dealer teams have the capabilities and experience to handle large, complex projects consistently, and ensure complete customer satisfaction. Our dealers bring a wealth of knowledge as many of the upper management have been in the industry for over 20 years an in their respective territories for over 20 years. Since many have been in their geographic locations for so many years, they offer local knowledge, local contacts long standing relationships and other services that may include providing service, preventative maintenance, technical support, and more to satisfy customer projects and high expectations. Our three Platinum Dealers in the US and one in Canada each utilize their own sales and services force. This type of scalability helps our platinum dealers meet the stringent Life Fitness sales quotas required to maintain their preferred status. In fact, the three Platinum Dealers in the US have been a Life Fitness Family of Brands dealer for over 25 years each. The other 10 dealers maintain a high level of accountability as well— supported closely by Life Fitness — to provide Members with the specific services they require. As experienced business owners, these dealers recognize that they can only be successful by fully meeting our expectation and exceeding their customers' expectations. The entire Life Fitness dealer network is committed to providing Sourcewell Members exemplary service in their local marketplace. We ensure this high level of customer satisfaction by appointing a team of direct Life Fitness liaisons to thoroughly assesses each candidate, including the principal owner(s) of the business and proposed management team, before appointing them as an Authorized Life Fitnes Dealer Program, the Life Fitness team of liaisons monitors performance goals in order to maintain their accreditation. The Life Fitness liaison management team conducts annual formal sessions wi
		Please see Additional Document Question 13 to access dealer locations.
25	Service force.	At Life Fitness, we understand the importance of having all fitness equipment 100% operational for our Sourcewell members. As the #1 brand of fitness and performance products worldwide, Sourcewell can be confident in our commitment to provide exceptional service to your members.
		That commitment is backed by approximately 55 full time Certified Service Technicians and a fleet of more than 340 Independent Service Providers. Where necessary, either due to work volume or geography, Life Fitness will supplement our direct workforce with certified third party contractors.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your	Customer Support Program

response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.

As your facility staff knows, keeping your equipment in proper working order is the key to having satisfied users. With more than 35 years of service history, we have learned that minimizing equipment down time is achieved through regular maintenance and the availability of repair parts. Life Fitness maintains a \$4.4 million parts inventory that enables us to provide our customers with a 96% daily fill rate on replacement parts. Plus, our Life Fitness field technicians are equipped with company vans, each carrying a parts inventory valued at more than \$25,000.

Life Fitness also offers a variety of maintenance programs designed to minimize downtime and prolong the life of the equipment. These include regularly scheduled preventive maintenance on the equipment. Because we recognize that every organization has unique needs, the services we offer can be customized to meet our Sourcewell customers' particular requirements.

As a fitness equipment and service provider, Life Fitness has recognized the need to offer diverse products and programs to meet our customers' needs. Our special service programs are tailored to meet the needs of many of our contract customers like the U.S. Army, Pentagon and the U.S Air Marshals. The response has been overwhelmingly successful. Our contract customers include national fitness club chains such as New York Sports Club and Town Sports International; professional sports teams such as the Tennessee Titans; hospitality

organizations, such as Hyatt Hotels; Universities, such as Auburn University; government and military facilities including U.S. Navy Seals; and private businesses including Disney.

The commitment Life Fitness makes toward providing the highest quality service products parallels our commitment and reputation as the manufacturer of the finest fitness equipment in the industry.

Satisfied existing Sourcewell customers cite these top reasons to invest in our service programs:

- Rapid Service Most repairs made within 24 48 hours
- Reliable Technical Support Our technicians receive ongoing training on Life Fitness Products
- Cost Management Ability to plan and know your operating costs
- Extended Product Life and Reduce Downtime Regular preventative maintenance can prolong equipment life and reduce equipment downtime
- Guaranteed Service All Services are guaranteed for 90 days

Life Fitness Parts

Inventory of Parts: Life Fitness maintains a \$4.4 million parts inventory that enables us to provide our customers with a 96% daily fill rate on replacement parts. Plus, our Life Fitness field technicians are equipped with company vans, each carrying a parts inventory valued at more than \$25,000. This enables Life Fitness to have parts installed in most cases within 10 calendar days. Customer satisfaction is guaranteed 100%.

Replacement Parts: Life Fitness agrees to provide shipment of all inventoried common replacement parts within 24 business hours. If the part is under warranty, the part and shipping shall be free.

Life Fitness Technical Support Site

The Life Fitness Technical Support Website is a repository

for all technical support documents relating to all Life Fitness products. It includes users manuals, software upgrades, service manuals and troubleshooting FAQ. This feature can be used by your staff if needed for questions or digital user manuals.

