



Amendment No. 3
to
Contract No. NC160000018
for
Exercise Equipment Maintenance and Repair
between
Wheels & Fitness in Motion of South Texas, LLC dba Fitness in Motion or Fitness in Motion of South Texas
and the
City of Austin

- 1.0 The City hereby amends the above referenced contract to increase available funding to accommodate outstanding invoices in an amount not to exceed \$25,000 effective July 16, 2019.

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 5/1/2016-3/31/2019	\$150,000.00	\$150,000.00
Amendment No. 1: Vender name change 11/20/18	\$0.00	\$150,000.00
Amendment No. 2: 120-Day Holdover 4/1/2019 to 8/5/2019	\$0.00	\$150,000.00
Amendment No.3: Administrative Increase 7/16/2019	\$25,000.00	\$175,000.00

- 2.0 MBE/WBE goals were not established for this contract.
- 3.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Sign/Date: _____

Printed Name: _____

Authorized Representative

Sign/Date: _____

Paul Trimble

Procurement Specialist II

Wheels & Fitness in Motion of South Texas,
LLC
8522 Broadway Street
Ste 101
San Antonio, TX 78217
210-828-4542
llaporte@austin.rr.com

City of Austin
Purchasing Office
124 W. 8th Street, Ste 310
Austin, TX 78701
512-974-1714
paul.trimble@austintexas.gov



Amendment No. 2
to
Contract No. NC160000018
for
Exercise Equipment Maintenance and Repair
between
Wheels & Fitness in Motion of South Texas, LLC dba Fitness in Motion or Fitness in Motion of South Texas
and the
City of Austin

- 1.0 The City hereby exercises the holdover provision of the above referenced contract for a period of 120 days in accordance with the holdover language in the "Term of Contract" provision which reads as follows:

"Upon expiration of the initial term or period of extension, the Contractor agrees to holdover under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing)."

- 2.0 Effective 3/28/19, the term for the holdover will be 4/1/19 to 8/5/19.
- 3.0 The total Contract amount is unchanged for the holdover period. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 5/1/2016-3/31/2019	\$150,000.00	\$150,000.00
Amendment No. 1: Vender name change 11/2018	\$0.00	\$150,000.00
Amendment No. 2: 120-Day Holdover 4/1/19 to 8/5/19	\$0.00	\$150,000.00

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Sign/Date:

8/9 Brian Rainey

Printed Name:

Brian Rainey
Authorized Representative

Sign/Date:

Paul Trimble 8/13/19

Paul Trimble

Procurement Specialist II

Wheels & Fitness in Motion of South Texas, LLC
8522 Broadway Street
Ste 101
San Antonio, TX 78217
210-828-4542

City of Austin
Purchasing Office
124 W. 8th Street, Ste 310
Austin, TX 78701
512-974-1714



Amendment No. 1
to
Contract No. NC160000018
for
Exercise Equipment Maintenance and Repair
between
Fitness in Motion
and the
City of Austin

- 1.0 The City hereby exercises the holdover provision of the above referenced contract for a period of 120 days in accordance with the holdover language in the "Term of Contract" provision which reads as follows:

"Upon expiration of the initial term or period of extension, the Contractor agrees to holdover under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing)."

- 2.0 Effective 3/28/19, the term for the holdover will be 4/1/19 to 8/5/19.
- 3.0 The total Contract amount is unchanged for the holdover period. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 5/1/2016-3/31/2019	\$150,000	\$150,000
Amendment No.1: Holdover	0	\$150,000

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Sign/Date:

Printed Name: Brian Rainey
Authorized Representative

Fitness in Motion
8522 Broadway Street
Ste 101
San Antonio, TX 78217

Sign/Date

Paul Trimble, Procurement Specialist II

City of Austin
Purchasing Office
124 W. 8th Street, Ste 310
Austin, TX 78701

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
FITNESS IN MOTION (“Contractor”)
for
EXERCISE EQUIPMENT MAINTENANCE & REPAIR
NC160000018**

This Contract is between Fitness In Motion having offices at San Antonio, TX 78217 and the City, a home-rule municipality incorporated by the State of Texas, and is effective on 5/1/16. Solicitation requirements are met by using Contractor’s BuyBoard Contract No. 502-16.

1.1 This Contract is composed of the following documents:

- 1.1.1 BuyBoard Contract No. 502-16
- 1.1.2 This Contract
- 1.1.3 Exhibit A, Supplemental Terms
- 1.1.4 Exhibit B, Fitness In Motion’s Quote, dated 4/22/16, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 BuyBoard Contract No. 502-16 as referenced in Section 1.1.1
- 1.2.2 This Contract
- 1.2.3 Supplemental Terms as referenced in Section 1.1.3
- 1.2.4 The Contractor’s Offer as referenced in Section 1.1.4, including subsequent clarifications

1.3 Quantity. Quantity of goods or services as described in Exhibit B.

1.4 Term of Contract. The Contract shall be in effect until 3/31/2019.

1.5 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$50,000 per year for a total amount Not-to-Exceed \$150,000.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

