



**AGREEMENT PURSUANT TO SOLICITATION
CITY OF MESA AGREEMENT NUMBER 2023014
COMMERCIAL GRADE FITNESS EQUIPMENT**

CITY OF MESA, Arizona (“City”)

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450 Mesa, AZ 85201
Attention	Brandy Andersen, MPA, NIGP-CPP, CPPO, CPPB Procurement Supervisor
E-Mail	Brandy.Andersen@MesaAZ.gov
Phone	(480) 644-6426

With a copy to: City of Mesa – Fire and Medical Department
Attn: Lori Miller, Program Assistant
P.O. Box 1466
Mesa, AZ 85211-1466
Lori.Miller@MesaAZ.gov

AND

FITNESS 4 HOME SUPERSTORE, INC. dba COMMERCIAL FITNESS SUPERSTORE, (“Contractor”)

Mailing Address	1577 E. Camelback Rd. Phoenix, AZ 85014
Remit to Address	1577 E. Camelback Rd. Phoenix, AZ 85014
Attention	Bob Lachniet, Co-Owner/President
E-Mail	bob@myfitness4home.com
Phone	602-721-2268
Fax	602-277-0888

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 8th day of December, 2022, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and Fitness 4 Home Superstore, Inc. dba Commercial Fitness Superstore, an Arizona company ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued Solicitation number **2023014** ("Solicitation") for **COMMERCIAL GRADE FITNESS EQUIPMENT**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **January 1, 2023** and ending on **December 31, 2025**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days before the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.
 - 1.3 **Delivery**. Delivery shall be made to the location(s) no longer than thirty (30) days after receipt of an order. "Ship to" location will be provided at the time of order.
2. **Scope of Work**. The Contractor will provide the necessary staff, services, and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications, and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders.** Orders are placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement
4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.
 - a. Agreement
 - b. Exhibits
 1. Mesa Standard Terms & Conditions
 2. Scope of Work
 3. Other Exhibits not listed above
 - c. Solicitation including any addenda
 - d. Contractor Response

5. **Payment.**

5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

5.2 **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement and include all costs of the Contractor providing the materials/service including transportation, insurance, and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

5.3 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in the cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustments in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period before annual Contract expiration date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the **Producer Price Index for Gymnasium and Exercise Equipment #3399203399207**, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

5.4 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based

on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

5.5 **Invoices**. Payment will be made to Contractor following the City's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered and pricing of each unit;
- i. Applicable Taxes;
- j. If applicable, mileage or travel costs; and
- k. Total amount due.

5.6 **Payment of Funds**. Contractor acknowledges the City may, at its option and where available use a Credit Card/Procurement Card to make payment for orders under the Agreement with no additional charge/fee. Otherwise, payment will be through a traditional method of a check.

5.7 **Disallowed Costs, Overpayment**. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. **Insurance**

6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s).

Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

- 6.4 Each insurance policy required under the Agreement must be in effect at or before the execution of the Agreement and remain in effect for the term of the Agreement.
- 6.5 Before the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 6.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
 - 6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
 - 6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Products and Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials, or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
 - 6.9.3 Automobile liability, bodily injury, and property damage with a limit of \$1 million per occurrence including owned, hired, and non-owned autos.
7. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after the receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.
8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth in the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.

9. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
10. **Mesa Standard Terms and Conditions.** **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.
- Exhibits to this Agreement are the following:
- (A) Scope of Work / Technical Specifications
 - (B) Pricing
 - (C) Mesa Standard Terms and Conditions
13. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation-related costs and fees from the other Party.
14. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

**FITNESS 4 HOME SUPERSTORE dba
COMMERCIAL FITNESS SUPERSTORE**

By: _____

By:  _____

Printed Name

Bob Lachniet
Printed Name

Title

President
Title

Date

12/12/22
Date

REVIEWED BY:

By: Brandy Andersen 12/11/2022
Brandy Andersen, MPA, NIGP-CPP, CPPO, CPPB
Procurement Supervisor

**EXHIBIT A
SCOPE OF WORK**

1. **MINIMUM QUALIFICATIONS:** All materials furnished under this contract shall be new. Cardio equipment must have a minimum three (3) year warranty on parts and labor.
2. **SCOPE OF WORK:** Vendor will supply the City with commercial grade fitness equipment and supplies that support its safety requirements as stated in the National Fire Protection Agency's (NFPA) document 1583, "Health Related Fitness Programs for Firefighters". This equipment will support the Fire and Medical Department's standard operating procedures (SOP's) requiring members to perform one and a half hours (1 ½) of physical activities per shift to reduce injuries and improve firefighter health and safety.

Mesa Police and Parks, Recreation, and Community Facilities will also be purchasing equipment from the awarded contract.

The commercial grade equipment will be bid as equal to or above the equipment brands listed in the Technical Specifications.

Fitness equipment covered under this contract shall include:

- Category 1 – Cardio Fitness Equipment
- Category 2 – Strength Fitness Equipment
- Category 3 – Miscellaneous Equipment

Equipment will be ordered on an as-needed basis, as the budget allows. If the City determines a need for a particular piece of equipment during the term of the Agreement and awarded Vendor cannot provide the piece of equipment, the City reserves the right to purchase said equipment from other vendors off contract.