Life Fitness Field Technician and Individual Service Providers

Life Fitness employs approximately 55 full time Certified Service Technicians and has a fleet of more than 340 Independent Service Providers. Our Life Fitness direct techs are paid hourly and have an incentive program that pays out a quarterly bonus based on a hand-full of individual tech metrics: CRT (customer resolution time), FTFR (first time fix rate), and billable task quantities. While our Individual Service Providers have the opportunity to earn an extra \$25 per task if they perform the work within 24 hours of receiving the parts.

EFFICIENT SYSTEM TO REPORT ISSUES

At Life Fitness we are committed to providing quality service solutions that meet the needs and expectations of our customers. Customers who rely on state-of-the-art exercise equipment manufactured by Life Fitness also receive the benefit of a wide variety of service solutions to ensure the top performance of their investment. Our diverse and experienced in-house support staff and global field service technicians offer the resources and support available only from a worldwide industry leader.

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).

The Life Fitness Service team also provides the following:

- •A Parts and Service website that includes the following:
- o Your individual parts pricing
- o Service manuals and parts diagrams for your Life Fitness equipment
- o Live Chat functionality during business hours to our Life Fitness parts experts

In-person and/or remote technical training including:
 How to properly perform Preventative Maintenance on your units

- o How to perform light repairs on your units
- o All encompassing technical certification on Life Fitness equipment

Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.

Life Fitness built a world class reputation as the gold standard of the health club 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. We are focused on an enduring commitment to our customers, partners, employees and all of those who use our products to lead healthier lives.

Bid Number: RFP 081120

The best possible exercise environment ensures that exercisers keep coming back. Life Fitness invests in innovation in order to help Sourcewell members create an inviting experience and define success that engages the mind as well as the body. We focus our industry-leading research on five factors that add up to an unsurpassed workout experience.

- > Inviting designs that look great and compel people to give them a try
- > Great feeling products with smooth motion and exceptional ergonomics
- > Performance-driven products with features that deliver superior results
- > Engagement through interactive training programs and entertainment
- > Planned variety and progression for exercisers to advance when they are ready

We create innovative products that achieve great results in the real world, not just our lab, even if it is the best in the industry. A lot goes into perfecting the way Life Fitness products feel. In fact, we have a Biomechanics Team whose sole focus is just that: studying how exercisers move and interact with the machines we design. Life Fitness maintains the most advanced development lab in the industry where a team of industrial designers, engineers and researchers are committed to creating equipment that is not only innovative, but also designed to be approachable and inviting with an extremely comfortable feel. Equipment, however, is only part of the story for our team here in the US..

For us, it all begins here. As the leader in the fitness equipment industry, Life Fitness places an emphasis on research and testing in order to deliver the highest quality cardiovascular and strength-training products. This groundbreaking work takes place in a state-of-the-art research and development lab that the company unveiled in 2006. The 38,000 square foot lab includes space and equipment dedicated to biomechanical, electromagnetic, environmental and mechanical research and development. From high-speed cameras to usage simulation equipment, the lab helps Life Fitness drive innovation, allows continuous improvements in time-to-market and increases the already excellent quality and reliability of our products.

With our depth of experience here in the US, we are uniquely qualified to partner with Sourcewell members during the different phases of planning and improving their business. Determining the right mix of equipment for exercisers, assessing a space to maximize the use of your floor, and providing help with financing is second nature to us. We pride ourselves on the ability to deliver these services with ease.

Equipment is a big investment for your members and we want them to get the most out of it. That's why we share the knowledge of our Life Fitness Academy with them-- we train them to train their exercisers.

If your members are planning a new facility or have something new going on at an established place, we can help them spread the word with well-thought-out marketing programs and materials. Working with Life Fitness here in the US means your members get to focus on other areas of their multi-faceted business because they know we're there to support them.