FITNESS IN MOTION

Loon LaPorte
Printed Name of Authorized Person

[Signature]
Signature

Regional Manager
Title:

5.18.16
Date:

Exhibit A – Supplemental Terms
Exhibit B – Fitness in Motion's Quote dated 4/22/16

CITY OF AUSTIN

Erin D'Vincent

Printed Name of Authorized Person

[Signature]
Signature

Senior Buyer Specialist

Title:

5.18.16
Date:

Exhibit A

The following Supplemental Purchasing Provisions apply to this Contract:

1. **INSURANCE:** Insurance is required.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000

Exhibit A

bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

2. **TERM OF CONTRACT:**

A. The Contract shall be in effect until 3/31/2019.

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

3. **QUANTITIES:** The quantities listed herein are annual estimates for the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. There are no minimum order quantities.

4. **DELIVERY/SERVICE REQUIREMENTS:**

Locations: To be issued on each order

A. Delivery is to be made within the timeframe specified by each Contract Manager after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.

B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.

C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.

D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the address identified on each delivery order.

Exhibit A

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. **PUBLISHED PRICE LISTS:**

- A. Offerors may quote using published price lists in the following ways:
 - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

7. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to any Department by the Contractor, all subcontractors, and their employees will be strictly controlled at all times by the City. Security badges will be issued by each Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to each Contract Manager at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

Exhibit A

- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

8. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12-months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 80%	
Database Name: Employment Cost Index	
Series ID: CIS20100003000001	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: All	
Description of Series ID: Service occupations	
Applicable to labor rates	

Exhibit A

Weight % or \$ of Base Price: 20%	
Database Name: Producer Price Index	
Series ID: pcu8113--8113--	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: All	
Description of Series ID: Commercial machinery repair and maintenance	
Applicable to cost of parts	

E. **Calculation:** Price adjustment will be calculated as follows:

Composite Indexes: Based on one or more weighted indexes reflecting pricing elements of a good or service. The weighted percentage for each index is defined in D iii. above.

For Each Index: Index at the time of calculation
Divided by each Index on solicitation close date
Equals change factor for each index
Multiply each Base Price of relevant line items by the percentage of price attributed to each index = weighted price
Multiply weighted price by change factor for each index
Equals the Adjusted Price for the portion of the Base Price subject to each Index
Add all adjusted prices for each item together
Equals Adjusted Price for each item

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

9. **CONTRACT MANAGERS:** The following people are designated as Contract Managers, and will act as the contact point between the City and the Contractor during the term of the Contract:

Department	Contract Manager	Email Address
Austin Fire Department	Karen Bitzer	Karen.Bitzer@austintexas.gov
Austin Police Department	Albert Banda	Alberto.Banda@austintexas.gov
Aviation Department	Marsha Wells	Marsha.Wells@austintexas.gov
Parks & Recreation Department	Patricia Rossett	Patricia.Rossett@austintexas.gov
Building Services Department		

Exhibit B

BID 5005

FITNESS IN MOTION

REMIT PAYMENT TO:
 CORPORATE OFFICE
 8522 BROADWAY,
 STE 101, SAN ANTONIO TX 78217
 PHONE 210-828-4542 FAX 210-828-9413
 QUESTIONS CALL 512-585-3485 OR EMAIL llaporte@austin.rr.com

SHIP TO

LOCATIONS BELOW

SOLD TO

CITY OF AUSTIN

SALESPERSON	TERMS		BUYBOARD		PO	
LORNE LAPORTE	NET 10		502-16			

QTY	ITEM #	DESCRIPTION	LOCATION	UNIT PRICE	TOTAL SALE	YEARLY AMOUNT
3	PMA	12 CARDIO	APD HQ	\$92.00	\$276.00	\$1,104.00
1	PMA	6 CARDIO	APD EAST SUB	\$92.00	\$92.00	\$368.00
2	PMA	5 CARDIO	APD NRTH SUB	\$92.00	\$184.00	\$736.00
9	PMA	4 PIECES OF CARDIO AT EACH LOCATION 9 LOCATIONS	REC CENTERS	\$92.00	\$828.00	\$3,312.00
		DITMAR				
		DOVE SPRINGS				
		MONTOPOLIS				
		PAM AM	2 LIFE TREADS			
		PARQUE ZAROGOSA	1 LIFE ELLIP			
		DIUFFIE	1 LIFE BIKE			
		GIVENS				
		TURNER ROBERTS				
		GUS GARCIA				
6	PMA	19 STRENGTH PIECES 5 CARDIO 24	AMPCO	\$92.00	\$552.00	\$2,208.00
5	PMA	14 STRENGTH 6 CARDIO	MAINTANCE	\$92.00	\$460.00	\$1,840.00
45	PMA	ALL STATIONS MARCH EQUIPMENT MAINTANCE CHECKS	AFD	\$92.00	\$4,140.00	\$16,560.00
5	PMA	19 PIECES OF CARDIO	RUTHERFORD	\$92.00	\$460.00	\$1,840.00
2	PMA					
		92 PMA RATE IS BASED ON 4 PIECES OE LESS PER VISIT				
1	SERVICE	HOURLY RATE	35 PER HOUR	TOTAL	\$6,716.00	\$27,968.00
1	PARTS	DISCOUNT	10 % OFF MSRP			