3. **MANUALS (FOR ALL UNITS):**
 - Two (2) copies each of the parts book and service manual will be provided upon delivery of the equipment.
 - Two (2) copies of the operator's manual will be provided upon delivery of the equipment
 - One (1) copy of the manufacturers' time labor guide will be provided for each applicable component.
 - On equipment assembled from manufactured components, parts manuals will show the manufacturer of each part and all cross-referencing between the vendor and the manufacturers.
 - The City will have the right to reproduce any materials for the City's educational purposes only.
 - The Vendor will provide the City with current pricing at the beginning of the new model period for equipment that is discount % off.
4. **DELIVERY:** Delivery will be made to the location(s) no longer than thirty (30) days after receipt of an order. "Ship to" location will be provided at the time of order.

TECHNICAL SPECIFICATIONS

Category 1

Cardio Fitness Equipment Specifications

- Note: All TRUE cardio equipment shall have the Envision 9 touchscreen console.

Treadmill

Commercial grade with specifications equal to or above that of the True TC-900-C4T9 with Envision 9 touchscreen console. The City prefers a 5HP AC Motor, incline capabilities 0-18%, speed 0-17 MPH, 23" W X 63" L belt, Gerkin protocol fitness test, 110V or 120V power source, wireless Polar capabilities, portability, heart rate cruise control programs, safety handrails with clip, and reversable deck. The City prefers a running surface that is a minimum of 23" wide and capable of supporting five hundred (500) lbs. user weight. The City prefers a warranty of a minimum of three (3) years parts and labor.

Treadmill

Commercial grade with specifications equal to or above that of the Curve FTG Treadmill (Standard Display).

Elliptical/Cross Trainer

Commercial grade with specifications equal to or above that of the True XC-900-C4T9 Elliptical with Envision 9 touchscreen console. The City prefers a self-generating power source, minimum of 21" stride length, wireless Polar capabilities, portability, heart rate cruise control programs, Side Steps that allow the user to step off and drive the elliptical using the upper body only, Soft Step Cushioned Anti-Fatigue footpad, and safety handrails. The City prefers the capability of supporting four hundred (400) lbs. user weight and have a warranty of a minimum three (3) years parts and labor.

Stationary Bike

Commercial grade with specifications equal to or above that of the True UC900-C4T9 with Envision 9 touchscreen console commercial upright bike. The City prefers a bike that has a self-generating power source, wireless Polar compatible, portability, heart rate cruise control programs, YMCA Protocol fitness test, safety foot straps, and an ergonomically designed adjustable seat. The City prefers the capability of supporting four hundred (400) lbs. user weight and a warranty of a minimum three (3) years parts and labor.

Airdyne Style Bike

Commercial grade with specifications equal to or above that of the Cascade Air Bike Unlimited. Should meet specs used for commercial gyms/crossfit style gyms. The City prefers the capability of supporting three hundred fifty (350) lbs. user weight, have multi-grip handles, 8 workout programs, foot pegs for isolated upper body workout, 4-way adjustable seat, have a minimum product weight of 160lbs, and a warranty of a minimum three (3) years parts and labor.

Airdyne Style Bike

Commercial grade with specifications equal to or above that of the Rogue Echo bike. Should meet specs used for commercial gyms/crossfit style gyms. The City prefers the capability of supporting three hundred fifty (350) lbs. user weight, LCD Console Display with customizable modes, adjustable seat with 8 height and 5 front/back settings, rubber grip handles and have a warranty of a minimum three (3) years parts and labor.

Recumbent Bike

Commercial grade with specifications equal to or above that of True RC900-C4T9 with Envision 9 touchscreen console commercial recumbent bike. The City prefers a bike that has a self-generating power source, an adjustable back rest, low step thru design, wireless Polar compatible, portability, heart rate cruise controls programs and safety handrails. The City prefers the capability of supporting four hundred (400) lbs. and a warranty of a minimum three (3) years parts and labor.

Stepmill

Commercial grade with specifications equal to or above that of the True VC900-C4T9 Palaside Climber Stepmill with Envision 9 Touchscreen Console. The City prefers a revolving staircase with minimum 8" tall steps, 11.2" deep, handrails for safety, maximum ceiling height of 10', wireless Polar compatible, heart rate cruise control program, 110V or 120V power source, an AC Drive System, a user detection system for safety, and the CPAT Fire Fit Test. The City prefers the capability of supporting four hundred (400) lbs. user weight and a warranty of a minimum three (3) years parts and labor.

Stair Master Step Mill

Commercial grade with specifications equal to or above that of the StairMaster 8 Series Gauntlet with backlit LCD console. The City prefers a revolving staircase with eight steps, 8" high, 9" deep and 22" wide, 24 to 162 steps/minute, capable of supporting three hundred fifty (350) lbs. user weight and a warranty of a minimum three (3) years parts and labor.

Sci Fit PRO 2

Commercial grade with specifications equal to or above the Sci Fit. The City prefers self-generating, low voltage, and capable of supporting three hundred (300) lbs. user weight and a warranty of a minimum of three (3) years parts and labor.

Jacob's Ladder

Commercial grade with specifications equal to or above that of the Jacobs Ladder. The City prefers digital readouts for elapsed time, feet climbed, rate (feet/min), and calorie burn, welded tubular steel, and a maximum ceiling height of 7.5 feet.

