

**EXHIBIT**  
**"A"**

**CITY OF ROUND ROCK AGREEMENT  
FOR RENTAL/PURCHASE OPTION FOR FITNESS EQUIPMENT  
FROM TEAM MARATHON FITNESS, INC. dba MARATHON FITNESS**

**THE STATE OF TEXAS**

§

**CITY OF ROUND ROCK**

§

§

**KNOW ALL BY THESE PRESENTS:**

§

**COUNTY OF WILLIAMSON**

§

**COUNTY OF TRAVIS**

§

This Agreement is for rental/purchase option for fitness equipment for City of Round Rock Parks and Recreation Department's Clay Madsen Recreation Center, and for related goods and services including delivery, installation, removal of and credit for existing equipment, maintenance and warranty coverage, and is referred to herein as the "Agreement." This Agreement is made and entered into on this the \_\_\_\_ day of the month of September, 2017, 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 Post Office Box 17705, Sugar Land, Texas 77496, referred to herein as "Marathon" or the "Vendor." This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

**RECITALS:**

**WHEREAS**, City desires to rent and have a purchase option for fitness equipment for Clay Madsen Recreation Center, and to purchase associated services including but not limited to delivery, installation, removal of and credit for existing equipment, maintenance and warranty coverage, and City desires to obtain same from Vendor; and

**WHEREAS**, City has issued its "Invitation for Bids" (IFB) for the provision of said goods and services, and City has selected the Bid submitted by Vendor; and

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

**NOW, THEREFORE, WITNESSETH:**

That for and 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:

## 1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to obtain specified goods and Vendor is obligated to provide specified goods. The Agreement includes the following: (a) City's Invitation for Bid designated as IFB 17-022, Class/Item 805-05/805-57 dated June 2017; (b) Vendor's Response to IFB dated July 12, 2017; (c) the contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

1. This Agreement, and all exhibits attached thereto;
2. Purchaser's Response to IFB;
3. City's Request for Proposals, addenda, exhibits, and attachments.

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

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Equipment** means the description of goods per "Attachment A: Bid Sheet" of the IFB. Upon installation of Equipment, Vendor shall give notice to City of all serial numbers registered by Vendor with manufacturer(s).

E. **Goods** mean the specified supplies, materials, commodities, or equipment.

F. **Total Loss** means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment at the time of loss.

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

## 2.01 EFFECTIVE DATE; INITIAL TERM; ALLOWABLE RENEWALS

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. The initial rental term of this Agreement is for three (3) years from the effective date hereof.

C. Prices shall be firm for the duration of this Agreement and for any renewal periods. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other

extraneous charges.

D. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue, subject to termination provisions in Section 22.01 of this Agreement.

### **3.01 CONTRACT DOCUMENTS AND EXHIBITS**

A. City selected Vendor as the integrator of choice to supply the goods and services as outlined in IFB 17-022, Class/Item 805-05/805-57 dated June 2017; and Response to IFB submitted by Vendor, all as specified in Exhibit "A" attached hereto and made a part hereof for all purposes. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Vendor in its Response to the IFB.

B. The goods and services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

### **4.01 ITEMS AWARDED**

A. All items in "Attachment A: Bid Sheet" of Exhibit "A" are awarded to Vendor.

### **5.01 COSTS**

A. The City shall be authorized to pay Vendor an amount not-to-exceed a total of **\$135,792.04** for the term of this Agreement.

1. The "Down Payment" amount of Freight, Installation, Preventative Maintenance (3 years/quarterly visits); three (3) years Parts and three (3) years Labor Warranty is **\$30,800.00** leaving a remaining balance of \$116,492.04.

2. The "Equipment Total" shall be \$116,492.04 less the trade in equipment amount of \$11,500.00 for a total of **\$104,992.04**.

3. Upon payment in full, City shall have the option to purchase the equipment subject to this Agreement and described in Exhibit "A" for the amount of **\$1.00**.

### **6.01 INVOICES**

A. 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.

#### **7.01 DELIVERY OF EQUIPMENT**

A. Vendor shall timely deliver, at Vendor's own expense and risk, the Equipment to its designated location(s) within the City of Round Rock, Texas.

#### **8.01 USE OF EQUIPMENT**

A. City shall use the Equipment in a commercially reasonable manner, and shall comply with all manufacturer's requirements furnished to City by Vendor and/or manufacturer(s) regarding the Equipment, and City shall comply with any applicable law (whether local, state or federal) regarding use of the Equipment including but not limited to environmental and copyright law.

B. City shall use the Equipment for the purpose for which said Equipment was designed, and not for any other purpose.

C. Unless City obtains the prior written consent of Vendor, City shall not alter, modify or attach anything to the Equipment, unless such alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment.

#### **9.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING**

A. Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

B. Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Round Rock's bid, with the consent and agreement of the successful vendor(s) and Round Rock. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor's response. However, all parties hereby expressly agree that the City of Round Rock is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Round Rock is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

#### **10.01 NON-APPROPRIATION AND FISCAL FUNDING**

A. 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 at the end of any City fiscal

year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then-current fiscal year.

#### **11.01 PROMPT PAYMENT POLICY**

B. Prompt Payment Act. 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 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 or 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.

#### **12.01 GRATUITIES AND BRIBES**

A. 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.

#### **13.01 TAXES**

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

## **14.01 INSURANCE**

Vendor shall meet all requirements as stated in the attached Invitation for Bid IFB 17-022 (including all attachments and exhibits) and Vendor's bid response; as set forth at [http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20012.pdf](http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20012.pdf)

## **15.01 REPAIR OBLIGATIONS; WARRANTY**

A. Repair Obligations. Vendor shall, at Vendor's sole expense during any warranty period, keep the rental equipment in good repair according to manufacturer's warranty terms, normal wear and tear excepted. Vendor shall supply all parts that are necessary to keep the rental equipment in good working order. The following are not considered to be "normal wear and tear": abuse or misuse of equipment outside of the manufacturer's original design intent; neglect, such as failing to properly clean sweat from frames which then results in rusting of metal surfaces.

B. Vendor shall respond to City for any and all repairs within 24-72 hours from email service request/work request from City. Such response shall be from a PRECOR-approved warranty service provider, and shall be onsite service responsive to warranty request, and shall be delivered within a strict 24-72 hour timeframe from notification by City. City shall submit all requests for warranty work in writing via email to both of the following: ([Customercare@marathonfitness.com](mailto:Customercare@marathonfitness.com) and [tech@marathonfitness.com](mailto:tech@marathonfitness.com)).