BY SIGNATURE ON AND OR PAYMENT OF THEIS INVOICE YOU ACCEPT AND ACKNOWLEDGE THE FOLLOWING CONDITIONS AND TERMS.
 SALES ARE FINAL FOR ALL FITNESS EQUIPMENT, INCLUDING SPECIAL ORDERS, DEMO MODELS, AND CLEARANCE ITEMS. ALL OTHER
 RETURNS MUST BE MADE WITH IN 14 DAYS, WITH RECIEPT, AND ARE SUBJECT TO A 30% RESTOCKING FEE.

**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 4th day of April, 2016

CONTRACTOR
Authorized
Signature

Fitness In Motion
SS
Commercial Manager

Title

NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspected or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

CONTRACTOR

Authorized
Signature

Title

Fitness In Motion
[Signature]
Commercial Manager

NONRESIDENT BIDDER PROVISIONS

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

Answer: No

(1) Texas Resident Bidder – A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder – A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state.

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____ Bidder's Name: _____

CONTRACTOR

Authorized
Signature

Title

Fitzgerald Motor
E
Commercial Manager



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

January 11, 2016

Sent Via E-mail: llaporte@austin.rr.com

Lorne LaPorte
Fitness In Motion
10900 Ressearch Blvd.
Austin, TX 78759

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Athletic, P.E. and Gymnasium Supplies, Equipment, Heavy Duty Exercise Equipment and Accessories No. 502-16

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 4/1/2016 through 3/31/2017, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 502-16 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions
- Vendor Billing Procedures

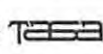
You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by fax (1-800-211-5454) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **BuyBoard Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
BuyBoard Procurement Director
v.12.15



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.



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4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS

Company: Fitness in Motion General Contact Name: Lorne LaPorte

Purchase Orders: Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:

☒ I will use the **INTERNET** to receive purchase orders.

E-mail Address: llaporte@Austin.rr.com

Internet Contact: Lorne LaPorte Phone: 512-585-3485

Alternate E-mail Address: fitnessinmotion@a@yahoo.com

Alternate Internet Contact: Mike Nichols Phone: 210-828-4542

☐ I will receive purchase orders via **FAX**.

Fax Number: _____

Fax Contact: _____ Phone: _____

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: llaporte@Austin.rr.com

Alternate E-mail Address: fitnessinmotion@a@yahoo.com

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: 8522 Broadway, S101 Department: _____

City: San Antonio State: TX Zip Code: 78217

Contact Name: Lorne LaPorte Phone: 512-585-3485

Fax: 512-218-9148 E-mail Address: llaporte@Austin.rr.com

Alternative E-mail Address: fitnessinmotion@a@yahoo.com



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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (v) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Fitness in Motion

Company Name

Ron Adams

Signature of Authorized Company Official

Ron Adams

Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Fitness in Motion

Company Name

Ron Adams

Signature of Authorized Company Official

Ron Adams

Printed Name



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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (✓) one of the following.

☒ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name Address

City State Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☒ No

B. What is the prescribed amount or percentage? \$ _____ or _____ %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (✓) one of the following.

☐ Yes

☐ No *N/A*

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Fitness in Motion of South Texas

Company Name

Ron Adams

Signature of Authorized Company Official

Ron Adams

Printed Name



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply

- ☐ I certify that my company has been certified as a HUB in the following categories:
- ☐ **Minority Owned Business**
 - ☐ **Women Owned Business**
 - ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

Name of Certifying Agency:

- ☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Fitness in Motion of South Texas, LLC
Company Name
Don Adams
Signature of Authorized Company Official
Don Adams
Printed Name



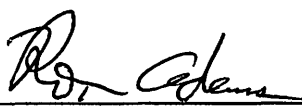
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AFFIRMATION REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

<u>Fitness in Motion of South Texas, LLC.</u>	
	Company Name
Signature of Authorized Company Official	<u>Ron Adams</u> Printed Name
	<u>9-29-15</u> Date



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BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard? Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services.¹ Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

What is BuyBoard's Procurement Process? The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

How does BuyBoard award a contract to a vendor? As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. **THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract? You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard?

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to www.buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

What should BuyBoard members consider when using BuyBoard for construction-related purchases? While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.

When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:



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- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.ⁱⁱ This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. **YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT.** Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.ⁱⁱⁱ
 - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.^{iv} (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)
 - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.^v The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.^{vi}
 - **Independent Testing.** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.
 - **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.^{vii}



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- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project.^{viii} Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.

For more information about BuyBoard, contact us at 800-695-2919.