Category 2 Strength Fitness Equipment Specifications

Back Extension Bench

Commercial grade with specifications equal to or above the TuffStuff PPF-717 Performance Plus Series Hyper Extension Back Station with 2"x4" 11-gauge welded oval tubular steel main frame. The City prefers an incline angle of 45° with adjustable height and dual thigh pads.

Bench Press

Commercial grade with specifications equal to or above the TuffStuff PPF-700-Performance Plus Series Multi-Adjustable Bench with 2"x4" 11-gauge 120 wall oval tubular steel.

Bench Press

Commercial grade with specifications equal to or above the TuffStuff PPF-701 Performance Plus Flat/Incline Bench (PPF-701) with 2"x4" x 11-gauge oval steel tubing.

Power Rack

Commercial grade with specifications equal to or above the TuffStuff Performance Plus Power Rack (PPF-810). The City prefers lever-lock cross beam Safety Stoppers, multi-grip pull up station, twelve (12) built-in Olympic weight plate storage holders and built in Olympic bar storage.

Dumbbells

Commercial grade with specifications equal to or above the FPD/Legion Rubber Hex Dumbbells. Weight range required in five (5) lb. increments starting with five (5) lbs. up to one hundred twenty (120) lbs.

Lat-Pull Down Machine

Commercial grade with specifications equal to or above the PPS-210 Performance Plus Series Lat-pull down with 220lbs Weight Stack and 2"x4" 11-gauge welded oval tubular steel main frame. The City prefers adjustable roller pads and weight stack up to two hundred twenty (220) lbs.

Front Lat Pull Down

Commercial grade with specifications equal to or above the Hammer Strength Plate Loaded ISO Lateral Front Lat Pull Down, 11-gauge steel frame, starting resistance 1 lb., and six (6) standard weight horns.

Sit-up Bench

Commercial grade with specifications equal to or above the TuffStuff PPF-714 Proformance Plus Series Adjustable Decline Bench with 2"x4" 11 gauge welded oval tubular steel main frame.

Smith Machine

Commercial grade with specifications equal to or above the TuffStuff PPL-900 Proformance Plus Services Smith Machine with counter balanced bar and 2"x4" 11 gauge welded oval tubular steel main frame.

Kettlebells

Commercial grade made of cast iron bell and handle. Kettle Bells weights shall range from ten (10) lbs. to sixty (60) lbs. or four (4) K to twenty-eight (28) K.

Medicine Balls

Specifications equal to or above the SPRI Xerball Medicine Balls. The City prefers medicine Balls that have weight ranges from six (6) lbs. to twenty (20) lbs.

Slam Balls

The City prefers sand filled, no bounce, roughly ten (10) to thirty (30) lbs.

Wobble Board

Specifications equal to or above the SPRI Core Board.

Pull Up Bar

Specifications equal to or above the Apollo wall mount Chin Up Bar. The City prefers a bar that is a minimum of forty-six (46) inches wide, made of solid steel, and include wall mount.

Pull-Up System

Commercial grade with specifications equal to or above the Rogue P4 Pull-Up System with 1x2" 11-gauge steel. The City prefers a weight capacity of 500+ lbs. and pull up bar depth of 30".

Rings

Specifications equal to or above the Apollo Athletics Rings. The City prefers rings be a set of two (2) rings, straps, and buckles made of commercial quality materials.

Adjustable Incline Bench

Commercial grade with specifications equal to or above the TuffStuff PPF-701 Proformance Plus Series Flat/Incline Bench with 2"x4" 11-gauge welded oval tubular steel main frame. The City prefers a bench with a minimum of five (5) separate adjustments.

Incline Bench Press

Commercial grade with specifications equal to or above the TuffStuff PPF- 708 Proformance Plus Series Olympic Incline Bench with 2"x4" 11-gauge welded oval tubular steel main frame. The City prefers a plate storage and multiple tab positions.

Incline Press

Commercial grade with specifications equal to or above the Hammer Strength Plate Loaded ISO Lateral Incline Press, 11-gauge steel frame.

Decline Press

Commercial grade with specifications equal to or above the Hammer Strength Plate Loaded ISO Lateral Decline Chest Press, 11-gauge steel frame.

Bench Press

Commercial grade with specifications equal to or above the Hammer Strength Plate Loaded ISO Lateral Bench Press, starting resistance 7 lb per work arm.

Leg Press Machine

Commercial grade with specifications equal to or above the TuffStuff PPL-960 Performance Plus Series Plate Loaded Leg Press with 2"x4" 11-gauge welded oval tubular steel main frame. The City prefers plate storage and multiple tab positions.

Dip Rack

Commercial grade with specifications equal to or above the TuffStuff PPF-720 Performance Plus Chin/Dip/Leg raise with step up.

Dumbbell Rack

Commercial grade with specifications equal to or above the TuffStuff Evolution Series CDR-300 two (2) tier dumbbell rack with the option added 3rd Tier or Legion Fitness Equipment equivalent. Specification may depend on the type of dumbbells being stored.

Cable Row and Lat Pull Down Machine

Commercial grade with specifications equal to or above the TuffStuff PPD-802 Performance Plus Series Lat/Mid/Low-Row. The City prefers two hundred twenty (220) lbs weight stack, unique 3-in-1 design with independent lat, triceps and low row stations, 2"x4" 11-gauge welded oval tubular steel main frame and a High strength Mectral steel reinforced Kevlar® belt.