Along with providing state-of-the-art fitness equipment that meets the needs and expectations of our customers, we

here in the US. We offer a variety of Service Program options designed to maximize your members investment by minimizing downtime and prolonging the life of their equipment. Our 55 full time, certified, experienced field service technicians and knowledgeable in-house staff offer a level of resources and support available only from a worldwide industry leader. Keeping your member's equipment in proper working order is vital to having satisfied exercisers in their facility. We're always ready to deliver prompt service and expertise to optimize the equipment's performance. In the US, Life Fitness has a network of professionals comprised of generalists and specialists well versed on all aspects of our products. Our goal is to provide service unmatched in the industry. The US Life Fitness team also has an amazing department devoted to helping your members visualize and ultimately execute the best possible space. Taking into consideration the unique characteristics and challenges of the space, we will tap into our extensive knowledge of fitness facilities to help plan an optimal, space-efficient and visually exciting fitness area. Our Facility Layout Specialists use state-of-theart tools to create 2D equipment layouts that reflect potential floor plans and special programs to render vivid 3D images of your ideal space. A company can have all of the above mentioned attributes, but without a great sales team, your members would never know it. At Life Fitness we pride ourselves on having the best sales force in the industry. The unified effort of our US direct sales team and our US dealer sales team work closely together to bring our Sourcewell customers quality solutions and unparalleled service. 28 Identify your ability and willingness to provide your products Life Fitness will be distributed throughout the majority of Canada via a master distributor, LIV North Inc. and services to Sourcewell participating entities in Canada. 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. 29 Identify any geographic areas of the United States or Life Fitness and our dealers have been serving ALL Canada that you will NOT be fully serving through the geographic areas in the US under the Sourcewell contract proposed contract. now for 9 years and will continue to do so. We plan on expanding the use of the Sourcewell contract into all regions of Canada over the next 4-5 years if awarded. Life Fitness is eager to continue serving all geographic areas and plans to continue to develop new strategies to continue to grow our reach with new Sourcewell members.

also want to ensure the top performance of that equipment

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will be serving all sectors and regions that are eligible to utilize the Sourcewell contract.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no contract requirements or restrictions with Life Fitness for Hawaii, Alaska or any other US Territory.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy would consist of the following: Regular cadence of monthly (or more frequent depending on content) email newsletters to our relevant customer database that are co-branded and/or featuring the Sourcewell logo/partnership. See example in document upload of similar email for our contract YMCA customers (ypg-spruce-up-july.pdf). Also, see second document (sample-sourcewell-co-brand.pdf) of how that could be modified for Sourcewell opportunities. Communicate internally to our sales representatives through monthly sales calls and sales intranet the details and information about Sourcewell. Highlight Sourcewell as one of our contract partners in forthcoming webpage on lifefitness.com Life Fitness attends and participates in a variety of trade show and events throughout the year to awareness of our brand to the sectors applicable to Sourcewell. We will work collaboratively with Sourcewell on any promotional materials or new information that may need to be communicated to our customers and sales team. See example (EXAMPLE -ONLY- LF and Sourcewell Product Flyer.pdf) of potential flyer in document upload section (for illustrative purposes only).

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Life Fitness marketing team uses a variety of platforms, metrics and data to understand our customers and measure our marketing efforts.	
		Using our marketing automation platform and Google Analytics from our website allows to see engagement with content and materials and make changes and updates based on what customers what to see. For example, in a recent email campaign, the videos outperformed other links in the email indicating that our email database is more likely to engage with exciting video content.	
		We also leverage Google Analytics within our website to measure social media performance and traffic. We purposefully leverage our different social media channels depending on the audience. For example, in the Athletics segment, we get more engagement on Twitter and Instagram than the other social media platforms.	*
		In addition, we spend a lot of time on market research and gathering research, studies and statistics across the fitness industry and across our customer segments. By understanding trends and data in the marketplace we can more accurately target content to the right customers at the right times. For example, from a recent survey we conducted [Life Fitness COVID-19 survey, May 2020], we learned that 80% of frequent exercisers are comfortable returning to a gym if the gym is following proper cleaning and sanitation protocols. This allowed us to develop product updates to enhance cleaning efforts and focus marketing initiatives around cleaning support and recommendations.	
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role is to help serve communities by assisting those agencies within those communities to operate more efficiently through a variety of best in value contract purchasing solutions. Sourcewell will be the primary contract for our municipality market. Working collaboratively with Sourcewell, Life Fitness will strive to provide the highest level of service to Members to grow contract awareness and utilization via marketing materials, tools, social media, training, trade show participation and direct Member contact	*
35	Are your products or services available through an e- procurement ordering process? If so, describe your e- procurement system and how governmental and educational customers have used it.	No for our products and product services. Due to the complexity/configurations of our products and our pursuit of a first class customer experience, we recommend all of our customers deal direct 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 *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Life Fitness has a global Training and Education wing of Life Fitness focused on education materials for customers, maintenance staff, fitness professionals and exercisers worldwide. We bring a diverse level of expertise on a variety of fitness subjects and maintenance. The LFA team provides hands-on equipment instruction, education materials, fitness articles, and white papers on a variety of topics. Including fitness videos and valuable contributions to product designs/ improvements.
		Life Fitness is more than high-quality equipment. Our commitment is deepened by educational tools that empower facility owners to help patrons 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 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 operations 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 Webbased learning, visual presentations and in-person demonstrations 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 curriculum includes insight into the biomechanics behind the design of each product line, as well as information about how the advanced technology built into each and every machine directly benefits the exerciser. Specifications, user set-up, and proper execution for each exercise are reviewed, and best practices are presented for population programming and cueing users. 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.