-
- i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
 - ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
 - iii. Tex. Gov't Code §2254.004 and §791.011(h)
 - iv. Tex. Occ. Code §1051.703
 - v. Tex. Occ. Code §1001.0031(c)
 - vi. Tex. Occ. Code §1001.053
 - vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
 - viii. Tex. Gov't Code §2253.021(a)

Issued March 31, 2014



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DEVIATION AND COMPLIANCE SIGNATURE FORM

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

- ☒ **No;** Deviations
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☐ Common Carrier ☒ Company Truck ☒ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 21 ARO

4. Vendor Reference/Quote Number: 2001

5. State your return policy: 30% Restocking fee on non-stock or special orders; 14 day return policy

6. Are electronic payments acceptable? ☒ Yes ☐ No

Fitness in Motion of South Texas, LLC.
Company Name

Ron Adams
Signature of Authorized Company Official

Ron Adams
Printed Name



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

Fitness in Motion of South Texas, LLC
Company Name
8522 Broadway, Ste 101
Address
San Antonio TX 78217
City State Zip
210-828-4542 210-828-9413
Phone Number Fax Number
Mike Nichols
Contact Person

Fitness in Motion of South Texas, LLC
Company Name
10900 Research Blvd, S200
Address
Austin TX 78759
City State Zip
512-585-3485 512-218-9148
Phone Number Fax Number
Lorne LaPorte
Contact Person



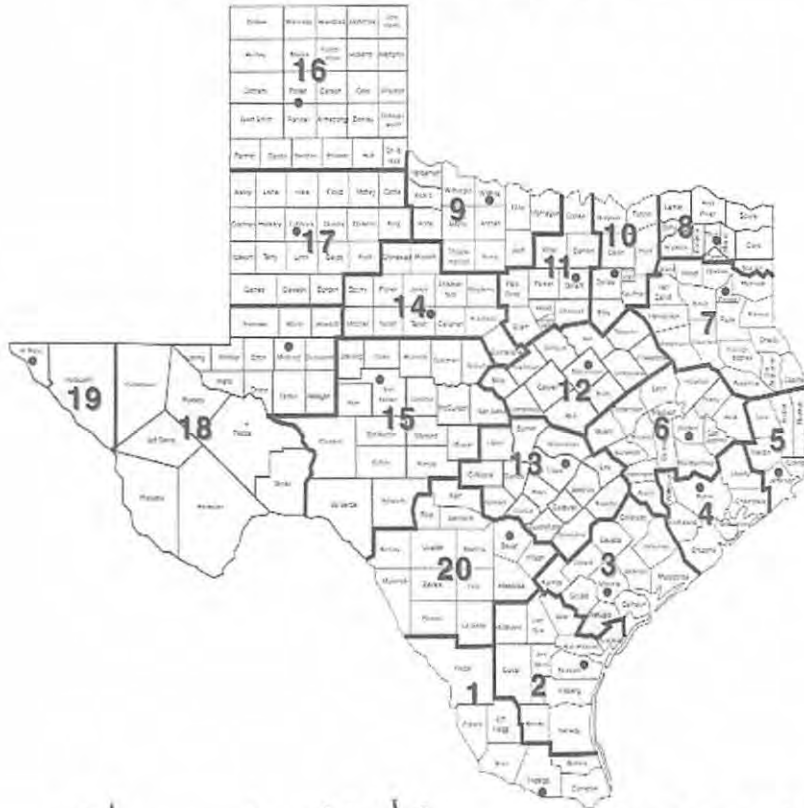
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TEXAS REGIONAL SERVICE DESIGNATION

Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!

The Cooperative (referred to as "Texas Cooperative" in this Form I and Form J, State Service Designation) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- ☒ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region Headquarters

- | | | |
|--------------------------|----|----------------|
| <input type="checkbox"/> | 1 | Edinburg |
| <input type="checkbox"/> | 2 | Corpus Christi |
| <input type="checkbox"/> | 3 | Victoria |
| <input type="checkbox"/> | 4 | Houston |
| <input type="checkbox"/> | 5 | Beaumont |
| <input type="checkbox"/> | 6 | Huntsville |
| <input type="checkbox"/> | 7 | Kilgore |
| <input type="checkbox"/> | 8 | Mount Pleasant |
| <input type="checkbox"/> | 9 | Wichita Falls |
| <input type="checkbox"/> | 10 | Richardson |
| <input type="checkbox"/> | 11 | Fort Worth |
| <input type="checkbox"/> | 12 | Waco |
| <input type="checkbox"/> | 13 | Austin |
| <input type="checkbox"/> | 14 | Abilene |
| <input type="checkbox"/> | 15 | San Angelo |
| <input type="checkbox"/> | 16 | Amarillo |
| <input type="checkbox"/> | 17 | Lubbock |
| <input type="checkbox"/> | 18 | Midland |
| <input type="checkbox"/> | 19 | El Paso |
| <input type="checkbox"/> | 20 | San Antonio |

Fitness in Motion of South Texas, LLC
Company Name
Ron Adams
Signature of Authorized Company Official
Ron Adams
Printed Name

- ☐ I will not service members of the Texas Cooperative.