Plyometric Stands

Commercial grade with specifications equal to or above the Apollo Athletic Plyo boxes. The City prefers height ranges from 12" to 24".

Olympic Straight Bar

Commercial grade with specifications equal to or above the FPD/or Legion 7' Commercial Olympic Bar. The City prefers 1,2000lb capacity.

Olympic Plates

Commercial grade with specifications equal to or above the FPD/ or Legion Rubber Coated Olympic Grip Plates with weights of five (5), ten (10), twenty-five (25), thirty-five (35), and forty-five (45) lbs.

Rubber Olympic Plates (10, 25, 35, 45 lbs. options)

Commercial grade with specifications equal to or above the Hampton/Legion/FBD Bumper Plates with the same diameter as a forty-five (45) lb. Olympic plate.

Flat Bench

Commercial grade with specifications equal to or above the TuffStuff PPF-702 Plus Series Flat Bench with 2"x4" 11-gauge welded oval tubular steel main frame.

Decline Bench

Commercial grade with specifications equal to or above the TuffStuff PPF-700 Performance Plus Series Multi-Adjustable Bench with 2"x4" 11-gauge welded oval tubular steel main frame. The City prefers Decline/ Flat/ Incline ability.

Preacher Curl Bench

Commercial grade with specifications equal to or above the TuffStuff PPF-706 Performance Plus Series Preacher Curl Bench with 2"x4" 11-gauge welded oval tubular steel main frame.

Squat Rack

Commercial grade with specifications equal to or above the TuffStuff PPF-810 Performance Plus Series Deluxe Power Rack with 2"x4" 11-gauge welded oval tubular steel main frame. The City prefers double

sided racking system, spring assisted J-Hook bar catches, Lever-lock crossbeam Safety stopper, (12) Olympic weight plate storage holders, and built-in band pegs and Olympic bar storage.

V Squat

Commercial grade with specifications equal to or above the Hammer Strength Plate Loaded V Squat, 11-gauge steel frame. The City prefers 2 standard weight horns and starting resistance 54 lbs.

Reflex Hack Squat

Commercial grade with specifications equal to or above the Rogue Reflex Hack Squat – Linear Bearing, 11-gauge welded tubular steel. The City prefers 2in Hardened Guide Rods with Linear Bearing Carriage, 40-50 degree with 3 position adjustable & oversized foot deck, 15” weight sleeves, 2” & 3” high density foam pads, weight band capability, rubber comfort grip handles, 6 bolt on plate storage pegs, 7 position safety stops, and 2 position safety handle.

Seated Calf Raise

Commercial grade with specifications equal to or above the PPL-955 Proformance Plus Series Plate Loaded Seated Calf machine with 2”X4” 11-gauge welded oval tubular steel main frame.

Dip/Chin Assist Machine

Commercial grade with specifications equal to or above the TuffStuff PPS-215 Proformance Plus Series Assisted Chin-Dip with 2”X4” 11-gauge welded oval tubular steel main frame. The City prefers two hundred twenty (220) lbs weight stack and a High strength Mectral steel reinforced Kevlar® belt.

Fly/Deltoid Machine

Commercial grade with specifications equal to or above the TuffStuff PPD-803 Proformance Plus Series Pec/ Fly/ Rear Delt with a two hundred twenty (220) lb. weight stack, 2”X4” 11-gauge welded oval tubular steel main frame and a High strength Mectral steel reinforced Kevlar® belt.

Functional Trainer Machine

Commercial grade with specifications equal to or above the TuffStuff PPMS-245 Proformance Plus Series Functional Trainer. The City prefers (2) x 300lb Weight Stacks, hydraulically supported arms for safe and easy adjustments, 86-inch cable travel per handle, 13-positions (150°) of vertical adjustments, 5-positions (165°) of horizontal adjustments, Two (2) 300 lb weight stacks, resistance at handle is approx 1/4 of the weight selected, and EXERFLEX PRO® high performance fitness cable rated at 4200 lbs. tensile strength.

Compact Cable Crossover Machine

Commercial grade with specifications equal to or above the TuffStuff PPMS-255 Proformance Plus Compact Cable Crossover with 2”X4” 11-gauge welded oval tubular steel main frame. The City prefers, dual independent 15-position pulley columns, Multi-grip chin-up bar for wide, narrow, reverse and neutral grip upper body exercises; weight resistance 1:1/2 (50%) at the handle offers extended range of motion; Includes two (2) 150 lbs. weight stacks (optional 200 lbs stacks available), and EXERFLEX PRO® high performance fitness cable rated at 4200 lbs tensile strength.

Dual Leg Extension-Curl Machine

Commercial grade with specifications equal to or above the TuffStuff PPD-806 Proformance Plus Series Leg Extension/ Curl with 220lbs Weight Stack with 2”X4” 11-gauge welded oval tubular steel main frame. The City prefers High strength Mectral steel reinforced Kevlar® belt, Bio-mechanically correct seat angle, self-adjusting foot roll to accommodate different leg lengths, gas assist back support, Standard 220 lbs. steel weight stack with patented add-on weight system (Optional 295 lbs.).

Deadlift Platform

Commercial grade with specifications equal to or above the Rogue Deadlift Platform with 2x2” 11-gauge steel frame, including eight (8) smooth runner tiles.