C. All work shall be satisfactorily completed by Vendor or Vendor's designee at Vendor's expense. All repair work will, by terms of this Agreement, be provided at no additional cost to City. The parties expressly agree that this is to include ALL related repair costs including but not limited to travel, lodging, meals, and the like.

D. Warranty. Vendor warrants and guarantees that all rental equipment will be in new working order and new condition upon delivery. The rental equipment is warranted as being of merchantable quality and is further warranted as being fit for use for the following purpose: use in a public fitness area.

## **16.01 LOSS DAMAGE**

A. To the extent permitted by law, after delivery of the Equipment to the City, City shall be responsible for risk of loss, theft, damage or destruction to the Equipment from extraordinary circumstances such as acts of God. The parties expressly acknowledge that damage from normal use and/or reasonable process is not included within this Section 15.01A.

B. In the event the Equipment is lost or damaged, City shall continue its payment obligation under this Agreement, shall provide Vendor with prompt written notice of such loss or damage, and shall, if the Equipment is repairable, put or cause the Equipment to be put into a state of good repair, appearance, and condition.

C. In the event of Total Loss of the Equipment, City shall continue its payment obligation under this Agreement, shall provide Vendor with prompt written notice of such loss, and shall replace the Equipment with encumbrance-free equipment of the same model, type and configuration.

#### **17.01 OWNERSHIP; RIGHT TO RENT; QUIET ENJOYMENT**

A. Vendor warrants that City shall have the right to rent, without owning, the Equipment according to the terms of this Agreement; and if City's purchase option is exercised according to the terms of this Agreement, then and in that event City shall own such Equipment.

B. Vendor warrants that, so long as no legal default has occurred of this Agreement, Vendor shall not disturb City's quiet and peaceful possession of the Equipment, and warrants City's unrestricted use of the Equipment for the purposes for which the Equipment was designed.

#### **18.01 SURRENDER OF EQUIPMENT**

A. At the end of the term of this Agreement, in the event that City has not exercised its purchase option in accordance with the terms of this Agreement, then and in that event City shall make the Equipment available for pick-up, and Vendor shall arrange at its sole cost and expense, to pick up such Equipment.

B. In the event that City fails to make the Equipment available for pick-up, the parties acknowledge that City shall pay to Vendor any unpaid rent for the term plus the Casualty Value of the Equipment, which is hereby defined as twenty percent (20%), at which time ownership of the Equipment shall pass in an unrestricted manner to City.

#### **19.01 INSURANCE**

A. Vendor shall meet all requirements as stated in the attached RFP (including Attachment A entitled "City of Round Rock Insurance Requirements" and all attachments and exhibits); and its proposal response.

B. City shall provide proof of insurance to Vendor and will abide by all applicable local, state and federal laws pertaining thereto.

#### **20.01 CITY'S REPRESENTATIVE**

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

David Buzzell  
Assistant Director, PARD  
301 West Bagdad Avenue, Suite 250  
Round Rock, TX 78664

## **21.01 RIGHT TO ASSURANCE**

A. 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.

## **22.01 DEFAULT**

A. Either party shall be declared in default of this Agreement if it does any of the following:

1. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement, including payment obligations;
2. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein;
3. Becomes insolvent or makes an assignment of rights or property for the benefit of creditors or files for bankruptcy, or has bankruptcy proceedings instituted against it, under the federal bankruptcy laws of the United States or other competent jurisdictions;
4. A writ of attachment or writ of execution is levied on the Equipment, and same is not satisfied or released within 10 days.

B. Upon the occurrence of default by City, Vendor shall be entitled to pursue any one or more of the following remedies for default:

1. Declare the entire amount of rent to be immediately due and payable, without further notice or demand;
2. Commence legal proceedings to recover rent and other legal obligations accrued before and after the event of default.

C. Upon the occurrence of breach, default or non-solvency by Vendor during the term of this Agreement, City shall be entitled to notice of such in writing, and City may pursue any one or more of the following remedies for default:

1. Purchase of balance of rent agreement, and transfer of ownership of Equipment from Vendor to City.
2. Any remedy available at law or in equity.



### **23.01 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 ninety (90) days' written notice to Vendor.

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 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 such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement 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.

### **24.01 INDEMNIFICATION**

A. 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.

### **25.01 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. Vendor acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Section 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Ethics Commission on Environmental Quality (TCEQ) and the Texas Pollution Discharge Elimination System (TPDES). Vendor agrees to comply with the City's stormwater control measures, good housekeeping practices and any facility specific stormwater

management operating procedures specific to a certain City facility. In addition, Vendor agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

## **26.01 ASSIGNMENT AND DELEGATION**

A. 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.

B. VENDOR SHALL NOT ASSIGN THIS AGREEMENT, VENDOR'S INTEREST IN THIS AGREEMENT, OR VENDOR'S INTEREST IN THE EQUIPMENT COVERED HEREUNDER WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF CITY, AND VENDOR SHALL NOT ASSIGN OR TRANSFER VENDOR'S RIGHT TO COLLECT RENT OR ANY OTHER FINANCIAL OBLIGATION OF CITY.

## **27.01 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 address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

### **Notice to Vendor:**

Marathon Fitness  
Attention: Paul Croegaert, Vice President  
Post Office Box 17705  
Sugar Land, TX 77496

### **Notice to City:**

City Manager  
221 East Main Street  
Round Rock, TX 78664

Stephan L. Sheets, City Attorney  
AND TO: 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.

## **28.01 APPLICABLE LAW; ENFORCEMENT AND VENUE**

A. 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.

### **29.01 EXCLUSIVE AGREEMENT**

A. 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.

### **30.01 DISPUTE RESOLUTION**

A. If a dispute or claim arises under this Agreement, the parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each party's senior management. If the parties cannot reach a mutually satisfactory resolution, then and in that event any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, City and Vendor shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties. 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.

### **31.01 SEVERABILITY**

A. 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.

### **32.01 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.** Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully

responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

**C. Force Majeure.** Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**D. 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.