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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete Form I, Texas Regional Service Designation.)*

☒ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New York |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Mississippi | |
| <input type="checkbox"/> Missouri | |
| <input type="checkbox"/> Montana | |

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Fitness in Motion of South Texas, LLC
Company Name

Ron Adams
Signature of Authorized Company Official

Ron Adams
Printed Name



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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on Form J, State Service Designation, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on Form J (State Service Designation Form) of this Proposal Invitation. Any changes to the states designated on Form J must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.



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6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Fitness in Motion of South 502-16
Name of Vendor TEXAS, LLC Proposal Invitation Number

Ron Adams Ron Adams
Signature of Authorized Company Official Printed Name of Authorized Company Official

9-29-15
Date



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FEDERAL AND STATE / PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 56817.15 (The period of the 12 month period is Jan 2017 / Dec 2017). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

YES ☒ NO ☐

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.	30	\$ 5K	8 70
2. T-PASS			
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council			
6. Other			

☐ MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 5-30% Proposed Discount (%): 5-70-30%

Explanation: We are offering many different manufacturers with different discount due to different margins for each

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Fitness in Motion of South Texas, LLC
Company Name

Ron Adams

Signature of Authorized Company Official
FORM L

Ron Adams
Printed Name

COMM.V.3.31.15



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REFERENCES, PRICE/DISCOUNT INFORMATION AND MARKETING STRATEGY

PART I: For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Discount	Quantity/ Volume	FOB Term
1. North East ISD	Teresa March	210-490-6100, 280	25%	\$144K	8%
2. McNeil HS	Levi Steele	512-464-6300	20%	\$8K	8%
3. City of San Antonio Fire Dept.	Betsy Rose	210-207-6632	20%	\$80K	8%
4. City of San Antonio Senior Centers	Jackie Mender	210-207-4088	20%	\$736.00	8%
5. City of Austin Waste Dept	Natacha Delusca	512-977-2995	20%	\$287.00	8%

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? YES ☒ NO ☐ If YES, please explain: we sometimes try to

meet customers budget.

PART II: For your Proposal to be considered, you must submit the **MARKETING STRATEGY** you will use if the Cooperative accepts all or part of your Proposal. (Example: How you will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.) Attach additional pages if necessary.

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Fitness in Motion of South Texas, LLC

Company Name

Ron Adams
Signature of Authorized Company Official

Ron Adams
Printed Name

FITNESS IN MOTION BUYBOARD MARKETING PLAN

1 MARKETING VISION

A GOALS – Fitness In Motion goal is to sell fitness equipment and provide service to any and all Buy board Facilities that have exercise equipment in the state of Texas and possibly beyond for any national bid request. We believe strongly we will average over 400k or more per year in sales.

B PURPOSE – Our purpose is to establish relationships with those decision makers with someone local they can see and trust to not only sell, but install, and service after the sale. Our intentions are to reach out every customer we can in the various market segments and show the customer that we are 2nd largest seller of fitness equipment in the state of Texas, and we can provide them with different product choices, not just one brand.

2 CUSTOMER

A MARKET DESCRIPTION – We will be targeting all city, high school, and recreation fitness centers in Texas. Any state dept. business who may need fitness equipment.

B DIFFERENTIATORS - We plan on going after these various locations with sales calls, emails, and in person visits with our 3 person state wide sales team. Being local plays a big advantage, so our reps can meet with customers face to face.

43 CORE STRATEGY – Our strategy is to market our brands and service, Through a direct mailer we have done in the past by acquiring the buy board mailing list we plan on doing this mailer in Feb 2016.

A BRAND OFFERINGS

We are offering over 4500 product models that are not represented by many competitors.

5 MARKETING MATERIALS – We can provide product literature or pdfs on all products as well links to the web site for the product represented. We also can provide videos on how to use the equipment.

A PRODUCT LITERATURE - We can provide any customer with product literature or pdfs of any product they want to consider.

B WEBSITE – fitnessinmotionsouthtexas.com

It shows all of our store locations and reps, as well as product lines.

6 LEAD GENERATION

A AB DATA – We have a source that gets us every building permit in Texas. Any new building we know about and call on.

B REFERRALS – We get a lot of calls from schools and city dept's across the state looking for someone local. With 18 stores across Texas we are well known and have in house service techs out of each store.

7 LEAD CONVERSION PLAN – All leads will be logged....and kept track of to see how the results fair.

8 SERVICE EXPERIENCE – This is our best attribute. We install and service everything we sell ourselves in house. We have 6 service techs who cover the whole state, with all of them being with us for over 9 years or more. We get to our appts. within 48 hours and we can offer overnight parts upon request. The products quoted have the best warranties in the industry and we back it up with a strong service team.

9 ADVERTISING – We plan on having our Buy board manager Ron Adams focus on our target markets (all fitness centers), and distribute our price list as much as possible.