Reverse Hyper

Commercial grade with specifications equal to or above the RH-2 Rogue Reverse Hyper. The City prefers it be compatible with all increments of bumpers and steel, including 45LB steel plates, multiple handholds to accommodate varying user heights, includes Rogue Axles Collars and Spud Inc. Hyper Strap.

Dual Cable Cross

Commercial grade with specifications equal to or above the Freemotion Genesis Dual Cable Cross G624. The City prefers dual weight stacks: Stack 1: 240lbs, Stack 2: 240lbs, weight stack configuration: 3.3-80 lbs each, vertical and horizontal arm rotation adjustments, and dual swivel pulleys.

Shoulder Press

Commercial grade with specifications equal to or above the Hammer Strength Olympic Military Style Shoulder Press. The City prefers max capacity five hundred fifty pounds (550 lbs) and vertical height from floor to bar catch 28".

Safety Squat Bar

Commercial grade with specifications equal to or above the Elite FTS SS Yoke Bar.

Camber bar

Commercial grade with specifications equal to or above the Rogue CB-4 38MM Camber Bar.

Category 3

Miscellaneous Flexibility/Strength/Cardio Accessories

Stability Balls

Commercial grade with specifications equal to or above the SPRI or PRISM, sizes 55 and 65 cm.

Exercise Mats

Commercial grade with specifications equal to or above the SPRI Pro Mat 180 (71"L x 24"W, 5/8" thick.)

Yoga Mats

Commercial grade with specifications equal to or above the SPRI Yoga Mats, 1/8" thick and no color preference.

Grappling Mat

Commercial grade with specifications equal to or above the Zebra Mat, 2 Meter x 1 Meter x 2" thick, Smooth Blue, No Logo, Grappling Mat. Cannot be a wrestling mat or interlocking mat.

Foam Rollers

Commercial grade with specifications equal to or above the OPTP AXR366 Black AXIS™ Firm Foam Roller - Round 36" and the SPRI EVA-FR36, EVA Full Foam Roller: 36" Length, 6" Diameter; this would be the City's preference.

Superbands

Commercial grade with specifications equal to or above the SPRI 05-60566-9SET, Superbands Light, Medium, Heavy & Ultra Heavy.

Jump Ropes

Commercial grade with specifications equal to or above the SRPI Speed Jump Rope 05-58493.

*The City also anticipates purchasing commercial grade with specifications equal to or above the Prism 400-540-310, Smart Jump Rope, Speed.

Battle Rope

Commercial grade with specifications equal to or above the FPD or Legion 1.5" x 30' Battle Rope with protective sleeve cover.

Bosu Balls

Commercial grade with specifications equal to or above Bosu Pro.

Body Weight Suspension Straps

Commercial grade with specifications equal to or above the Prism Smart Straps Body Weight Training System with two individual straps, built-in anchor, pre-formed cuffs for putting feet into the straps, and strap connector.

**EXHIBIT B
PRICING**

1) Cardio Equipment - Treadmill									
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Meets and Exceeds All Specifications Outlined for this Application. 5HP AC Motor, incline capabilities 0-18%, speed 0-17MPH, 23" W X 63" L belt, Gerkin protocol fitness test, heart rate cruise control programs, safety handrails with clip, and reversible deck 500lb User Capacity. Optional decline feature	True TC900-C4T9 Treadmill w-Envision9 Touchscreen Console (Gerkin)	Each	\$6,103.44	1	-19.00%	\$136.00	\$6,239.44	Exact Match to RFP Spec - This is the model Mesa currently purchases	TRUE TC900 Spec Sheet
5HP AC Motor, incline capabilities 0-15%, speed 0-12MPH, 22" W X 60" L belt, Gerkin protocol fitness test, heart rate cruise control programs, safety handrails with clip, and reversible deck 500lb User Capacity. Optional decline feature	True TC650-C4T9 Treadmill w-Envision9 Touchscreen Console (Gerkin)	Each	\$5,487.44	1	-19.00%	\$136.00	\$5,623.44	Full Commercial Step down model to the TC900. Same 5HP motor and weight capacity with lower speed, incline capabilities and belt dimensions	TRUE TC650 Spec Sheet
4HP AC Motor, incline capabilities 0-15%, speed 0-12MPH, 22" W X 60" L belt, Gerkin protocol fitness test, heart rate cruise control programs, safety handrails with clip, and reversible deck 400lb User Capacity.	True TC400-C4T9 Treadmill w-Envision9 Touchscreen Console (Gerkin)	Each	\$4,423.44	1	-19.00%	\$114.00	\$4,537.44	Light commercial model to the TC900 & TC650.	TRUE TC400 Spec Sheet
1a) Cardio Equipment - Treadmill									
Commercial grade with specifications equal to or above that of the Curve FTG treadmill. Equipment must have a warranty of a minimum three (3) years parts and labor.									
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Meets specifications outlined for this application. The Cascade Ultra Runner Plus features interval programs and built in wireless heart rate receiver. Premium Aluminum Slats have exceptional durability with extruded aluminum alloy core, pure vulcanized rubber, and sealed cartridge bearings. Adjustable magnetic resistance to control the workout intensity from free running to a push sled.	Cascade Ultra Runner Plus Curved Treadmill	Each	\$3,636.75	1	0.00%	\$136.00	\$3,772.75	Close Match to RFP. This is a similar spec'd curve treadmill option from Cascade, the same same brand as the Air Bike Unlimited that Mesa purchases now. Full commercial.	Cascade UltraRunner Plus Spec Sheet
2) Cardio Equipment - Elliptical/Cross Trainer									
Commercial grade with specifications equal to or above that of the True XC-900-C4T9 Elliptical with Envision 9 touchscreen console. The City prefers a self-generating power source, minimum of 21" stride length, wireless Polar capabilities, portability, heart rate cruise control programs, Side Steps that allow the user to step off and drive the elliptical using the upper body only, Soft Step Cushioned Anti-Fatigue footpad and safety handrails. The City prefers the capability of supporting four hundred (400) lbs. user weight and have a warranty of a minimum three (3) years parts and labor.									
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link To Specs
Meets and Exceeds All Specifications Outlined for this Application. Self-generating power, 21" stride length, portability, heart rate cruise control, Side Steps that allow the user to step off and drive the elliptical using the upper body only, Soft Step Cushioned Anti-Fatigue footpad, and safety handrails, 400lb User Capacity	True XC900-C4T9 Elliptical w-Envision9 Touchscreen Console	Each	\$4,815.44	1	-19.00%	\$116.00	\$4,931.44	Exact Match to RFP - This is the model Mesa currently purchases	TRUE XC900 Spec Sheet
Self-generating power, 21" stride length, portability, heart rate cruise control, Side Steps that allow the user to step off and drive the elliptical using the upper body only, Soft Step Cushioned Anti-Fatigue footpad, and safety handrails, 400lb User Capacity	True XC400-C4T9 Elliptical w-Envision9 Touchscreen Console	Each	\$3,807.44	1	-19.00%	\$116.00	\$3,923.44	Close match to RFP specs. Mid-level, lower cost option	TRUE XC400 Spec Sheet
Self-generating power, 24" stride length, 1.8" pedal spacing, 30 resistance levels, portability, heart rate programs, and safety handrails, 400lb User Capacity	Octane by True Pro3700C Elliptical with Standard Console	Each	\$3,599.40	1	-19.00%	\$116.00	\$3,715.40	Close match to RFP specs. Mid-level, lower cost option	Octane Pro3700C Spec Sheet