**E. 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.

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

**City of Round Rock, Texas**

**Team Marathon Fitness, Inc.  
dba Marathon Fitness**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**For City, Attest:**

By: \_\_\_\_\_

Sara L. White, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_

Stephan L. Sheets, City Attorney



**City of Round Rock, Texas  
Purchasing Division**

221 East Main Street  
Round Rock, Texas 78664-5299

[www.roundrocktexas.gov](http://www.roundrocktexas.gov)

**INVITATION FOR BID**

**EXERCISE EQUIPMENT LEASE**

**Solicitation No. 17-022**

**JUNE 2017**

Exhibit "A"

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## **Exhibit "A"**

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**CITY OF ROUND ROCK  
INVITATION FOR BID  
EXERCISE EQUIPMENT LEASE**

**PART I**

**GENERAL**

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks bids to establish a multiple year contract from a qualified person, firm or corporation, herein after "Bidder", who is experienced in providing for the lease, delivery, installation, and maintenance of commercial grade cardio fitness equipment for the Clay Madsen Recreation Center (CMRC) weight room, herein after "Services".
2. **BACKGROUND:** The CMRC currently lists 3,530 members with an average of 400 users per day accessing the weight room. With the goal of providing the CMRC members with new equipment on a regular basis, the City seeks to enter into a lease agreement with a fitness company to provide said equipment and service to the community and Clay Madsen Recreation Center members.

Additionally, the City seeks to continue to provide the CMRC members with top quality fitness equipment for cardiovascular exercise and apparatus for training each muscle group. With this goal in mind, equipment is being listed herein as examples to establish the City's minimum critical requirements.

3. **ATTACHMENTS:** Attachment A through G, are herein made part of this invitation for bid:

- 3.1 **Attachment A:** Bid Sheet
- 3.2 **Attachment B:** Bidder's Reference Sheet
- 3.3 **Attachment C:** Addendum Acknowledgement Form
- 3.4 **Attachment D:** Trade-In Equipment List

4. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

**Primary Contact:**

**Mike Schurwon, CPPB, CTPM**

**Purchasing Department**

**City of Round Rock**

**E-mail: [mschurwon@roundrocktexas.gov](mailto:mschurwon@roundrocktexas.gov)**

**Secondary Contact:**

**Juanita Fonseca, CTP**

**Purchasing Department**

**City of Round Rock**

**E-mail: [jfonseca@roundrocktexas.gov](mailto:jfonseca@roundrocktexas.gov)**

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

**Exhibit "A"**



5. **BIDDER QUALIFICATIONS:** The City has established the following minimum qualifications. Bidders who do not meet the minimum qualifications will not be considered for award. The Bidder shall:
  - 5.1. Be firms, corporations, individuals or partnerships normally engaged to provide, install and maintain commercial grade cardio gym equipment as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
  - 5.2. Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all exercise equipment bidder deems necessary to provide for the lease and maintenance of exercise equipment. The City shall not be responsible for any bidder's equipment, tools, or materials lost or damaged during the performance of the services specified herein;
  - 5.3. Be domiciled in or have a home office inside the United States. Bidders domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process;
6. **SUBCONTRACTORS:** No Subcontracting is allowed.
7. **DAMAGE:** The Bidder shall be responsible for damage to the City's equipment and / or property, the workplace and its contents by its work, negligence in work, its personnel and equipment usage.
8. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Bidder shall:
  - 8.1. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;
  - 8.2. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;
  - 8.3. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Bidders' obligations under this paragraph.
9. **PRICING:** The bidder shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.
10. **PRICE INCREASE:** There will be no price increase allowed for the lease and maintenance of the specified commercial exercise equipment for the Clay Madsen Recreation Center during the thirty-six (36) term of the lease.
11. **AGREEMENT TERM:** The terms of the awarded agreement shall as follows:
  - 11.1. The term of the Agreement shall begin from date of award and shall remain in full force for thirty-sixty (36) months.
  - 11.2. The City reserves the right to review the awarded bidders' performance anytime during the contract term.

## Exhibit "A"

12. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The vendor will be notified within this time frame if the services provided is not in full compliance with the project scope. If any service is canceled for non-acceptance, the needed equipment or service may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.

**PART II**  
**SPECIFICATIONS**

1. **SCOPE/SERVICE REQUIREMENTS:** The City of Round Rock is soliciting formal written bids to establish a multiple year contract from a qualified person, firm or corporation, herein after "Bidder" who is experienced and in providing for the lease, delivery, installation, and maintenance of commercial grade cardio fitness equipment for the Clay Madsen Recreation Center (CMRC) weight room.
  - 1.1. Vendor must ensure that all fitness equipment is in good working condition, operable and safe always through quarterly preventative maintenance and immediate repairs.
  - 1.2. Equipment must be inspected on a regular basis. CMRC requires vendor to maintain and calibrate fitness equipment once every month or as recommended by manufacturer.
  - 1.3. CMRC will notify the vendor when there are problems with the fitness equipment and vendor must be able to repair or replace within 48 hours.
  - 1.4. Lease price shall include all costs of regular maintenance and repairs. No additional costs shall be charged for the maintenance or replacement of equipment, to include parts and labor.
  - 1.5. Vendor must coordinate with CMRC representative on the repairs and/or replacement of fitness equipment.
  - 1.6. Vendor must be available within the working hours of 7:00 a.m. – 6:00 p.m. No work shall be performed on holidays observed by CMRC.
  - 1.7. All work described in the scope of services shall be performed in the least inconvenient manner to CMRC employees and members. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the Contract Administrator or designee.
  - 1.8. Vendor shall provide contact information for immediate resolution of issues. CMRC may require at any time, based on utilization, to replace fitness equipment currently installed at CMRC facilities.
2. **CRITICAL EQUIPMENT REQUIREMENTS:** The City seeks to continue to provide the CMRC members with top quality fitness equipment for cardiovascular exercise and apparatus for training each muscle group. With this goal in mind, an equipment schedule is being provided herein,

**NOTE: All scheduled equipment shall be proposed for a lease period of three (3) years.**

Bidder shall provide at a minimum cardio commercial exercise equipment as outlined below:

| <b><u>Quantity:</u></b> | <b><u>Item:</u></b>                                    | <b><u>Description:</u></b>                     |
|-------------------------|--|--|
| 8                       | Precor, Model TRM 835 V2<br>or Buyer Approved<br>Equal | Treadmill<br>120v<br>P30 Console, V2<br>Motor: |

Exhibit "A"

**Bidder shall provide at a minimum (Continued):**

IFT-Drive controller works with a new, high efficiency 4 HP AC motor that delivers improved performance, reliability and efficiency.

**Emergency Stop:**

Safety clip and lanyard attached to the stop switch to immediately turn off power bringing the treadmill to a stop. The lanyard and safety clip can be conveniently attached to a thoughtful tab located underneath the front handrail.

**Quantity:**

**Item:**

**Description:**

2

Precor, Model EFX 835 V2  
or Buyer Approved  
Equal

Treadmill  
Dual Action  
w/Converging Crossramp  
P30 Console V2

**CrossRamp® Technology:**

With Precor patented adjustable CrossRamp® technology, you can alter the height of the elliptical path your foot travels. Called Variable Stride Geometry™, this allows you to focus on a specific muscle group or all major lower-body muscle groups, so you can work the muscles you want, when you want.