10 SALES FORCAST – Our goal is to 400k in sales per year with our Buyboard contract.

11 FITNESS IN MOTION INFORMATION

WHEELS AND FITNESS IN MOTION OF SOUTH TEXAS, LLC

TAX ID # 752722528

8522 BROADWAY STE 101 SAN ANTONIO TX 78217

210-828-4542 W 210-828-9413 F 512-585-3485 C LORNE LAPORTE

BUSINESS START DATE 06/01/1997 ACCOUNTS RECEIVABLE PAUL CUEVAS

ACCOUNT PERIOD CLOSSES 12/31 #OF EMPLOYEES 28



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CONFIDENTIAL/PROPRIETARY INFORMATION FORM

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)



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B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:



NO, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.



YES, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Fitness in Motion of South Texas, LLC

Company Name

Ron Adams
Signature of Authorized Company Official

Ron Adams
Printed Name

9-29-15
Date



Dana DeBeauvoir Travis County Clerk

Phone: (512) 854-9188
www.traviscountyclerk.org
Mailing Address: P.O. Box 149325, Austin, Texas 78714-9325

Recording, Elections, Computer Resources, Accounting, and Administration Divisions

5501 Airport Boulevard, Austin, Texas 78751

Misdemeanor Records, Civil/Probate/Commissioners Court Minutes, and Records Management Divisions

1000 Guadalupe, Austin, Texas 78701

ASSUMED NAME CERTIFICATE FOR INCORPORATED BUSINESS OR PROFESSION, LIMITED PARTNERSHIP, LIMITED LIABILITY PARTNERSHIP, LIMITED LIABILITY COMPANY, OR FOREIGN FILING ENTITY

A corporation, limited partnership, limited liability partnership, limited liability company, or foreign filing entity must file a certificate under this subchapter if the entity:

- (1) regularly conducts business or renders professional services in this state under an assumed name; or
- (2) is required by law to use an assumed name in this state to conduct business or render professional services.

ASSUMED NAME under which the business or professional service is or is to be conducted (print clearly):

Fitness In Motion South Texas

PHYSICAL ADDRESS OF BUSINESS (print clearly):

Address: 8522 Broadway 5101

City: San Antonio State: TX Zip Code: 78217

I hereby specify that this registrant is:

- ☒ A for-profit corporation, nonprofit corporation, professional corporation, professional association, or other type of corporation.
- ☐ A limited partnership, limited liability partnership, or limited liability company.
- ☐ Another type of incorporated business, professional or other association, or legal entity, foreign or domestic.

Registrant's name as stated in the registrant's certificate of formation or application filed with the office of the Secretary of State or other comparable document:

PAUL COWAN

State, country, or other jurisdiction under the laws of which the registrant was incorporated or organized:

Texas, Bexar

Period, not to exceed 10 years, during which the registrant will use the assumed name: _____

Street or mailing address of the registrant's principal office in this state or outside this state, as applicable:

SAME AS ABOVE

County or counties in this state where the registrant is or will be conducting business or rendering professional services under the assumed name.

- ☒ All Counties ☐ All Counties except: _____
- ☐ Only the following Counties: _____

Dana DeBeauvoir Travis County Clerk

www.traviscountyclerk.org

This certificate must be executed and acknowledged:

- (A) by each individual whose name is required to be stated in the certificate or the individual's representative or attorney-in-fact; and
 (B) under oath on behalf of each person whose name is required to be stated in the certificate and who is not an individual, by: (1) the person's representative or attorney-in-fact; or (2) a joint venturer, general partner, trustee manager, officer, or other person having authority regarding the person comparable to the person's representative or attorney-in-fact. A certificate executed and acknowledged by an attorney-in-fact must include a statement that the attorney has been authorized in writing by the attorney's principal to execute and acknowledge the certificate.

Name Paul Cuevas Signature [Signature]

Name _____ Signature _____

Name _____ Signature _____

FOR USE BY NOTARY AND CLERK OF THE COURT, DEPUTY. The State of Texas and County of Travis:

Before me, the undersigned authority, on this day personally appeared: _____

known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they signed the same purpose and consideration therein expressed. Given under my hand and seal of office, on _____

Signature of Notary Public in and for the State of Texas or Clerk of the Court, Deputy

Seal of the Notary Public or Clerk of the Court, Deputy

INFORMATION WHERE DOCUMENT SHOULD BE RETURNED
 (to be completed by applicant):

In the spaces below, clearly print the name, address, city, state, and zip code where this document should be returned

Form of identification presented: _____

we started bid process 1 week ago and did not have ample time to get certified copy.



