

RESOLUTION NO. 2021 -249

A RESOLUTION AUTHORIZING THE PURCHASE OF THREE (3) LIFE FITNESS INTEGRITY TREADMILLS WITH SE3HD CONSOLES FOR THE POLICE DEPARTMENT FROM LIFE FITNESS, ROSEMONT, IL, IN THE AMOUNT NOT TO EXCEED \$19,504.17, PURSUANT TO A NATIONAL COOPERATIVE CONTRACT AGREEMENT WITH SOURCEWELL.

WHEREAS, the Vineland Police Department desires to purchase three (3) Life Fitness Integrity Treadmills with SE3HD Consoles; and;

WHEREAS, the City of Vineland is a member of a National Cooperative Purchasing Program known as Sourcewell; and,

WHEREAS, Sourcewell, the National Cooperative Purchasing Program has acted as lead agency and awarded Contract #012418-ALT; and,

WHEREAS, N.J.S.A. 52:34-6.2 permits the City of Vineland to purchase three (3) Life Fitness Integrity Treadmills with SE3HD Consoles using the offered National Cooperative Contract without public bidding, subject to the submittal and acceptance of certain documentation by Life Fitness; and

WHEREAS, the City of Vineland intends under Sourcewell - Contract #081120-LFF, to purchase from Life Fitness, Rosemont, IL, three (3) Life Fitness Integrity Treadmills with SE3HD Consoles for the Police Department, in an amount not to exceed \$19,504.17 as listed in the Quotation, dated May 6, 2021, made available through the Sourcewell.

WHEREAS the Police Chief and the Qualified Purchasing Agent, with the concurrence of the Business Administrator, recommend the use of the National Cooperative Pricing through Sourcewell for this procurement;

WHEREAS, the City of Vineland Purchasing Agent has determined that the use of the offered National Cooperative Contract will result in cost savings after all factors, including charges for service, material and delivery have been considered and has verified that such equipment is not available through State Contract awarded by the Division of Purchase and Property in the New Jersey Department of the Treasury pursuant to N.J.S.A. 40A:11-12; and

WHEREAS, the availability of funds for said purchase to be awarded herein have been certified by the Chief Financial Officer; and

WHEREAS, the City of Vineland has certified that this meets the statute and regulations governing the award of said contracts;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VINELAND, that the Purchasing Agent is authorized to prepare a purchase order for three (3) Life Fitness Integrity Treadmills with SE3HD Consoles in an amount not to exceed \$19,504.17.

BE IT FURTHER RESOLVED that the purchase order shall contain a requirement that “the vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request”.

Adopted:

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President of Council

ATTEST:

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City Clerk

**REQUEST FOR RESOLUTION  
FOR COOPERATIVE CONTRACT AWARDS  
UNDER 40A:11-12, N.J.A.C. 5:34-7.29 & LFN 2012-10  
(REQUIRED FOR PURCHASES OVER \$17,500.00)**

May 13, 2021

(DATE)

1. Goods or Services (detailed description): Purchase of three (3) Life Fitness Integrity treadmills with SE3HD consoles.

2. Amount to be Awarded: \$ 19,504.17

- Encumber Total Award  
 Encumber by Supplemental Release

3. Budgeted: By Ordinance No. \_\_\_\_\_  
Or Grant: Title & Year \_\_\_\_\_

4. \*\*Account Number to be Charged: Departmental Supplies (#30-28)

5. Contract Period (if applicable): N/A

6. Date to be Awarded: \_\_\_\_\_

7. Recommended Vendor and Address: Life Fitness


9525 Bryn Mawr Avenue, Rosemont, IL 60018

8. Justification for Vendor Recommendation:(attach add'l information for Council review)  
This vendor is the previous supplier of gym equipment purchased for the old Police Department. The previously purchased equipment lasted for a very long time due to its high quality, durability, and manufacturer's warranty.