Describe any technological advances that your proposed products or services offer.

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's 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 realtime 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 based in New York and Chicago. 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 2019, Life Fitness successfully executed a migration from AWS to Google Cloud Services in order to improve security, operational efficiency and increase developer productivity (by using tools that enable faster development like Firebase; by enabling solutions like Google Core IoT or TensorFlow for fast deployment of next generation services; and by migrating VMs to more scalable serverless services like CloudSQL).
- In 2020, Life Fitness introduced Digital Coach to customers. Digital Coach is a digital offering controlled with a tablet and shown via TV. It contains many possibilities. From a vast exercise library of more than 1500 exercises, workouts can be created and displayed on the screen. All chosen exercises can be displayed on the screen, showing members how to properly perform the movement and giving the facility the ability to conduct class offerings via the platform. Digital Coach can be used to create a Workout of the Day offering for users at home or in a fitness space via their mobile device. The program is also designed to be an essential part of our LFX Total Training Experience which integrates 9 unique equipment training packages into any facility.

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.

Companies like Life Fitness are leading the charge in environment-friendly manufacturing and distribution processes for its clear benefit to our global wellbeing.

Private industry has the ability to make a difference for the environment in the short term, possibly more than the government or individual consumers can at this point. By taking the lead, others will surely follow.

At Life Fitness, we understand the importance of being a "greener", more efficient company. As an organization, we have put a number of eco-friendly practices in place to reduce our impact on the planet.

Scrap Metal Recycling--We recycle more than two million pounds of scrap metal every year — over 99% of what is produced in our Franklin Park, Illinois, Ramsey, Minnesota and Falmouth, Kentucky manufacturing facilities.

Recycled Corrugated--We recycle around 375,000 pounds of cardboard boxes from our manufacturing facilities and customer installations each year.

Office Waste Recycling-Our global initiative to recycle office waste helps to save our world's resources from depletion.

Reusable Packaging--We recycle damaged skids and reuse over 4,000 skids per year in our Illinois facilities.

Electrical Load Reduction Program--Through our participation in the EnerNoc "Demand Response Program" we curtail 400,000 watts of electricity at peak usage times by turning off lighting and reducing air-conditioning loads at our Franklin Park facilities to lower energy use. This lowered energy use reduces the emission of greenhouse gases.

Circuit Board Recycling--A conscious effort is made to recycle plastic, metal and other materials from an average of 1,200 pounds of printed circuit boards from used equipment.

Life Fitness's corrugate--It is 100% recyclable and is done so upon installation. We are currently in the process of redesigning our packaging to use 30-40% less components as we look to build our products in a more completed state. This means less waste including corrugate, plastic bags, foam, etc. and also less transportation of packaging materials. In addition to the steps above, another initiative in the packaging redesign effort is to develop reusable materials in support of sustainability. This program was launched earlier in 2019 and will continue through 2020.

Hazardous Waste--We actively monitor all chemicals arriving at our facilities to insure hazardous materials do not arrive that are not approved to use. Anything we may use that is hazardous we try to engineer out of our facilities.

dentify 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's vision is to operate and lead the world's best known, most profitable fitness equipment brands. Consistent with this vision, Life Fitness is committed to providing products and experiences in a manner that minimizes the Company's impact to the environment and ensures the environmental sustainability of our business operations. In furtherance of its environmental stewardship responsibilities, Life Fitness will adhere to the following guiding principles:

- We will conduct activities in accordance with applicable environmental laws and regulations
 We will continually strive to provide products that are
- We will continually strive to provide products that are designed to have the lowest practical impact on the environment
- We will perform activities and operations, including the manufacturing of our products, in a manner that minimizes the use of natural resources, including energy
- We will perform activities and operations, including the manufacturing of our products, in a manner that results in the minimization of wastes, including the discharge of wastewater, the generation of solid waste, and the emission of pollutants to the atmosphere
- We will coordinate with applicable organizations on the development of technically feasible and financially responsible environmental laws and regulations
- We will provide training and education to appropriate Life Fitness personnel to ensure their adherence to this Policy
 We will perform our environmental management activities with a goal of continual improvement

Below are some examples:

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.