**CrossRamp® Technology:**

Automatic

**Handlebars:**

Moving, for total-body workout

**Biomechanics:**

The patented low-impact EFX motion is smooth and natural, providing the lowest Rate of Perceived Exertion of any cardio exercise system to make your workouts more comfortable, even though you are working out strenuously. The patented motion allows your heels to remain in

**Bidder shall provide at a minimum (Continued):**

|                         |  |  |
|-------------------------|--|--|
|                         |  | contact with foot pedals, reducing muscle and tendon stress.   |
| <b><u>Quantity:</u></b> | <b><u>Item:</u></b>                                    | <b><u>Description:</u></b>   |
| 2                       | Precor, Model EFX 833 V2<br>or Buyer Approved<br>Equal | Treadmill<br>Fixed handrail<br>w/Converging Crossramp<br>P30 Console, Version 2  |
|                         |  | <b>Bearings:</b><br><br>Dual, in-line polyurethane wheels with over-sized axles and premium sealed bearings provide a perfectly balanced load, gliding on stamped, stainless steel tracks for an incredibly smooth feel. |
|                         |  | <b>Foot Pedals:</b><br><br>Oversized, polypropylene foot pedals fit your largest user and are easy to clean  |
|                         |  | <b>Ramp:</b><br><br>Converging Adjustable CrossRamp®   |
|                         |  | <b>Biomechanics:</b><br><br>Biomechanics validated by a Washington state university for users of all ages, fitness levels and sizes, from the 5% size female to the 95% size male user.                                  |
|                         |  | <b>Minimum Watts:</b><br><br>18 watts  |
|                         |  | <b>Maximum Watts:</b><br><br>720 watts   |

**Exhibit "A"**

EXERCISE EQUIPMENT LEASE  
 IFB No. 17-022  
 Class/Item: 805-05 / 805-57  
 June 2017

**Quantity:**

3

**Item:**

Precor, Model No.  
 AMT 835-OS or  
 Buyer Approved  
 Equal

**Description:**

Adaptive Monitor Trainer  
 P-30 Console  
 Open Stride 30 Console

**Minimum Watts:**

20 watts

**Maximum Watts:**

375 watts

**Resistance System**

Twenty resistance levels ranging from  
 20 watts (level 1 at 60 SPM, zero stride  
 length) to 375 watts (level 20 at 120  
 SPM, max stride length).

**Electronic Readouts:**

20 Readouts  
 Resistance Level  
 Open Stride Level

Distance, Strides / Min, Calories / Min  
 Calories  
 Heart Rate  
 Time Remaining, Time Elapsed

% Complete, Time in Zone, Segment  
 Time Remaining, Average Speed  
 (strides per min), Calories / min,  
 Calories / hour, Watts, METS,  
 Target HR, Average HR, Stride Length

Exhibit "A"

EXERCISE EQUIPMENT LEASE  
 IFB No. 17-022  
 Class/Item: 805-05 / 805-57  
 June 2017

| <b><u>Quantity:</u></b> | <b><u>Item:</u></b>                                     | <b><u>Description:</u></b>  |
|-------------------------|---|---|
| 4                       | Precor, Model No. RBK 835<br>of Buyer Approved<br>Equal | <p>Recumbent Bike<br/>P30 Console</p> <p>Minimum Watts:<br/>18 watts (level 1 at 20 RPM)</p> <p>Maximum Watts:<br/>750 watts (level 25 at 150 RPM)</p> <p>Resistance Levels:<br/>25</p> <p>3-Piece Crank:<br/>3-piece crank tightens positively,<br/>reducing the need for periodic<br/>adjustments. The 170 mm crank arm<br/>accepts any standard road or mountain<br/>bike pedal.</p> |
| <b><u>Quantity:</u></b> | <b><u>Item:</u></b>                                     | <b><u>Description</u></b>   |
| 2                       | Precor, Model No. UBK 835<br>or Buyer Approved<br>Equal | <p>Upright Bike<br/>P30 Console</p> <p>3-Piece Crank:<br/>3-piece crank tightens positively,<br/>reducing the need for periodic<br/>adjustments. The 170 mm crank arm<br/>accepts any standard road or mountain<br/>bike pedal.</p> <p>Drive System:<br/>The two-stage drive system yields a<br/>smooth, comfortable, quiet operation<br/>with a lower start-up resistance and</p>      |

Exhibit "A"

**Bidder shall provide at a minimum (Continued):**

more consistent resistance progression than single-stage drive systems.

3-Phase Generator:

3-phase generator / eddy current resistance system requires no backup battery in order to efficiently power the bike.

| <u>Quantity:</u> | <u>Item:</u>  | <u>Description</u>  |
|------------------|---|---|
| 21               | Precor, Model No. PHTCLCAP 310XX105 or Buyer Approved Equal | Audio Entertain Cap 900 MHz Integrated Wireless Audio Audio receiver for P30 & P10 Co |

**3. DELIVERY AND INSTALLATION:** Bidder shall provide cost proposal for the following:

- 3.1** Freight and delivery to CMRC fitness area of specified equipment in new condition and ready for continued use.
- 3.2** All materials, product and labor for delivery, unpacking and installation services necessary for the complete fitness center package specified.
- 3.3** Any equipment that is delivered in damaged or non-working condition shall be removed and replaced within 72 hours.
- 3.4** All equipment set-up and acceptance testing shall be coordinated with City's – Recreation Manager within 24 hours of installation.
- 3.5** Removal and disposal of all associated rubbish.
- 3.6** Final site clean-up.

**4. MAINTENANCE AGREEMENT:** The minimum maintenance agreement requirements shall include three (3) years of preventative maintenance, parts and labor warranty, and quarterly inspections. Bidder shall specify response times for service calls including a quarterly maintenance schedule. Bidder shall provide a detailed outline of services for all scheduled and unscheduled maintenance of proposed equipment on an annual basis to be included in the cost of bid response.

**5. EXISTING EQUIPMENT REMOVAL & TRADE-IN:** Bidder shall provide a trade-in value on existing Clay Madsen Recreation Center equipment, herein **ATTACHMENT D**. Trade-in shall include the removal of said equipment from the CMRC site.

**6. COMMUNICATION:** The successful bidder shall provide communication equipment as necessary to perform the Services. This may include 2-way radios, pagers, cellular phones, telephone answering devices, e-mail and fax machine.

