

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK
AND TEAM MARATHON FITNESS INC. DBA MARATHON FITNESS
FOR THE PURCHASE OF
EXERCISE EQUIPMENT AND INSTALLATION SERVICES**

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	KNOW ALL BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

This Agreement for the purchase of exercise equipment and installation services (the "Agreement") is made and entered into this the ____ day of _____, 20__, (the "Effective Date") by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and TEAM MARATHON FITNESS INC. DBA MARATHON FITNESS, whose offices are located at P.O. Box 17705, Sugar Land, Texas 77496, referred to herein as "Vendor."

RECITALS:

WHEREAS, City desires to purchase exercise equipment and installation services; and

WHEREAS, City is a member of the Buy Board Cooperative Purchasing Program (the "Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract # 764-25 <https://app.buyboard.com/Shop/Vendors/Details?Id=2718>; and

WHEREAS, City desires to purchase certain goods and/or services from Vendor through Buy Board as set forth herein; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.0 DEFINITIONS

A. **Agreement** means this binding legal contract between City and Vendor whereby City agrees to purchase specified goods and/or services and Vendor is obligated to sell same. The Agreement includes any exhibits, addenda, and/or amendments thereto.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date set out in the introductory paragraph above.

D. **Goods and Services** mean the specified services, supplies, materials, commodities, or equipment.

E. **Vendor** means Team Marathon Fitness Inc. dba Marathon Fitness, or any successors or assigns.

2.0 EFFECTIVE DATE AND TERM

A. This Agreement shall remain in full force and effect until it expires as indicated herein or is terminated in accordance with Section 14.0.

B. The term of this Agreement shall begin with the Effective Date and end on the 31st day of March, 2028.

3.0 SCOPE OF WORK

A. The goods and related services which are the subject matter of this Agreement are described generally herein and referenced in in the attached **Exhibit "A,"** incorporated herein by reference for all purposes

B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Vendor shall satisfactorily provide all deliverables and services described herein and referenced in **Exhibit "A"** within the contract term specified. A change in the Scope of Services or any term of this Agreement, including bonding requirements, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

4.0 COSTS

A. In consideration for the Goods and Services to be provided by Vendor, City agrees to pay Vendor the amounts set forth in **Exhibit "A."**

B. The City is authorized to pay the Vendor an amount not-to-exceed **\$925,000.00,** for the term of this Agreement.

5.0 INVOICES

All invoices shall include, at a minimum, the following information:

1. Name and address of Vendor;
2. Purchase Order Number;

3. Description and quantity of items received; and
4. Delivery dates.

6.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement if the governing body of City does not appropriate funds sufficient to purchase the Goods and Services as determined by City's budget for the fiscal year in question. City may affect such termination by giving the Vendor written notice of termination.

7.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives Goods and Services under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the Goods and Services, whichever is later. Vendor may charge interest on an overdue payment at the rate in effect on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

1. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
2. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

8.0 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

9.0 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

10.0 INSURANCE

Vendor shall meet all City insurance requirements set forth on the City's website at:
<https://www.roundrocktexas.gov/wp-content/uploads/2024/12/CORR-Insurance-08-2024.pdf>

11.0 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

David Buzzell
Assistant Director, Parks and Recreation Department
221 E. Main Street.
Round Rock, TX 78664
(512) 341-3345
dbuzzell@roundrocktexas.gov

12.0 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

13.0 DEFAULT

If Vendor abandons or defaults under this Agreement, Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

1. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
2. Becomes insolvent or seeks relief under the bankruptcy laws of the United States and is unable to perform its material obligations under the Agreement.

14.0 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon written notice to Vendor, the "Date of Termination."

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after the Date of Termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement up to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

15.0 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

16.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this

Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

17.0 ASSIGNMENT AND DELEGATION

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

18.0 NOTICES

A. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to recipient's physical or email address as stated below; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated below.

Notice to Vendor:

Vendor: Team Marathon Fitness Inc. dba Marathon Fitness
Attn: Sally Ramirez
Address: P.O. Box 17705
Sugar Land, TX 77496
Email: purchasing@marathonfitness.com

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephanie L. Sandre, City Attorney
309 East Main Street
Round Rock, TX 78664

B. Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

19.0 APPLICABLE LAW, ENFORCEMENT, AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

20.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

21.0 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement, or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

22.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

23.0 MISCELLANEOUS PROVISIONS

A. **Standard of Care.** Vendor represents that it employs trained, experienced, and competent persons to perform all of the services, responsibilities and duties specified herein and

that such services, responsibilities, and duties shall be performed in a manner according to generally accepted industry practices.