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VENDOR BUSINESS NAME FORM

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Wheels and Fitness in Motion of South Texas LLC
(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)

Please check (✓) one of the following:

Type of Business:

Individual/Sole Proprietor _____
Corporation _____
Limited Liability Company ☒ _____
Partnership _____
Other _____

If other, identify _____

State of Incorporation (if applicable): TX

Federal Employer Identification Number: [REDACTED]
(Vendor must include a completed W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: (Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)

Fitness in Motion of South Texas, LLC



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FORMS CHECKLIST

(Please check (✓) the following)

- ☒ Completed: **Proposer's Agreement and Signature** (Form A)
- ☒ Completed: **Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options** (Form B)
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification** (Form C)
- ☒ Completed: **Resident/Nonresident Certification** (Form D)
- ☒ Completed: **Historically Underutilized Business (HUB) Certification** (Form E)
- ☒ Completed: **Affirmation Regarding Construction Related Goods and Services** (Form F)
- ☒ Completed: **Deviation/Compliance Signature Form** (Form G)
- ☒ Completed: **Dealership Listings** (Form H)
- ☒ Completed: **Texas Regional Service Designation** (Form I)
- ☒ Completed: **State Service Designation** (Form J)
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement** (Form K)
- ☒ Completed: **Federal and State/Purchasing Cooperative Discount Comparison Form** (Form L)
- ☒ Completed: **References, Price/Discount Information, and Marketing Strategy** (Form M)
- ☒ Completed: **Confidential/Proprietary Information Form** (Form N)
- ☒ Completed: **Vendor Business Name Form** (Form O)
- ☒ Completed: **Forms Checklist** (Form P)
- ☒ Completed: **Proposal Specification Form with Catalogs/Pricelists and Evaluation Items** (Form Q)

~~*Catalogs/Pricelists must be submitted with proposal response or response will not be considered.~~



Proposal No. 502-16-Athletic, PE and Gymnasium Equipment and Supplies and Heavy Duty Exercise Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions
NOTE: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form (Form O) must submit the information as follows or proposal may not be considered: • Manufacturers shall be listed in alphabetical order • Vendor's must list one specific percentage discount for each Manufacturer listed. If a vendor's response to Proposal Specification Form (Form O) states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form (Form O) or Vendor's proposal may not be considered.					
Section I: Athletic and P.E. Products					
1	Discount (%) Off Catalog/Pricelist for All Athletic Supplies	Discount (%) Off Catalog/Pricelist for All Athletic Supplies . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
2	Discount (%) Off Catalog/Pricelist for All Athletic Equipment	Discount (%) Off Catalog/Pricelist for All Athletic Equipment . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>5-30</u> %	Fitness Innovation of South Texas	
3	Discount (%) Off Catalog/Pricelist for All Athletic Clothing and Shoes	Discount (%) Off Catalog/Pricelist for All Athletic Clothing and Shoes . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
4	Discount (%) Off Catalog/Pricelist for All Football Helmets	Discount (%) Off Catalog/Pricelist for All Football Helmets . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
5	Discount (%) Off Catalog/Pricelist for All P.E. Supplies	Discount (%) Off Catalog/Pricelist for All P.E. Supplies . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
6	Discount (%) Off Catalog/Pricelist for All P.E. Equipment	Discount (%) Off Catalog/Pricelist for All P.E. Equipment . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



Proposal No. 502-16-Athletic, PE and Gymnasium Equipment and Supplies and Heavy Duty Exercise Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions
Section II: Commercial Grade/Heavy Duty Exercise Equipment					
7	Discount (%) Off Catalog/Pricelist for All Commercial Grade Treadmills	Discount (%) Off Catalog/Pricelist for All Commercial Grade Treadmills . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	15-30 %	Fitness In Motion of South Texas	
8	Discount (%) Off Catalog/Pricelist for All Commercial Grade Exercise Bicycles	Discount (%) Off Catalog/Pricelist for All Commercial Grade Exercise Bicycles . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	15-30 %	Fitness in Motion of South Texas	
9	Discount (%) Off Catalog/Pricelist for All Commercial Grade Elliptical Cross-Trainers	Discount (%) Off Catalog/Pricelist for All Commercial Grade Elliptical Cross-Trainers . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	15-30 %	Fitness in Motion of South Texas	
10	Discount (%) Off Catalog/Pricelist for All Commercial Grade Stair Climbers	Discount (%) Off Catalog/Pricelist for All Commercial Grade Stair Climbers . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	15-30 %	Fitness in Motion of South Texas	
11	Discount (%) Off Catalog/Pricelist for All Commercial Grade Selectorized Strength Training Equipment	Discount (%) Off Catalog/Pricelist for All Commercial Grade Selectorized Strength Training Equipment . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	5-20 %	Fitness in Motion of South Texas	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



Proposal No. 502-16-Athletic, PE and Gymnasium Equipment and Supplies and Heavy Duty Exercise Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions
12	Discount (%) Off Catalog/Pricelist for All Commercial Grade Computerized Strength Training Equipment	Discount (%) Off Catalog/Pricelist for All Commercial Grade Computerized Strength Training Equipment . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>5-20</u> %	Fitness in Motion of South Texas	
13	Discount (%) Off Catalog/Pricelist for All Commercial Grade Plate Loaded Strength Training Equipment	Discount (%) Off Catalog/Pricelist for All Commercial Grade Plate Loaded Strength Training Equipment . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>5-20</u> %	Fitness in Motion of South Texas	
14	Discount (%) Off Catalog/Pricelist for All Commercial Grade Free Weights	Discount (%) Off Catalog/Pricelist for All Commercial Grade Free Weights . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>5-20</u> %	Fitness in Motion of South Texas	
15	Discount (%) Off Catalog/Pricelist for All Other Commercial Grade Equipment and Accessories	Discount (%) Off Catalog/Pricelist for All Other Commercial Grade Equipment and Accessories . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>5-20</u> %	Fitness in Motion of South Texas	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