## Exhibit "A"



- 6.1. The successful bidder shall respond to communication requests from the Clay Madsen Recreation Center within a forty-eight (48) response time during the normal working hours of 7:00 a.m. to 6:00 p.m., in order to be onsite for any repairs of equipment that is not working properly.
  - 6.2. The successful bidder shall contact the City, at a time mutually agreed upon by the City and the successful bidder to discuss equipment to be maintained. Failure to contact the City's authorized designee, or designee, per the agreed upon schedule may constitute a breach of Contract and termination of Agreement.
7. **SERVICE REQUIREMENT LOCATION:** Services shall be performed at the City location as follows:  
  

**Clay Madsen Recreation Center  
1600 Gattis School Road  
Round Rock, Texas, 78664**
8. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
  - 8.1. **Bidder's Point of Contact:** In order to maintain consistent standards of quality work performed at the Clay Madsen Recreation Center, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the bidder immediately should the point of contact change.
  - 8.2. The City's designated representatives for the Clay Madsen Recreation Center shall be:  
  

**Reggie Davidson, MSRLS, CPRP  
Recreation Manager  
City of Round Rock, Parks and Recreation Department**
9. **WORKFORCE:** Successful Bidder shall:
  - 9.1. The Vendor shall employ only orderly and competent workers, skilled in the performance of the services which they shall perform under the Agreement.
  - 9.2. The Vendor, its employees, subcontractors, and subcontractor's employees while engaged in participating in an Agreement or Purchase Order or while in the course and scope of delivering goods or services under a City agreement may not;
    - 9.2.1. Use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the agreement; or
    - 9.2.2. Use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or controlled substances, on the job.
  - 9.3. If the City or City's representative notifies the vendor that any worker disorderly, disobedient or incompetent, has knowingly or repeatedly violated safety regulations, has possessed an firearms, or has possessed or was under the influence of alcohol or controlled substances on the job, the Vendor shall immediately remove such worker from Agreement services, and may not employ such worker again on Agreement services without the City's prior written consent.
10. **PERMITS:** The Successful Bidder shall obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified herein.

## Exhibit "A"

**PART III**  
**SCHEDULE AND RESPONSE INSTRUCTIONS**

1. **SCHEDULE OF EVENTS:** It is the City's intention to comply with the following solicitation timeline:

| EVENT                                    | DATES                        |
|--|------------------------------|
| Solicitation released                    | June 30, 2017                |
| Deadline for submission of questions     | July 7, 2017 @ 5:00 PM, CST  |
| City responses to questions or addendums | July 11, 2017 @ 5:00 PM, CST |
| Deadline for submission of responses     | July 14, 2017 @ 3:00 PM, CST |

All questions regarding the solicitation shall be submitted in writing by July 7, 2017, at 5:00 p.m., CST on the due date noted above to: Mike Schurwon, CPPB, CTPM, Purchasing Department at: [mschurwon@roundrocktexas.gov](mailto:mschurwon@roundrocktexas.gov)

A copy of all the questions submitted and the City's response to the questions shall be posted in writing by July 11, 2017 @ 5:00 p.m. on the City's webpage in the form of an addendum at:

<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

NOTE: The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **SOLICITATION UPDATES:** Bidders shall be responsible for monitoring the City's website for any updates pertaining to the solicitation described herein at:

<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

NOTE: Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

3. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before July 14, 2017, at 3:00 p.m., on the due date noted in Part III, Section 1. Mail or hand deliver sealed responses to:

**City of Round Rock  
Purchasing Department  
Attn: Mike Schurwon, CPPB, CTPM  
221 E. Main Street  
City Hall - 1<sup>st</sup> Floor Receptionist Desk  
Round Rock, Texas 78664-5299**

- 3.1 Sealed responses shall be clearly marked on the outside of packaging with the Company name, Solicitation number (IFB No. 17-022) title (Exercise Equipment Lease), due date, time, and **"DO NOT OPEN"**.
- 3.2 Facsimile or electronically transmitted responses are not acceptable.
- 3.3 Responses cannot be altered or amended after opening.
- 3.4 No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 3.5 The City will not be bound by any oral statement or offer made contrary to the written specifications.
- 3.6 Samples and/or copies shall be provided at the bidder's expense, and shall become property of the City.

**Exhibit "A"**

4. **BEST VALUE EVALUATION CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
  - 4.1 Purchase price;
  - 4.2 Reputation of Bidder and of Bidder's goods and services;
  - 4.3 Quality of the Bidder's goods and services;
  - 4.4 The extent to which the goods and services meet the City's needs;
  - 4.5 Bidder's past performance with the City;
  - 4.6 The total long-term cost to the City to acquire the Bidder's goods or services;
  - 4.7 Any relevant criteria specifically listed in the solicitation.

NOTE: Bidders may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information to clarify.
5. **AWARD:** The City may choose to not award an Agreement. Split awards between Vendors may be made at the sole discretion of the City. The City reserves the right to enter into an agreement or a purchase order with a single award, split awards, or use any combination that best serves the interest and at the sole discretion of the City.
6. **POST AWARD MEETING:** The City and Successful Bidder(s) may have a post award meeting to discuss, but not be limited to the following:
  - 6.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
  - 6.2 Provide City contact(s) information for implementation of agreement;
  - 6.3 Identify specific milestones, goals and strategies to meet objectives.
7. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
8. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off the City's agreements, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Bidder's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

**PART IV**  
**RESPONSE REQUIREMENTS**

The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating bidders in compiling their final responses. Bidders are encouraged to carefully read the entire solicitation.

Bidders shall submit one (1) evident signed "Original" and three (3) hard copies of the bid response requirements including any required attachments and one (1) electronic copy of IFB response on flash drive. The samples and/or copies shall be provided at the bidder's expense, and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Bidders are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

**For your bid to be responsive, all required items identified below shall be submitted with your proposal.**

**Attachment A - Bid Sheet:** Responses shall be submitted on itemized, signed Bid Sheet provided herein. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.

**Attachment B – Bidder's Reference Sheet:** Provide completed Bidder's Reference Sheet, which includes the name, address, telephone number and E-Mail of at least three (3) Municipal, Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

**Attachment C – Addendum Acknowledgment Form:** Provide signed copy of the Addendum Acknowledgment Form or a signed copy of each issued addendum with bid upon submission.

**Attachment D – Equipment Trade-In List:** Bidder(s) shall provide a copy of trade-in value for current Clay Madsen Recreation Center existing exercise equipment.