3) Cardio Equipment - Stationary Bike	Commercial grade with specifications equal to or above that of the True UC900-C4T9 with Envision 9 touchscreen console commercial upright bike. The City prefers a bike that has a self-generating power source, wireless Polar compatible, portability, heart rate cruise control programs, YMCA Protocol fitness test, safety foot straps, and an ergonomically designed adjustable seat. The City prefers the capability of supporting four hundred (400) lbs. user weight and have a warranty of a minimum three (3) years parts and labor.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Meets and Exceeds All Specifications Outlined for this Application. Self-generating power, portability, heart rate cruise control, fitness test, safety foot straps, ergonomically designed adjustable seat, four hundred (400) lbs. user weight	True UC900-C4T9 Upright Bike w-Envision9 Touchscreen Console	Each	\$2,519.44	1	-19.00%	\$84.00	\$2,603.44	Exact Match to RFP - This is the model Mesa currently purchases	TRUE UC900 Spec Sheet
Self-generating power, portability, heart rate cruise control, fitness test, safety foot straps, ergonomically designed adjustable seat, four hundred (400) lbs. user weight	True UC400-C4T9 Upright Bike w-Envision9 Touchscreen Console	Each	\$2,295.44	1	-19.00%	\$84.00	\$2,379.44	Close match to RFP specs. Mid-level, lower cost option	TRUE UC400 Spec Sheet
4) Cardio Equipment - Airdyne Style Bike	Commercial grade with specifications equal to or above that of the Cascade Air Bike Unlimited. Should meet specs used for commercial gyms/crossfit style gyms. The City prefers the capability of supporting three hundred and fifty (350) lbs. user weight, have multi-grip handles, 8 workout programs, foot pegs for isolated upper body workout, 4-way adjustable seat, have a minimum product weight of 160 lbs, and have a warranty of a minimum three (3) years parts and labor.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Meets and Exceeds All Specifications Outlined for this Application. Air bike with 168.75lb product weight, three hundred fifty (350) lb user weight, multi-grip handles, portable, 8-workout programs, foot pegs for isolated upper body workout, and 4-way adjustable seat - full commercial	Cascade Air Bike Unlimited Dual Action Air Bike	Each	\$1,556.75	1	0.00%	\$84.00	\$1,640.75	Exact Match to RFP - This is the model Mesa currently purchases	Cascade Air Bike Unlimited Specs
Full-commercial grade, 26-blade performance fan, Inertia performance drive system, Single-stage belt for instant activation, Class A watts rating, Smooth motion, HIIT workouts, Calibration technology and three hundred fifty (350) lb user weight capacity	Octane by True ADX Air Bike	Each	\$1,079.40	1	-19.00%	\$84.00	\$1,163.40	Close match to RFP specs. Slightly lower cost option	Octane ADX Bike Spec Sheet
4a) Cardio Equipment - Airdyne Style Bike	Commercial grade with specifications equal to or above the Rogue Echo bike. Should meet specs used for commercial gyms/crossfit style gyms. The City prefers the capability of supporting three hundred fifty (350) lbs. user weight, LCD Console Display with customizable modes, adjustable seat with 8 height and 5 front/back settings, rubber grip handles, and a warranty of a minimum three (3) years parts and labor.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs

Meets and Exceeds All Specifications Outlined for this Application. Dual Action Air Bike, three hundred fifty (350) lb user weight, multi-grip handles, Highly durable full commercial with standard, integrated windscreen to prevent blowback for user comfort.	Spirit AB900 Dual Action AirBike	Each	\$1,007.44	1	-19.00%	\$84.00	\$1,091.44	Close match to RFP. Higher specs, longer warranty	Spirit AB900 AirBike Spec Sheet
The Rogue Echo Bike provides a rock solid foundation while still offering easy portability around the gym. Belt-driven steel fan blade produces a smooth ride, battery-powered LCD console to track intervals, distance, calories, and heart rate.	ROGUE ECHO BIKE	Each	\$995.00	1	0.00%	\$84.00	\$1,079.00	Exact Match to RFP - Rogue Only Sells Direct. We can source this from Rogue for their cost, plus shipping & installation. Only a 2-year warranty	Echo Bike Spec Link
Meets and Exceeds All Specifications Outlined for this Application. Full-commercial grade, 26-blade performance fan, Inertia performance drive system, Single-stage belt for instant activation, Class A watts rating, Smooth motion, HIIT workouts, Calibration technology and three hundred fifty (350) lb user weight capacity	Octane by True ADX Air Bike	Each	\$1,079.40	1	-19.00%	\$84.00	\$1,163.40	Exceeds RFP Spec	Octane ADX Bike Spec Sheet
5) Cardio Equipment - Recumbent Bike	Commercial grade with specifications equal to or above that of True RC900-C4T9 with Envision 9 touchscreen console commercial recumbent bike. The City prefers a bike that has self-generating power source, an adjustable angle back rest, low step thru design, wireless Polar compatible, portability, heart rate cruise controls programs and safety handrails. The City prefers the capability of supporting four hundred (400) lbs. and have a warranty of a minimum three (3) years parts and labor.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Meets and Exceeds All Specifications Outlined for this Application. Self-generating power, adjustable angle back rest, low step thru design, wireless Polar compatible, portability, heart rate cruise controls programs and safety handrails. Four hundred (400) lbs User Capacity. Compact Design	True RC900-C4T9 Recumbent w-Envision9 Touchscreen Console	Each	\$2,967.44	1	-19.00%	\$84.00	\$3,051.44	Exact Match to RFP - This is the model Mesa currently purchases	TRUE RC900 Spec Sheet
Self-generating power, adjustable angle back rest, low step thru design, wireless Polar compatible, portability, heart rate cruise controls programs and safety handrails. Four hundred (400) lbs User Capacity.	True RC400-C4T9 Recumbent w-Envision9 Touchscreen Console	Each	\$2,650.00	1	-19.00%	\$84.00	\$2,734.00	Close match to RFP specs. Mid-level, lower cost option	TRUE RC400 Spec Sheet
6) Cardio Equipment - Rower	Commercial grade with specifications equal to or above that of Concept 2 Rowerg Standard Institutional Grade Rower. Rower must be portable, have a self-generation power source, and a display that includes distances in meters. Equipment must be capable of supporting five hundred (500) lbs. user weight and have a warranty of two (2) year moving parts and a five (5) year frame.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Meets and Exceeds All Specifications Outlined for this Application. Air Resistance rower with console and display in meters, and five hundred (500) lb User Capacity	Concept 2 RowErgS with Standard Legs	Each	\$960.30	1	0.00%	\$84.00	\$1,044.30	Exact Match to RFP - This is the model Mesa currently purchases	Concept2 RowErgS Spec Sheet
Air Resistance rower with console and display in meters, and five hundred (500) lb User Capacity	FPD-Legion LR100 Air Rower	Each	\$662.49	1	-35.00%	\$84.00	\$746.49	Similar Specs, Lower Cost Option	Legion LR100 Rower Spec Sheet