Certified Pre-Owned (CPO)

Life Fitness is the only fitness manufacturer with an international Certified Pre-Owned Program. Through this program we are able to

reuse up to 75% of parts from our commercial grade cardio equipment. Reuse of these materials keeps them out of the landfills and enables us to use fewer resources such as power and water in the manufacture of these products.

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 veteranowned business certifications. Our focus lies in creating a meaningful sourcing plan with minority, small, local, veteranowned, 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.

Life Fitness does however participate in trade shows, conferences, networking events, customer showcases and meetings of associations representing diverse businesses to share information and best practices.

Bid Number: RFP 081120

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. 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 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 *
42	Do your warranties cover all products, parts, and labor?	Not all manufactures warranty will cover parts and labor, but the optional extended warranties will cover all parts and labor for all products when added to the unit either pre-sale or post sale. See attached standard warranty information.
43	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 owners manual when the equipment is used per design and intent.
44	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,
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	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. See attached document labeled Question 26
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	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.
47	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.
48	Describe any service contract options for the items included in your proposal.	Extended Warranties are sold for 3, 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.

I IPI 2-

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.

4PM-

Or "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 *
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49	What are your payment terms (e.g., net 10, net 30)?	Life Fitness shall invoice Customer 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. Taxes are in addition to the purchase price unless the Customer presents a valid tax exemption certificate. The invoice shall be paid by Customer to Life Fitness within thirty (30) days from the date of the invoice.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Life Fitness has been providing financing solutions for its commercial fitness customers for over 30 years. Today, we continue to provide competitive and customized 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 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 health clubs, schools, universities, developers, hospitality and many other facilities. In addition to our in-house offering, Life Fitness has partnered with NCL Government Capital who is the Sourcewell contract holder for Leasing & Financing (Contract #011620-NCL). 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 unde

51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell 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 though our 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. 4) At quarter end, Life Fitness runs a report in SalesForce to aggregate all the orders that were flagged for the designated quarter. The reports are audited by our finance team before transferring the data over to the Sourcewell tracking excel spreadsheet. The spreadsheet with the quarterly sales information is sent to Sourcewell along with the check for the administration fee.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes we do support a P-card 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 desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
	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)
	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
	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).

Our method for facilitating "Sourced Equipment/Products Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" and/or related Services" solutions as defined by the RFP items or "nonstandard options". For example, you may document is to ensure that the Life Fitness/Sourcewell supply such items "at cost" or "at cost plus a percentage," contract includes as many Life Fitness family of brand or you may supply a quote for each such request. 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. Identify any element of the total cost of acquisition that is All products and services including training, site visits, NOT included in the pricing submitted with your response. inspections, etc are included on the pricing sheet and carry This includes all additional charges associated with a an item code for quoting. There will be no hidden fees purchase that are not directly identified as freight or associated with any cost of acquisition through the Life shipping charges. For example, list costs for items like pre-Fitness Family of brands or their dealers. All charges will be delivery inspection, installation, set up, mandatory training, or visible on the quote with associated pricing and discounts.

initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

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.

59	Specifically describe freight, shipping, and delivery terms or	Freight for AK, HI and Canada:
00	programs available for Alaska, Hawaii, Canada, or any	
	offshore delivery.	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 there capabilities to manage various customer requirments.
		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.
	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 plants.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
	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 *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We plan to continue our tailored process to ensure 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. In a nutshell, this means all 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.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1.5% of sales for all product included in the pricing sheet. Warranty and FFI (Freight, Fuel, install) will be excluded from the total sale and rebate calculation

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	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. We are focused on an enduring commitment to our customers, partners, employees and all of those who use our products to lead healthier lives. 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 is takes to get powerful results. Markets include: Athletics, Education/Rec, Miltiary & Federal Government, Health Clubs, and Municipalities. Why Choose Hammer Strength?-

Hammer strength has forged lasing relationships within the athletics and education space for more thatn 25 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 Cyclying 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. The cardio line includes unique options like the Arc Trainer and SPARC. The R Series treadmill features a built-in Interval Training Zone, and strength equipment is designed to feel natural for any level of exerciser.

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 and abilities to get moving, stay motivated and see results.

65 Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Life Fitness Brand product subcategories:(includes ICG Brand)

LIFE FITNESS CONSOLE OPTIONS

DISCOVER SE3 HD-- Premium entertainment on a 21.5" touch screen (16" on cardio besides treadmills). Includes Life Fitness™ On Demand, HD TV, internet, apps like Netflix™, interactive courses and more.