**The following items shall be made available upon request by the City prior to award and the approval of any contract:**

Proof of insurance for General Liability, Worker's Compensation and standard automobile liability coverage as set forth by the Insurance Requirements as identified on the City's website at:

[https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf)

**PART V**  
**CONFIDENTIALITY OF CONTENT**

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
  - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

**Exhibit "A"**

- 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Bidder shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

## **PART VI**

### **GENERAL TERMS AND CONDITIONS / INSURANCE REQUIREMENTS**

(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

1. **INSURANCE:** The Bidder shall meet or exceed all insurance requirements set forth by the Insurance Requirements as identified on the City's website at:  
[https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf)
2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Bidder agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Bidders to stay apprised of changes. The City's Definitions, Terms and Conditions can be obtained from the City's website at:  
[https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_t\\_c\\_revised\\_07.2011.pdf](https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_t_c_revised_07.2011.pdf)
3. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
  - 3.1 There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
  - 3.2 The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
  - 3.3 There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
  - 3.4 The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

Exhibit "A"

# ORIGINAL

EXERCISE EQUIPMENT LEASE  
IFB No. 17-022  
Class/Item: 805-05 / 805-57  
June 2017

**ATTACHMENT A: BID SHEET**  
**PURCHASING DEPARTMENT**  
**221 E. Main Street • Round Rock, Texas 78664-5299**

|                                 |                      |  |                           |                |                            |
|---------------------------------|----------------------|--|---------------------------|----------------|----------------------------|
| <b>SOLICITATION INFORMATION</b> | Solicitation Number: | 17-022   | <b>BIDDER INFORMATION</b> | Tax ID Number: | 68 0544664                 |
|                                 | Solicitation Name:   | Exercise Equipment Lease   |                           | Business Name: | TEAM MARATHON FITNESS, Inc |
|                                 | Opening Date:        | July 14, 2017  |                           | Address:       | P.O. Box 17705             |
|                                 | Opening Time:        | On or Before 3:00 PM CST   |                           | Address:       | SAGAR LAND TX 77496        |
|                                 | Opening Location:    | City of Round Rock<br>City Hall, 1 <sup>st</sup> Floor<br>Reception Desk<br>221 E. Main Street<br>Round Rock, TX 78664 |                           | Contact:       | PAUL CROEGAERT             |
|                                 |                      |  |                           | Telephone:     | 281 565 2307               |
|                                 |                      |  |                           | E-mail:        | PAUL@MARATHONFITNESS.COM   |

In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrock.munisselfservice.com/Vendors/default.aspx>

**INSTRUCTION TO BIDDER(S):** The costs of all scheduled and unscheduled maintenance for proposed commercial exercise equipment lease shall be included in the monthly bid price. A bid of '0' (zero) will be interpreted by the City as a "no-charge" (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

| Item # | Description  | Quantity | Monthly Unit Price | Extended Price          |
|--------|--|----------|--------------------|-------------------------|
| 1      | Precor, Model TRM 835 V2, Treadmill, Qty. – 8 each, or buyers approved equal                   | 36 Mo    | 1454.53            | 52,363.20 <sup>08</sup> |
| 2      | Precor, Model EFX 835 V2, Treadmill, Qty. – 2 each, or buyers approved equal                   | 36 Mo    | 314.63             | 11,326.80 <sup>68</sup> |
| 3      | Precor, Model EFX 833 V2, Treadmill, Qty. – 2 each, or buyers approved equal                   | 36 Mo    | 275.74             | 9,924.80 <sup>64</sup>  |
| 4      | Precor, Model AMT 835-OS, Trainer, Qty. – 3 each, or buyers approved equal                     | 36 Mo    | 553.62             | 19,930.20 <sup>32</sup> |
| 5      | Precor, Model RBK 835, Recumbent Bike, Qty. – 4 each, or buyers approved equal                 | 36 Mo    | 371.04             | 13,357.60 <sup>44</sup> |
| 6      | Precor, Model UBK 835, Upright Bike, Qty. – 2 each, or buyers approved equal                   | 36 Mo    | 173.47             | 6,244.80 <sup>92</sup>  |
| 7      | Precor, Model PHTCLCAP 310XX105, Audio Entertain Cap, Qty. – 21 each, or buyers approved equal | 36 Mo    | 92.86              | 3343.20 <sup>96</sup>   |

**Exhibit "A"**

EXERCISE EQUIPMENT LEASE  
IFB No. 17-022  
Class/Item: 805-05 / 805-57  
June 2017

ORIGINAL

| ATTACHMENT A: BID SHEET<br>(Continued)  |   |       |           |              |
|---|---|-------|-----------|--------------|
| 8   | Exercise Equipment Installation Costs <i>INCLUDED IN LINE 9</i>   | 1 Lot |           |              |
| 9   | Freight Charges <i>INCLUDED IN LINE 11</i>  | 1 Lot |           |              |
| 10  | (Less) Trade-In – Attachment D  | 1 Lot |           | < 11,800.00  |
| 11  | Down Payment, if applicable <i>INCLUDES FREIGHT INSTALL, 3 YEARS PARTS, 3 YEARS LABOR, AND 3 YEARS MAINTENANCE AND INSPECTIONS.</i> | 1 Lot |           | 30,800.00    |
|   |   |       | Total: \$ | 135,792.6004 |
| <u>Buyout Option</u> – The City requires a \$1 buyout at the end of the 36 month- Check here to confirm <input checked="" type="checkbox"/> |   |       |           |              |
| NOTE: If bidding an alternate manufacturer, bidder(s) must submit descriptive literature with their bid response for evaluation purposes.   |   |       |           |              |

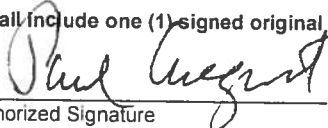
|  |   |  |  |
|--|---|--|--|
| ACKNOWLEDGEMENTS                                   | By the signature hereon affixed, the Bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business. Further, by signing and submitting this response the Bidder acknowledges: |  |  |
|  | <ul style="list-style-type: none"> <li>That they have read and fully understand the solicitation and accept all terms and conditions set forth herein.</li> <li>The bidder is not currently delinquent in the payment of any debt owed to the City.</li> </ul>  |  |  |
|  | Sealed response envelope shall be clearly marked with solicitation name, solicitation number and name of responding entity.   |  |  |
|  | The agreement or purchase order resulting from this solicitation may qualify for Inter-local or Cooperative Contracting (Piggybacking) per the terms and conditions outlined in this solicitation. If applicable, do you agree to "piggyback" purchasing from other governmental agencies?  |  |  |
|  | <input checked="" type="checkbox"/> Yes   | <input type="checkbox"/> No  | Response shall include one (1) signed original and three (3) copies of bid response. |
| Printed Name<br><b>PAUL CRUEGAERT</b>              |   | Authorized Signature<br> |  |
| Failure to sign response will disqualify response. |   | Date<br><b>7/12/17</b>   |  |