B. Time is of the Essence. The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused to City due to Vendor's failure to perform in the special timing requirement circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

C. Binding Agreement. This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

D. Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

Team Marathon Fitness Inc. dba Marathon Fitness

By: 
Printed Name: PAUL CROCKETT
Title: VP
Date Signed: 10-6-25

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

For City, Attest:

By: _____
Ann Franklin, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

EXHIBIT “A”

1 Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **All Elliptical Cross-Trainers**. Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Notes: *PROPOSAL NOTE:* Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2 Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **All Exercise Bicycles**. Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Notes: *PROPOSAL NOTE:* Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 1

Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **All Exercise Bicycles**. Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Assault Fitness

Alternate 2

Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **All Exercise Bicycles**. Catalog/Price list **MUST** be included or proposal will not be considered.

Total: 20%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Keiser

Alternate 3

Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **All Exercise Bicycles**. Catalog/Price list **MUST** be included or proposal will not be considered.

Total: 30%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Stages Cycling

3 Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **All Stair Climbers**. Catalog/Price list **MUST** be included or proposal will not be considered.

Total: 30%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Precor

4 Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **All Treadmills**. Catalog/Price list **MUST** be included or proposal will not be considered.

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Precor

Alternate 1

Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **All Treadmills**. Catalog/Price list **MUST** be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Assault Fitness

5 Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **All Computerized Strength Training Equipment**. Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

6 Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **All Free Weights** (Barbells, Curl Bars, Dumbbells, and other related free weights). Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 1

Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **All Free Weights** (Barbells, Curl Bars, Dumbbells, and other related free weights). Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Escape Fitness

Alternate 2

Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **All Free Weights** (Barbells, Curl Bars, Dumbbells, and other related free weights). Catalog/Price list **MUST** be included or proposal will not be considered.

Total: 22%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Inflight Fitness

Alternate 3

Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **All Free Weights** (Barbells, Curl Bars, Dumbbells, and other related free weights). Catalog/Price list **MUST** be included or proposal will not be considered.

Total: 20%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Troy Barbell

Alternate 4

Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **All Free Weights** (Barbells, Curl Bars, Dumbbells, and other related free weights). Catalog/Price list **MUST** be included or proposal will not be considered.

Total: 25%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

UMAX

Alternate 5

Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **All Free Weights** (Barbells, Curl Bars, Dumbbells, and other related free weights). Catalog/Price list **MUST** be included or proposal will not be considered.

Total: 25%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Nike

7 Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **All Plate Loaded Strength Training Equipment**. Catalog/Price list **MUST** be included or proposal will not be considered.

Total: 30%

Item Notes: *PROPOSAL NOTE:* Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Power Lift

Alternate 1

Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **All Plate Loaded Strength Training Equipment**. Catalog/Price list **MUST** be included or proposal will not be considered.

Total: 22%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Precor

8 Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **All Selectorized Strength Training Equipment**. Catalog/Price list **MUST** be included or proposal will not be considered.

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

9 Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **All Outdoor Commercial Grade/Heavy-Duty Exercise Equipment**. Catalog/Price list **MUST** be included or proposal will not be considered.

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 2

Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **All Outdoor Commercial Grade/Heavy-Duty Exercise Equipment**. Catalog/Price list **MUST** be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Escape Fitness

Alternate 3

Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for All Outdoor Commercial Grade/Heavy-Duty Exercise Equipment.

Catalog/Price list MUST be included or proposal will not be considered.

Total: 15%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BeaverFit

Alternate 4

Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for All Outdoor Commercial Grade/Heavy-Duty Exercise Equipment.

Catalog/Price list MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Power Lift

Alternate 6

Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for All Outdoor Commercial Grade/Heavy-Duty Exercise Equipment.

Catalog/Price list MUST be included or proposal will not be considered.

Total: 22%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Torque

Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **All Other Commercial Grade/Heavy-Duty Exercise Equipment and Accessories**. Catalog/Price list **MUST** be included or proposal will not be considered.