DISCOVER ST-- Integrated HD TV, Performance Run view, interactive courses and an intuitive touch screen offer a straight-forward experience. 21.5" touch screen (16" on other cardio).

INTEGRITY X -- A 7" touch screen and engaging workout experience through NFC and Bluetooth® connectivity.

INTEGRITY C-- An easy-to-use interface with LED screen and workouts 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, now available on premium Discover SE3 HD 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

ELEVATION SERIES-- Premium cardio equipment that includes treadmills, upright and recumbent exercise bikes, and cross-trainers. The series combines superior biomechanics, thoughtful, user-friendly design, and a high level of connection and engagement for both the facility and the exerciser. The result is a truly memorable experience for the exerciser that sets your facility apart. Available with these consoles: Discover SE3 HD and Discover ST.

INTEGRITY SERIES-- Continuous innovation and improvement ensures that this cardio series is an inviting option for exercisers in the best fitness facilities around the world. Multiple console choices let facilities 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. Select from two base options: Deluxe Base and Simple Base. Console options include: Discover SE3 HD, Discover ST, Integrity X, Integrity C, Attachable TV.

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.

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.

GROUP TRAINING

UPPERCYCLE GX-- Ideal for group training. The UpperCycle GX™ Ergometer targets the upper torso, arms, shoulders and core, providing the essential complement for a well-balanced circuit training regimen. Ground-based functionality allows exercisers to fully engage the core and stabilization muscles, providing a more effective workout

ROW GX TRAINER-- 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) space.

Variable fluid resistance technology uses water to deliver a smooth and natural rowing motion. Sixteen resistance levels are accessible with just the turn of dial and accommodate a wide range of exercisers.

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 for

smooth 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 plate-loaded 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.

CIRCUIT SERIES-- No set-up adjustments and intuitive pushbutton controls make Circuit Series an easy to use strength training solution. The Lifeband Resistance™ System allows for incremental resistance adjustments, which lets exercisers easily measure their progress. 11 different units are ideal for both individual workouts and community building small group training. 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 ATHLETIC 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 RIGS-- Build a rig system designed specifically for your fitness facility. HD Athletic rigs can be configured to cater to your training programs. Custom color options available in 3500 bold Color combinations to match your facility color scheme and the intensity of your workouts

HD ATHLETIC PERIMETER-- Versatile, space-saving systems that are designed to be placed along a wall to create open training spaces.

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™ 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, powder-coated 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.

ROUND URETHANE DUMBBELLS-- Pressed and secured onto a precision machined splined shaft then overmolded 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 high-grade 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 heavyduty 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.

CYBEX Brand product subcategories

CYBEX CONSOLE OPTIONS

70T CONSOLE-- The 70T console has a vivid 16" touchscreen, with immersive exerciser entertainment that includes streaming apps, web browsing, integrated TV, games and exerciser connection through Bluetooth and NFC. It keeps exercisers entertained and engaged with the latest fitness technology.

50L CONSOLE-- A simplified experience for exercisers. Large buttons are centrally located to ensure users can quickly get started and make fast adjustments. The bright LED display offers an easy-to-read panel to track progress.

CYBEX CARDIO

R SERIES CARDIO-- The R Series by Cybex builds on the tradition of research, dependability, ease-of-use, and safety that Cybex is known for to create a workout experience unlike any other. With built-in asset management connectivity and truly meaningful innovations for members, the R Series is the next level in cardio workouts

V SERIES CARDIO-- Provides exactly the cardio experience that moderate-use commercial facilities need without the added features that they don't. A simplified and intuitive results - driven design combines with a modern aesthetic and appeals to wide range of exercisers. Standard wireless connectivity lets facilities keep track of detailed equipment use and plan for preventive maintenance.

CYBEX STRENGTH

SELECTORIZED STRENGTH-- At Cybex, we believe that strength comes from within. That's why every selectorized strength machine we create is based on a deep understanding of the human body and driven by a sincere desire to help users at every level get strong and stay fit. No company offers a more technologically advanced, highly engineered, or precisely manufactured collection of selectorized strength equipment than Cybex. Our Eagle NX, Prestige VRS, and VR1 selectorized strength lines combine superior technology based on scientific evidence with a passion for helping people get fit faster. 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.

PLATE LOADED-- Superior biomechanics in a space efficient package. The Cybex plate loaded line is the most space-efficient user-friendly plate-loaded line in the industry. It accommodates users of almost any size and its superior

design meets the needs of advanced users, without intimidating others.