Exhibit "A"

ORIGINAL

ATTACHMENT B:  
BIDDER'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 17-022  
BIDDER'S NAME: TEAM MARATHON FITNESS, INC. DATE: 7/12/17

Provide the name, address, telephone number and e-mail of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

1. Company's Name Brushy Creek mud - Community Center  
Name of Contact Betsy Schultz  
Title of Contact Community Center Coordinator  
E-Mail Address B.Schultz@bcmud.org  
Present Address 16318 Great Oaks Drive  
City, State, Zip Code Round Rock, TX 78681  
Telephone Number (512) 255-7871 x226 Fax Number: ( )
2. Company's Name City of Cedar Park Recreation Center  
Name of Contact Tim Dean  
Title of Contact Recreation Manager  
E-Mail Address tim.dean@cedarparktx.gov  
Present Address 1435 Main St.  
City, State, Zip Code Cedar Park, TX 78613  
Telephone Number (512) 401-5506 Fax Number: ( )
3. Company's Name City of Temple - Summit Recreation Center  
Name of Contact Ron Germann  
Title of Contact Summit Recreation Center Manager  
E-Mail Address rgermann@templetx.gov  
Present Address 620 Fryers Creek Cir  
City, State, Zip Code Temple, TX 76504  
Telephone Number (254) 298-5348 Fax Number: ( )

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

Exhibit "A"



ORIGINAL

ATTACHMENT C  
ADDENDUM ACKNOWLEDGMENT FORM

**NOTE:** If multiple addendums have been issued, Bidders may complete and return this attachment with their proposal in place of the individual addendums to be submitted. Failure to provide either this form or the individual addendums with signatures may result in disqualification of the proposal.

**Addenda Acknowledgment:** The undersigned acknowledges the receipt of the following Addenda:

Addendum #: 1 Dated: 7/11/17  
Addendum #: \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum #: \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum #: \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum #: \_\_\_\_\_ Dated: \_\_\_\_\_

Bidder (Company): TEAM MARATHON FITNESS, Inc  
DBA: MARATHON FITNESS

Signature (in ink): Paul Croegaert

Name (Typed/printed): PAUL CROEGAERT

Title: VICE PRESIDENT Date: 7/12/17

Exhibit "A"

EXERCISE EQUIPMENT LEASE  
IFB No. 17-022  
Class/Item: 805-05 / 805-57  
June 2017

**ORIGINAL**

**ATTACHMENT D  
TRADE-IN EQUIPMENT**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION  
RESPONSE ON TRADE-IN EQUIPMENT AS LISTED BELOW.

Solicitation No. 17-022 – Exercise Equipment Lease

| <u>Qty.</u> | <u>Item Number</u>     | <u>Description</u>  |
|-------------|------------------------|---|
| 8           | TRM 835 V2             | Precor, 835 Treadmill,<br>120 v – P30 Console, V2                                 |
| 2           | EFX 835 V2             | Precor, 835 EFX – Dual<br>Action w/Converging<br>Crossramp<br>P30 Console, V2     |
| 3           | EFX 835 V2             | Precor, 833 EFX – Fixed<br>Handrail w/Converging<br>Crossramp<br>P-30 Console, V2 |
| 4           | AMT 835-OS             | Precor, 835 AMT –<br>Adaptive Motion Trainer<br>w/Open Stride<br>P-30 Console     |
| 5           | RBK 835                | Precor, 835 RBK<br>Recumbent Bike<br>P-30 Console                                 |
| 6           | UBK 835                | Precor, UBK Upright Bike<br>P30 Console   |
| 7           | PHTCLCAP-<br>3210XX105 | Precor, Audio<br>Entertainment Cap  |

TOTAL TRADE-IN EQUIPMENT PRICE: \$ 11,500

**Exhibit "A"**



ORIGINAL

CITY OF ROUND ROCK  
IFB NO. 17-022  
EXERCISE EQUIPMENT LEASE

IFB No. 17-022

Addendum No. 1

Date: Tuesday, July 11, 2017

Addendum No. 1, dated, Tuesday, July 11, 2017, is being issued to respond to all questions submitted by the deadline on Friday, 07/07/17, @ 5:00 p.m. for IFB No. 17-022 – Exercise Equipment Lease as outlined below:

Question No. 1: In Part II, Specifications, 1. Scope/Service Requirements, 1.2. states that "Equipment must be inspected on a regular basis. CMRC requires vendor to maintain and calibrate fitness equipment once every month or as recommended by manufacturer".

Will the Clay Madsen Recreation Center require the awarded vendor to maintain and calibrate fitness equipment once every month or as recommended by manufacturer?

Answer: This is a general statement to assure that maintenance is provided on the equipment. The service can be provided during the regularly scheduled quarterly visits that are provided.

Question No. 2: In regards to Bid #17-022, our company does not lease individual pieces of equipment. I would like to know if I can give a total lease price for all the equipment on the bid?

Answer: The City of Round Rock has requested pricing for the lease of exercise equipment as itemized on the Attachment A: Bid Sheet, pages 18 of 22 and 19 of 22. Please refer to Attachment A: Bid Sheet.

Approved by: Michael Schurwon

Date: 07-11-17

Michael Schurwon, Purchaser

By the signatures affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED:

TEAM MARATHON FITNESS  
Vendor DBA MARATHON FITNESS

Paul Crockett  
Authorized Signature VP

7/12/17  
Date

RETURN ONE COPY SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

**Marathon Fitness**

Fitness Center Specialists

**Marathon Fitness**

www.MarathonFitness.com  
P.O. Box 17705  
Sugar Land, TX 77496  
Tel:(800) 391-9496 Fax:(888) 240-9360

**Sales Proposal**

|                              |                     |
|------------------------------|---------------------|
| Date<br>Feb 14, 2017         | Page<br>Page 1 of 1 |
| Proposal Number<br>QT0009934 |                     |

**Bill To:**

M2462 - City of Round Rock  
Accounts Payable  
221 E. Main St.  
Round Rock, TX 78664

**Ship To:**

City of Round Rock (PM)  
1600 Gattis School Rd.  
Round Rock, TX 78664

| Salesperson       |             | Proposal Valid Until  |              | Terms        |                |
|-------------------|-------------|---|--------------|--------------|----------------|
| Demariee Anderson |             | 4/15/2017   |              | Special      |                |
| Qty.              | Item Number | Description   | Unit Retail  | Sales Price  | Extended Price |
| 1                 | MISC        | Down Payment Rental Quote QT0009746<br>Includes freight, installation, 3 years parts, 3 years labor warranty and 3 years (quarterly) preventative maintenance | \$ 30,800.00 | \$ 30,800.00 | \$ 30,800.00   |

I accept the terms and conditions of this proposal. Prices are valid for 30 days. Equipment remains the property of Marathon Fitness until paid in full.

