



**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**

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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.

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.

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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 or Buyer Approved Equal	Treadmill 120v P30 Console, V2 Motor:

**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.

**Quantity:**

**Item:**

**Description:**

2

Precor, Model EFX 833 V2  
 or Buyer Approved  
 Equal

Treadmill  
 Fixed handrail  
 w/Converging Crossramp  
 P30 Console, Version 2

**Bearings:**

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.

**Foot Pedals:**

Oversized, polypropylene foot pedals fit your largest user and are easy to clean

**Ramp:**

Converging Adjustable CrossRamp®

**Biomechanics:**

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.

**Minimum Watts:**

18 watts

**Maximum Watts:**

720 watts

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**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

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<u>Quantity:</u>	<u>Item:</u>	<u>Description:</u>
4	Precor, Model No. RBK 835 of Buyer Approved Equal	<p>Recumbent Bike P30 Console</p> <p>Minimum Watts: 18 watts (level 1 at 20 RPM)</p> <p>Maximum Watts: 750 watts (level 25 at 150 RPM)</p> <p>Resistance Levels: 25</p> <p>3-Piece Crank: 3-piece crank tightens positively, reducing the need for periodic adjustments. The 170 mm crank arm accepts any standard road or mountain bike pedal.</p>

<u>Quantity:</u>	<u>Item:</u>	<u>Description:</u>
2	Precor, Model No. UBK 835 or Buyer Approved Equal	<p>Upright Bike P30 Console</p> <p>3-Piece Crank: 3-piece crank tightens positively, reducing the need for periodic adjustments. The 170 mm crank arm accepts any standard road or mountain bike pedal.</p> <p>Drive System: The two-stage drive system yields a smooth, comfortable, quiet operation with a lower start-up resistance and</p>

**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.

- 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 or 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 a firearm, 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.

**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.

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.



- 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.

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**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:	_____
	Solicitation Name:	Exercise Equipment Lease		Business Name:	_____
	Opening Date:	July 14, 2017		Address:	_____
	Opening Time:	On or Before 3:00 PM CST		Address:	_____
	Opening Location:	City of Round Rock City Hall, 1 <sup>st</sup> Floor Reception Desk 221 E. Main Street Round Rock, TX 78664		Contact:	_____
				Telephone:	_____
			E-mail:	_____	

**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		
2	Precor, Model EFX 835 V2, Treadmill, Qty. – 2 each, or buyers approved equal	36 Mo		
3	Precor, Model EFX 833 V2, Treadmill, Qty. – 2 each, or buyers approved equal	36 Mo		
4	Precor, Model AMT 835-OS, Trainer, Qty. – 3 each, or buyers approved equal	36 Mo		
5	Precor, Model RBK 835, Recumbent Bike, Qty. – 4 each, or buyers approved equal	36 Mo		
6	Precor, Model UBK 835, Upright Bike, Qty. – 2 each, or buyers approved equal	36 Mo		
7	Precor, Model PHTCLCAP 310XX105, Audio Entertain Cap, Qty. – 21 each, or buyers approved equal	36 Mo		

**ATTACHMENT A: BID SHEET  
 (Continued)**

<b>8</b>	Exercise Equipment Installation Costs	1 Lot		
<b>9</b>	Freight Charges	1 Lot		
<b>10</b>	(Less) Trade-In – Attachment D	1 Lot		
<b>11</b>	Down Payment, if applicable	1 Lot		
			Total: \$ _____	
<u>Buyout Option</u> – The City requires a \$1 buyout at the end of the 36 month- Check here to confirm _____				
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:

- That they have read and fully understand the solicitation and accept all terms and conditions set forth herein.
- The bidder is not currently delinquent in the payment of any debt owed to the City.

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?

Yes

No

**Response shall include one (1) signed original and three (3) copies of bid response.**

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

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

Failure to sign response will disqualify response.

**ATTACHMENT B:  
BIDDER'S REFERENCE SHEET**

**PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

**SOLICITATION NUMBER:** \_\_\_\_\_

**BIDDER'S NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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 \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
**E-Mail Address** \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (     )                      Fax Number: (     )
  
2. Company's Name \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
**E-Mail Address** \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (     )                      Fax Number: (     )
  
3. Company's Name \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
**E-Mail Address** \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (     )                      Fax Number: (     )

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

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

**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 #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Bidder (Company):** \_\_\_\_\_

**Signature (in ink):** \_\_\_\_\_

**Name (Typed/printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**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, 120 v – P30 Console, V2
2	EFX 835 V2	Precor, 835 EFX – Dual Action w/Converging Crossramp P30 Console, V2
3	EFX 835 V2	Precor, 833 EFX – Fixed Handrail w/Converging Crossramp P-30 Console, V2
4	AMT 835-OS	Precor, 835 AMT – Adaptive Motion Trainer w/Open Stride P-30 Console
5	RBK 835	Precor, 835 RBK Recumbent Bike P-30 Console
6	UBK 835	Precor, UBK Upright Bike P30 Console
7	PHTCLCAP- 3210XX105	Precor, Audio Entertainment Cap

**TOTAL TRADE-IN EQUIPMENT PRICE: \$** \_\_\_\_\_