Proposal No. 502-16-Athletic, PE and Gymnasium Equipment and Supplies and Heavy Duty Exercise Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions
16	Discount (%) Off Catalog/Pricelist for All Outdoor Commercial Grade Exercise Equipment	Discount (%) Off Catalog/Pricelist for All Outdoor Commercial Grade Exercise Equipment . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
17	Discount (%) Off Catalog/Pricelist for Rental of All Types of Commercial Grade Exercise Equipment	Discount (%) Off Catalog/Pricelist for Rental of All Types Commercial Grade Exercise Equipment (Indoor/Outdoor) . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
Section III: Gymnasium and Outdoor Field Equipment and Supplies					
18	Discount (%) Off Catalog/Pricelist for Gymnasium Spectator Seating and Accessories	Discount (%) Off Catalog/Pricelist for Gymnasium Spectator Seating and Accessories (all types including but not limited to fixed, telescoping, portable, etc.) . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
19	Discount (%) Off Catalog/Pricelist for Basketball Backstops, Backboards, Goals and Accessories	Discount (%) Off Catalog/Pricelist for Basketball Backstops, Backboards, Goals and Accessories (all types including but not limited to wall mount, ceiling mount, folding, stationary, etc.) . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
20	Discount (%) Off Catalog/Pricelist for Gymnasium Divider Curtains and Accessories	Discount (%) Off Catalog/Pricelist for Gymnasium Divider Curtains and Accessories (all types including but not limited to motorized, manual, etc.) . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		

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Proposal No. 502-16-Athletic, PE and Gymnasium Equipment and Supplies and Heavy Duty Exercise Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions
21	Discount (%) Off Catalog/Pricelist for Gymnasium Wall Pads and Accessories	Discount (%) Off Catalog/Pricelist for Gymnasium Wall Pads and Accessories (all types) . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
22	Discount (%) Off Catalog/Pricelist for Gymnasium Floor Mats and Accessories	Discount (%) Off Catalog/Pricelist for Gymnasium Floor Mats and Accessories (all types) . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
23	Discount (%) Off Catalog/Pricelist for Gymnasium Volleyball Systems and Accessories	Discount (%) Off Catalog/Pricelist for Gymnasium Volleyball Systems and Accessories (all types including but not limited to standards, nets, rope tensioners, boundary markers, antennae, floor plates, floor sleeves, floor anchors, judges stands, center standard center, transporters, wall storage hooks, protective pads, etc.) . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
24	Discount (%) Off Catalog/Pricelist for Gymnasium Scoreboards and Accessories	Discount (%) Off Catalog/Pricelist for Gymnasium (Indoor) Scoreboards & Accessories (all types including but not limited to basketball, hockey, swimming, volleyball, wrestling, etc.) . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
25	Discount (%) Off Catalog/Pricelist for Gymnasium Floor Covers and Accessories	Discount (%) Off Catalog/Pricelist for Gymnasium Floor Covers & Accessories (all types) . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		

PROPOSAL NOTE

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Proposal No. 502-16-Athletic, PE and Gymnasium Equipment and Supplies and Heavy Duty Exercise Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions
26	Discount (%) Off Catalog/Pricelist for Repair Parts	Discount (%) Off Catalog/Pricelist for Repair Parts (for all types of gymnasium equipment) . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
27	Discount (%) Off Catalog/Pricelist for Outdoor Sports Barrier Netting Products	Discount (%) Off Catalog/Pricelist for Outdoor Sports Barrier Netting Products . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
28	Discount (%) Off Catalog/Pricelist for All Other Gymnasium and Outdoor Field Equipment and Accessories	Discount (%) Off Catalog/Pricelist for All Other Gymnasium and Outdoor Field Equipment and Accessories . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	<u>N/A</u> %		
Section IV: Hourly Labor Rate			Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
29	Not to Exceed Hourly Labor Rate for Installation/Repair of Athletic Equipment	Hourly Labor Rate for Installation/Repair of Athletic Equipment -- State the Not to Exceed hourly labor rate for Installation/Repair of Athletic Equipment.	\$ <u>35</u> /Hour		
30	Not to Exceed Hourly Labor Rate for Installation/Repair of Gymnasium Equipment	Hourly Labor Rate for Installation/Repair of Gymnasium Equipment -- State the Not to Exceed hourly labor rate for Installation/Repair of Gymnasium Equipment.	\$ <u>N/A</u> /Hour		

PROPOSAL NOTE

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