Signature: \_\_\_\_\_ PO# \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**DELIVERY INSTRUCTIONS:**

Must arrive by \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Loading Dock: Yes \_\_\_\_ No \_\_\_\_

Elevator: Yes \_\_\_\_ No \_\_\_\_

Frame: \_\_\_\_\_ Upholstery: \_\_\_\_\_

**Exhibit "A"**

|                 |                     |
|-----------------|---------------------|
| Subtotal        | \$ 30,800.00        |
| Sales Tax 0.00% | \$ 0.00             |
| <b>Total</b>    | <b>\$ 30,800.00</b> |



Exhibit "A"



## Marathon Fitness

www.MarathonFitness.com  
P.O. Box 17705  
Sugar Land, TX 77496  
Tel: (800) 391-9496 Fax: (888) 240-9360

## Sales Proposal

|                              |                     |
|------------------------------|---------------------|
| Date<br>Feb 1, 2017          | Page<br>Page 1 of 2 |
| Proposal Number<br>QT0009746 |                     |

**Marathon Fitness™***Fitness Center Specialists***Bill To:**

M2462 - City of Round Rock  
Accounts Payable  
221 E. Main St.  
Round Rock, TX 78664

**Ship To:**

City of Round Rock (PM)  
1600 Gattis School Rd.  
Round Rock, TX 78664

| Salesperson       |                   | Proposal Valid Until  |              | Terms        |                |
|-------------------|-------------------|---|--------------|--------------|----------------|
| Demariee Anderson |                   | 4/2/2017  |              | Net 30       |                |
| Qty.              | Item Number       | Description   | Unit Retail  | Sales Price  | Extended Price |
|                   | NOTE              | Full Cardio Replacement   |              |              |                |
| 8                 | TRM 835 V2        | TRM 835 Treadmill, 120v - P30 Console, Version 2  | \$ 8,755.00  | \$ 6,128.50  | \$ 49,028.00   |
| 2                 | EFX 835 V2        | Precor 835 EFX - Dual action w/Converging Crossramp- P30 Console, Version 2   | \$ 7,495.00  | \$ 5,246.50  | \$ 10,493.00   |
| 2                 | EFX 833 V2        | Precor 833 EFX - Fixed handrail w/Converging Crossramp- P30 Console, Version 2  | \$ 6,495.00  | \$ 4,546.50  | \$ 9,093.00    |
| 3                 | AMT 835 - OS      | AMT 835 - Adaptive Motion Trainer- P30 Console OPEN STRIDE30 Console  | \$ 9,395.00  | \$ 6,576.50  | \$ 19,729.50   |
| 4                 | RBK 835           | RBK 835 Recumbent Bike, P30 Console   | \$ 4,175.00  | \$ 2,922.50  | \$ 11,690.00   |
| 2                 | UBK 835           | UBK 835 Upright Bike, P30 Console   | \$ 3,865.00  | \$ 2,705.50  | \$ 5,411.00    |
| 21                | PHTCLCAP3210XX105 | Audio Entertainment Cap - 900 MHz integrated wireless audio receiver for P30 & P10 consoles   | \$ 199.00    | \$ 159.20    | \$ 3,343.20    |
| -1                | TRADE - EQUIPMENT | Trade-In Equipment<br>August/September 2014<br>8 - TRM 835 V2<br>AGNBH19140044<br>AGNBH20140014<br>AGNBH19140043<br>AGNBH20140013<br>AGNBH19140042<br>AGNBH20140012<br>AGNBG16140040<br>2 - EFX 835<br>ADFXGI7140074<br>ADFXE30130005<br>2 - EFX 833<br>AEXXC2740011<br>AEXXD02140007 | \$ 11,500.00 | \$ 11,500.00 | \$ -11,500.00  |

*Quotation continued on next page ...***Exhibit "A"**

**Marathon Fitness**

Fitness Center Specialists

**Marathon Fitness**

www.MarathonFitness.com  
P.O. Box 17705  
Sugar Land, TX 77496  
Tel:(800) 391-9496 Fax:(888) 240-9360

**Sales Proposal**

|                              |                     |
|------------------------------|---------------------|
| Date<br>Feb 1, 2017          | Page<br>Page 2 of 2 |
| Proposal Number<br>QT0009746 |                     |

**Bill To:**

M2462 - City of Round Rock  
Accounts Payable  
221 E. Main St.  
Round Rock, TX 78664

**Ship To:**

City of Round Rock (PM)  
1600 Gattis School Rd.  
Round Rock, TX 78664

| Salesperson       |             | Proposal Valid Until   |             | Terms       |                |
|-------------------|-------------|--|-------------|-------------|----------------|
| Demariee Anderson |             | 4/2/2017   |             | Net 30      |                |
| Qty.              | Item Number | Description  | Unit Retail | Sales Price | Extended Price |
|                   | NOTE        | 3 - AMT 835-OS<br>AJTEG31140021<br>AJTEB10140012<br>AJTEF19140036<br>4 - RBK 835<br>AXHGG23140018<br>AXHGG23140017<br>AXHGF26140006<br>AXHGF24140035<br>2 - UBK 835<br>AYZGG23140032<br>AYZGG23140031<br>Stairmaster Stepmill not included |             |             |                |

I accept the terms and conditions of this proposal. Prices are valid for 30 days. Equipment remains the property of Marathon Fitness until paid in full.

Signature: \_\_\_\_\_ PO# \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**DELIVERY INSTRUCTIONS:**

Must arrive by \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Loading Dock: Yes \_\_\_\_ No \_\_\_\_

Elevator: Yes \_\_\_\_ No \_\_\_\_

Frame: \_\_\_\_\_ Upholstery: \_\_\_\_\_

**Exhibit "A"**

|                 |              |
|-----------------|--------------|
| Subtotal        | \$ 97,287.70 |
| Sales Tax 0.00% | \$ 0.00      |

|       |              |
|-------|--------------|
| Total | \$ 97,287.70 |
|-------|--------------|