Type of Contract:  State  National  Regional  County

Vendor's Cooperative Contract # 081120-LFF Sourcewell  
expire 10/1/24

9. Evaluation Performed by: Sgt C. Fulcher #3394

10. Approved by:   
A/Chief P Casiano

11. Attachments:  
 Awarding Proposal  
 Other: \_\_\_\_\_

- **Send Original To: Business Administration**
- **Send A Copy To: Purchasing Department**

**\*\*If more than one account #, provide break down**

# QUOTE

Quote# **3475517 - 1R**

Date 06-MAY-2021 Expires 04-AUG-2021



Page 1/3

## Bill To

VINELAND POLICE DEPARTMENT  
620 E PLUM ST  
VINELAND, CUMBERLAND  
NJ 08360-3709  
US

Contact:  
Cell:  
Office:  
Email:

## Ship To

VINELAND POLICE DEPARTMENT  
620 E PLUM ST  
VINELAND, CUMBERLAND  
NJ 08360-3709  
United States

Contact:  
Cell:  
Office:  
Email:

Shipment Priority: STANDARD  
Requested Delivery Date: 30-JUL-2021

## SALES REPRESENTATIVE

PETER SHARPLESS  
Cell: 609-240-2847  
Office:  
Email: Peter.Sharpless@Lifefitness.com

## Life Fitness

**Corporate Address:** 9525 Bryn Mawr Avenue  
Rosemont, IL 60018 USA  
Phone: Main (847) 288-3300  
Toll Free (800) 735-3867

**Remittance Address:** 2716 Network Place,  
Chicago, IL  
60673, USA

## ONSITE CONTACT

Cell: TBD  
Email: TBD

Line	Model #	Qty	Unit Price	Unit Discount	Unit Selling Price	TOTAL PRICE
1	INT-TRD INTEGRITY TREADMILL - SIMPLE BASE/ARTIC SILVER/ENTERTAINMENT NONE/LINE CORD TREAD DOMESTIC LOW VOLTAGE/SERVICE WHEEL NONE/CUSTOM DECAL NONE/ADVANCED CONSOLE BASE/TREADMILL - SE3HD 21 INCH CONSOLE/ACTIVE NFC/ATSC Total 17,952.00	3	0.00	0.00	0.00	0.00
	TREADMILL - SE3HD 21 INCH CONSOLE	3	11,119.00	-5,135.00	5,984.00	17,952.00

This is a draft quote and not a contract - Subject to management approval



# QUOTE

Quote#

3475517 - 1R

Page 2/3

Date 06-MAY-2021

Expires 04-AUG-2021

PO Number		Subtotal	
Payment Type		List Price	33,357.00
Payment Terms	NET 30	Total Adjustment	-15,405.00
Freight Terms		Selling Price	17,952.00
FOB			
		<b>Freight/Fuel/Installation</b>	1,552.17
		<b>Tax</b>	TAXES AS APPLICABLE
		<b>Total(USD)</b>	19,504.17

Notes:

This is a draft quote and not a contract - Subject to management approval

Quote#

3475517 - 1R

Date 06-MAY-2021

Expires 04-AUG-2021

**ADDITIONAL TERMS OF SALE:**

1. By accepting this Quote, Customer agrees (a) to be bound by the terms hereof and Life Fitness' standard Terms and Conditions of Sale found at <https://lifefitness.com/terms-conditions-of-sale>; and (b) as applicable, to allow the transaction to proceed without a Customer-issued purchase order or other form of purchase agreement as a condition for payment.
2. Life Fitness 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. Life Fitness also REQUIRES that certain pieces of strength training equipment be secured to the floor. Please contact our Customer Service Department or your account representative for specific details.
3. All shipments of Products shall be F.O.B., Life Fitness' dock.
4. Life Fitness will issue an invoice corresponding to this Quote upon shipment.
5. Life Fitness may ship partial orders.
6. Any additional or different terms or conditions which appear on purchaser's document (including its Purchase Orders) that are inconsistent with the Life Fitness Terms and Conditions of Sale shall be voided and of no effect.
7. Orders canceled by Customer after shipment (or after production starts for "Built-To-Order" products) are subject to a 20% restocking fee.
8. Delays in delivery at Customer's request may result in storage fees (see referenced Terms and Conditions for further details).
9. Prices set forth in this Quote are good for 30 days.
10. All invoices and any payments due thereon related to this Quote will be in U.S. Dollars and will reflect Exchange Rate at time of shipment.
11. Payment terms and credit lines are subject to Life Fitness credit approval.
12. Until all Products are paid for in full, Customer grants to, and Life Fitness shall retain, a security interest in and lien on all Products sold to Customer and all proceeds arising from our sale of the Products by Customer and all discounts, rebates and other funds on Customer's account payable by Life Fitness. Customer authorizes Life Fitness to, at any time and from time to time, file financing statements, continuation statements, and amendments thereto that describe the Collateral, and which contain any other information required pursuant to the UCC for the sufficiency of filing office acceptance of any financing statement, continuation statement, or amendment, and Customer agrees to furnish any such information to Life Fitness promptly upon request. Any such financing statement, continuation statement, or amendment may be signed by Life Fitness on behalf of Customer and may be filed at any time in any jurisdiction. Upon Life Fitness' request, a Customer shall execute such documents that may be necessary or reasonable to protect Life Fitness' security interest.
13. When accepted, this Quote may be processed, fulfilled, and/or invoiced by Life Fitness and/or its affiliated companies, including, but not limited to, Brunswick Billiards, Cybex, SCIFIT or Indoor Cycling Group (ICG), and Customer agrees to make any required payments to the entity that issued the invoice.
14. Life Fitness reserves the right to limit the use of credit cards. A service fee for credit transactions may apply.
15. Subscription Services for Halo purchased pursuant to this Quote will automatically renew for a Subscription Term equivalent in length to the then expiring Subscription Term at Life Fitness' then current Subscription Charges unless otherwise provided by Life Fitness in writing. Either Life Fitness or Customer may elect to terminate any such Subscription Services account at the end of Customer's then current Subscription Term by providing notice in compliance with the Subscription Agreement, on or prior to the date thirty (30) days preceding the end of such Subscription Term.
16. For Subscription Services for Digital Coach purchased pursuant to this Quote, Customer agrees (a) to be bound by the terms hereof and Life Fitness' Subscription Agreement found at <https://lifefitness.com/terms-conditions-of-sale>; and (b) the Subscription Term shall be a non-cancelable period of 12 months from activation and may be renewed upon mutual agreement of the parties prior to the expiration of the then current Subscription Term.
17. Financing options are available through Life Fitness Leasing. For more information, please contact your local sale representative.
18. This Quote may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be made and/or delivered via facsimile, electronic mail (including via .pdf) or any electronic signature complying with the United States Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000 (including counterparts delivered via DocuSign), and any counterpart so delivered shall be deemed to have been delivered and be valid and effective for all purposes. No further original counterpart is required to be delivered after an exchange of counterparts by any of the methods described above, and all parties agree to treat such electronically delivered signatures as original signatures and to refrain from asserting the lack of original signatures as a defense against the binding enforceability of this instrument.

**ADDITIONAL TERMS OF SALE – CONSUMERS:**

19. By accepting this Quote, Customer agrees to be bound by the terms hereof and Life Fitness' standard Terms and Conditions of Sale – Direct To Consumer found at <https://lifefitness.com/terms-conditions-of-sale>, as may be amended from time to time.
20. **ALL SALES ARE FINAL. NO RETURNS, REFUNDS, OR EXCHANGES EXCEPT AS PROVIDED IN THE TERMS AND CONDITIONS OF SALE – DIRECT TO CONSUMER.**
21. All Items above shall apply except for Items No. 1, 3, 7 and 8.

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