FREE WEIGHTS--- An effective training option every gym needs. Cybex free weights look good and are constructed for ease of use. They share the same design elements as Cybex selectorized and Cybex plate-loaded equipment for the ultimate in a well-designed gym.

STRUCTURE™ --the new Olympic rack system from Cybex, allows for the custom creation of a modular training system. Versatile attachments and storage components will make this the cornerstone of your individual, personal, and small group training offerings, all from the same footprint. Cybex strength-training equipment is a top choice among athletes and teams in the NFL, NBA, NHL, and MLB, as well as the nation's top collegiate athletic programs. STRUCTURE Olympic racks provide modular solutions that are versatile and customizable.

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 addon options, including optional storage solutions, PWR PLAY enables facilities to create versatile, customized solutions for multiple environments and exercisers.

SPARC-- Lose fat. Build muscle. Gain strength. Increase metabolism. Improve power. SPARC does it all, more safely, because it's biomechanically refined – providing exceptional results with low stress. This is HIIT evolved.

GROUP TRAINING

HYDRO ROWER PRO-- the Cybex Hydro Rower Pro drives results with a low-impact, total-body workout.

IC5 INDOOR CYCLE-- powered by ICG® Bluetooth pairing, ANT+ data streaming, advanced magnetic resistance and an intuitive LCD combine to deliver a powerfully engaging exerciser experience that includes data exchange between devices and the Coach By Color intensity guide.

SciFit Brand product subcategories.

PRO SERIES-- couples SCIFIT's Iso-Strength program with bidirectional resistance, to provide a total body strength and cardio workout – on one machine. Developed by rehabilitation professionals, adaptability makes the PRO2 the choice for physical therapy or total body wellness. Its effectiveness means therapists can treat more patients in less time. And its sophisticated program options make documenting functional outcome easy.

SCIFIT STEPPERS--are versatile and easy to use. The low-impact StepOne provides a smooth, total body functional movement. With easy access and adjustments, StepOne provides a safe, comfortable exercise for users of all ages and abilities.

SCIFIT TREADMILLS-- feature low starting speeds, large user capacity, and comfortable walking surface. Side handrail switches make it easy to adjust elevation and speed while exercising.

SCIFIT ELLIPTICALS-have a smooth movement that feels natural and comfortable. Exercise in forward or reverse for a true total body workout.

SCIFIT's 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.

SCIFIT STABILITY TRAINERS- are specially tailored to help exercisers with specific movements and promote exercise progress. These trainers vary in their approach, e.g., frontal or sagittal plane, standing or recumbent—but they all aim for building stability and encouraging movement involving stabilizer muscles.

CORE STIX--- is a functional trainer that uses rods (Stix) to guide exercisers toward their fitness goals. Core Stix was developed by Athletes for Athletes. It allows athletes to train

on the field, rink or court.

MOFLEX- Foot and Ankle Training. Moflex connects exercise movements to the four contact points of the foot, helping improve foot stability and ankle mobility.

their entire bodies-with focus on core strength-with movements that translate to the same movements they do

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

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

Line Item	Category or Type	Offered *	Comments	
66	Individual or group cardio training equipment and accessories	ତ Yes C No	ICG products, LF Group Rowers, LF Group upright ergometers, Sparc Trainers, and SciFit Pro 1 Sport upright ergometers.	*
67	Individual or group strength, agility and mobility training equipment and accessories	© Yes ○ No	LF Synrgy Products; HS Rigs, perimeter, and racks; Digital Coach;; Hammer Strength outdoor Box; Hammer Strength accessories; Life Fitness Accessories	*
68	Equipment and accessories for vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries	© Yes C No	SciFit, and Cybex product lines	*
69	Integration of technology with offered fitness equipment or accessories	© Yes ○ No	Digital Coach, LF on Demanc, HALO equipment management, ICG connect	*
70	Online or virtual fitness programming	© Yes ○ No	LF On Demand Classes via cardio,, Virtual courses via cardio, Digital Coach via app, with group fitness screens, ICG Connect, and ICG App.	*
71	Installation or design services	© Yes ○ No	All Direct sales reps and dealer reps have the tools and ability design/layout a facility. LF also provides in-house facility design team and contracted install teams.	*
72	Equipment maintenance or repair services	© Yes ○ No	LF direct service technicians as well as ISO are utilized to ensure complete customer satisfaction.	*