Total: 20%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 Abs Company
Alternate 1**Section I: Commercial Grade/Heavy-Duty Exercise Equipment**

Discount (%) off catalog/price list for **All Other Commercial Grade/Heavy-Duty Exercise Equipment and Accessories**. Catalog/Price list **MUST** be included or proposal will not be considered.

Total: 15%**Item Attributes****1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 Beaver Fit
Alternate 2**Section I: Commercial Grade/Heavy-Duty Exercise Equipment**

Discount (%) off catalog/price list for **All Other Commercial Grade/Heavy-Duty Exercise Equipment and Accessories**. Catalog/Price list **MUST** be included or proposal will not be considered.

Total: 15%**Item Attributes****1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 Concept 2

Alternate 3

Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **All Other Commercial Grade/Heavy-Duty Exercise Equipment and Accessories**. Catalog/Price list **MUST** be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 4

Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **All Other Commercial Grade/Heavy-Duty Exercise Equipment and Accessories**. Catalog/Price list **MUST** be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 5

Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **All Other Commercial Grade/Heavy-Duty Exercise Equipment and Accessories**. Catalog/Price list **MUST** be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 6

Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **All Other Commercial Grade/Heavy-Duty Exercise Equipment and Accessories**. Catalog/Price list **MUST** be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 7

Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for All Other Commercial Grade/Heavy-Duty Exercise Equipment and Accessories. Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 8

Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for All Other Commercial Grade/Heavy-Duty Exercise Equipment and Accessories. Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 9

Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for All Other Commercial Grade/Heavy-Duty Exercise Equipment and Accessories. Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 10

Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for All Other Commercial Grade/Heavy-Duty Exercise Equipment and Accessories. Catalog/Price list MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 11

Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **All Other Commercial Grade/Heavy-Duty Exercise Equipment and Accessories**. Catalog/Price list **MUST** be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Section I: Commercial Grade/Heavy-Duty Exercise Equipment

Discount (%) off catalog/price list for **Rental of All Types of Commercial Grade/Heavy-Duty Exercise Equipment** (Indoor/Outdoor). Catalog/Price list **MUST** be included or proposal will not be considered.

Total:

Item Notes: **PROPOSAL NOTE**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Section II: Installation and Repair Service

Hourly Labor Rate for Installation/Repair Service of Commercial Grade/Heavy-Duty Exercise and Related Products - **Not to Exceed** hourly labor rate for Equipment and Related Products.

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Response Total: \$95.00

EXCEPTIONS & HOURLY RATE



Marathon Fitness™

Fitness Center Specialists

BuyBoard RFP 765-25

Section II: Exceptions

Please note Marathon Fitness has two separate divisions within our company:

(A) Field Service, On Demand Repairs and subsequent Installation of Parts. This area of our business is defined as a field service call by a technician using our company vans or pick-up trucks to repair out of order exercise machines or those requiring investigation to determine if unit is inoperable or broken. This field service repair and install rate of parts was provided in the BuyBoard contract in Section II Installation and Repair service and is the rate valid for locations within a 60-mile radius of Dallas, Houston, Austin, and San Antonio. Mileage beyond 61+ miles or greater is billed separately and quoted at the time scope of work is determined mutually between BuyBoard client and Marathon Fitness. Lastly, this field service rate is not equivalent or available for "Preventative Maintenance" or PM service programs which are quoted separately and individually on a case-by-case basis based. PM Program rates vary depending upon the location, age of the equipment, frequency (monthly, quarterly or semi-annually), choice of options for cleaning, and the product brands. This is quoted in writing, to be mutually agreed upon by BuyBoard client and Marathon Fitness. We have over 500 such clients under PM agreements in Texas and growing.

(B) Our second division within Marathon Fitness is installation of new or reconditioned Cardio, Strength, Free Weights, and Guided/Virtual equipment. This rate of installation labor is done by a different group of trained employees requiring much larger vehicles, semi-trailers and specialized equipment; therefore is not billed at the same rate as Installation and Repair Services in Section II. The rates for Installation of new equipment varies depending upon the location, distance of fitness area from parking of company trucks for overall carry length; the number of steps or stairs, elevators, size of door opening(s), size of equipment, weight of equipment, extraction of existing/old equipment to recycling, anchoring requirements to the floor or wall, whether located outdoors and lastly the brand of manufacturer. This is always quoted in writing, to be mutually agreed upon by Buyboard client and Marathon Fitness.