Table 15: Industry Specific Questions

Line Item Question Response *	Response *
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73	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Sourcewell needs the awarded vendor for this category to have the experience and insight to identify internal metrics that matter, and then the discipline to track them. At Life Fitness we rely heavily on our SalesForce CRM tool. Some of the metrics we have found to be good indicators for a successful partnership through our SalesForce platform are the following: - Customer Utilization ("spend" - breaking down by segment: State & Local Government, K- 12 Education, Higher Education, Federal Government) - Product Category penetration - New members brought into contract - # of opportunities for each member - Geographic utilization based on spend to maximize coverage. - Percentage growth of Sourcewell contract orders Quarter to Quarter and YTD. To ensure our program manager and finance team are tracking the correct metrics to satisfy Sourcewell's standards and vision, we intend to meet upon award to set mutually agreed upon metrics/key performances.	*
74	Describe how your offering complements, assists, or provides value to improving health and activity initiatives.	We feel our greatest Value Add comes from the fact that we have a very comprehensive product portfolio in regards to core, fitness, and training products with a very powerful reputation for performance and quality. Life Fitness also has the innovation to use technology to support our products, such as the On Demand cardio classes across our premium consoles, to the Digital Coach instructional video's for strength, connected strength and the Halo Fitness cloud for users and operator's. Life Fitness is dedicated to helping people live healthier lives, no matter when, where and how they want to train.	*

75 Describe your offering of virtual programming, training or integration (i.e. app based, pre-recorded, live, etc.).

- In 2018, Life Fitness introduced Halo Fitness Cloud. 1. 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 manage facilities and stay connected with members 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's 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.
- At the end of 2019, Life Fitness partnered with NEOU to produce Life Fitness On Demand videos. NEOU operates a 20,000 square foot state-of-the-art production studio in midtown Manhattan, attracting top talent in the fitness industry to film classes for the NEOU app platform. In this partnership, Life Fitness has leveraged the sophisticated production facility and capabilities of NEOU to create exceptional, high-definition video workout classes for cardio exercisers. Life Fitness On Demand™ has 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.
- 3. In 2020, Life Fitness helped make personalized training easier by providing visual guidance—with or without a trainer. Digital Coach offers 1500+ exercises of all varieties that can be enabled on a screen or mobile device at home. Configure your interface to align with your brand logo and aesthetic. Integrate timer controls to sync with your programming. Tap into your in-house talent and upload your own content. Digital Coach helps you focus on your members' training needs. From "workout of the day" to classes customized from the large library of exercises and scheduled to accommodate all fitness levels. You can create classes from four different pre-loaded formats, or you can get personal with your own unique format.

76	Describe the serviceability of the products included in your proposal (parts availability, technical support, etc.).	Life Fitness offers a variety of Service Program options designed to maximize Sourcewell member 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 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.
77	Describe the unique design, features, or attributes of the equipment and accessories offered in your proposal.	At Life Fitness we strive to deliver on the wants and needs of exercisers and all of our customers. 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. And our recent addition of Life Fitness On Demand delivers compelling, motivational workout classes highlighting new, guided ways to use our equipment. Simply put, we are here to help exercisers achieve their workout goals and customers achieve their business goals

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. 1t is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as Marketing Plan."
 - Financial Strength and Stability Question 9 KPS+ Brunswick+Life Fitness Form 10.pdf Tuesday July 28, 2020 18:31:06
 - Marketing Plan/Samples Marketing Materials Life Fitness Sourcewell 2020.zip Wednesday August 05, 2020 16:58:15
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty 1nformation Question 42 Warranties.pdf Thursday July 30, 2020 23:35:06
 - Pricing Question 53 Life Fitness Cybex Sourcewell Pricing US and Canada 2021.xlsx Friday July 31, 2020 12:48:49
 - <u>Additional Document</u> Sourcewell RFP attached documents for Questions Life Fitness 2020.zip Wednesday August 05, 2020 09:01:24

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

- b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://www.sam.gov/portal/3; or
- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.
- By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. Anthony Schreiber, Director of Operations, Life Fitness, 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 contractual obligations contemplated in the bid.

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Fitness_Equipment_with_Related_Accessories_and_Services_RFP 081120 Wed July 15 2020 04:30 PM	M	1
Addendum_3_Fitness_Equipment_with_Related_Accessories_and_Services_RFP 081120 Wed July 1 2020 01:29 PM	W	2
Addendum_2_Fitness_Equipment_with_Related_Accessories_and_Services_RFP_081120 Fri June 26 2020 01:28 PM	W	1
Addendum_1_Fitness_Equipment_with_Related_Accessories_and_Services_RFP_081120 Tue June 23 2020 04:09 PM	₩	2