Meets and Exceeds All Specifications Outlined for this Application. Air Rower with Quick-release foot strap, Dual resistance – fan and magnetic brake, MultiGrip handlebar, Enhanced console featuring, a calorie meter, Comfort seat, Oversized handlebar catch, and Small footprint	Octane by True Ro Air Rower	Each	\$1,319.40	1	-19.00%	\$84.00	\$1,403.40	Exceeds RFP Specs	Octane Ro Spec Sheet
7) Cardio Equipment - Stepmill	Commercial grade with specifications equal to or above that of the True VC900-C4T9 Palasade Climber Stepmill with Envision 9 Touchscreen Console. The City prefers a revolving staircase with minimum 8" tall steps, 11.2" deep, handrails for safety, maximum ceiling height of 10', wireless Polar compatible, heart rate cruise control program, 110V or 120V power source, an AC Drive System, a user detection system for safety and the CPAT Fire Fit Test. The City prefers the capability of supporting four hundred (400) lbs. user weight and a warranty of a minimum three (3) years parts and labor.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Meets and Exceeds All Specifications Outlined for this Application. Revolving staircase with 8" tall by 11.2" deep steps, handrails for safety, wireless Polar compatible, heart rate cruise control program, an AC Drive System, user safety detection system, Fit Test, four hundred (400) lbs. user weight	True VC900-C4T9 Palasade Climber Stepmill w-Envision 9 Touchscreen Console	Each	\$6,383.44	1	-19.00%	\$136.00	\$6,519.44	Exact Match to RFP - This is the model Mesa currently purchases	TRUE VC900 Palasade Spec Sheet
Revolving staircase with 8" tall by 11.2" deep steps, handrails for safety, wireless Polar compatible, heart rate cruise control program, an AC Drive System, a user safety detection system, Fit Test, and four hundred (400) lbs. user weight	True VC900-CN4LVC, Palasade Climber Stepmill w-Emerge Console	Each	\$5,995.44	1	-19.00%	\$136.00	\$6,131.44	Matches RFP - This is the model Mesa Fire currently purchases w-simple console	TRUE VC900 Palasade Spec Sheet
Electro-magnetic Induction Brake by poly-v belt transmission. 21.5" step W x 8" H X 11" depth. 11 pre-programmed workouts, and can reach up to 160 steps per minute. Four hundred (400) lbs. user weight	Spirit Fitness CSC900 Full Commercial Stair Climber	Each	\$5,599.44	1	-19.00%	\$136.00	\$5,735.44	Similar Specs, slightly lower Cost Option	Spirit CSC900 StairClimber Spec Sheet
7a) Cardio Equipment - Stepmill	Commercial grade with specifications equal to or above that of the StairMaster 8 Series Gauntlet with backlit LCD console. The City prefers a revolving staircase with eight steps, 8" high, 9" deep and 22" wide, 24 to 162 steps/minute, capable of supporting three fifty (350) lbs. user weight and a warranty of a minimum three (3) years parts and labor.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Meets and Exceeds All Specifications Outlined for this Application. Redesigned handrail system supports multiple climbing positions. Step Height: 8" x 10" deep x 22" wide. 25 Levels ranging from 24 – 190 steps per minute, Telemetry and contact HR, and Personal cooling fans. 400lb User Capacity	StairMaster 9-5345-8GX-LCD-60BLK, 8 Series Gauntlet X, w/ LCD Console	Each	\$6,119.40	1	-19.00%	\$136.00	\$6,255.40	Exact Match to RFP Spec	StairMaster Gauntlet 8GX Spec Sheet
Electro-magnetic Induction Brake by poly-v belt transmission. 21.5" step W x 8" H X 11" depth. 11 pre-programmed workouts, and can reach up to 160 steps per minute. Four hundred (400) lbs. user weight	Spirit Fitness CSC900 Full Commercial Stair Climber	Each	\$5,599.44	1	-19.00%	\$136.00	\$5,735.44	Similar Specs, deeper step, slightly lower Cost Option	Spirit CSC900 StairClimber Spec Sheet
Meets and Exceeds All Specifications Outlined for this Application. Revolving staircase with 8" tall by 11.2" deep steps, handrails for safety, wireless Polar compatible, heart rate cruise control program, an AC Drive System, a user safety detection system, Fit Test, and four hundred (400) lbs. user weight	True VC900-CN4LVC, Palasade Climber Stepmill w-Emerge Console	Each	\$5,995.44	1	-19.00%	\$136.00	\$6,131.44	Exceeds RFP - This is the model Mesa Fire currently purchases w-simple console	TRUE VC900 Palasade Spec Sheet

8) Cardio Equipment - Sci Fit PRO 2	Commercial grade with specifications equal to or above the Sci Fit. The City prefers self-generating, low voltage, and capable of supporting three hundred (300) lbs. user weight and a warranty of a minimum of three (3) years parts and labor.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Meets and Exceeds All Specifications Outlined for this Application. The industry's most versatile rehabilitation tool, the PRO2® is an upper body exerciser and lower body recumbent bike in one for a total body solution. Dependent upper and lower cranks enable passive assistance.	SCIFIT PRO232-INT, Pro 2 Total body - adjustable cranks - standard seat	Each	\$4,847.20	1	-4.00%	\$117.00	\$4,964.20	Exact Match to RFP - This is the model Mesa currently purchases	SciFit Pro2 Spec Sheet
9) Cardio Equipment - Jacob's Ladder	Commercial grade with specifications equal to or above that of the Jacobs Ladder. The City prefers digital readouts for elapsed time, feet climbed, rate (feet/min), and calorie burn, welded tubular steel, and a maximum ceiling height of 7.5 feet.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Meets and Exceeds All Specifications Outlined for this Application. High intensity, low impact exercise, useful for rehabilitation, circuit training, personal training, high-intensity intervals and endurance training. Max User Weight: 350lbs (159kg), Product Weight: 325lbs (147kg), Recommended Ceiling Height: 7.5ft (229cm)	StairMaster Jacobs Ladder, Model JL	Each	\$3,863.00	1	-19.00%	\$136.00	\$3,999.00	Exact Match to RFP -	Jacobs Ladder JL Spec Sheet
Meets and Exceeds All Specifications Outlined for this Application. The Jacobs Ladder X is designed specifically for training fitness enthusiasts, athletes, and professionals. Max User Weight: 325lbs, Product Weight: 345lbs (156kg), Recommended Ceiling Height: 8.5ft (259cm)	StairMaster Jacobs Ladder, Model JLX	Each	\$4,699.00	1	-19.00%	\$136.00	\$4,835.00	Exceeds Match to RFP -	Jacobs Ladder Model JLX Spec Sheet

1) Strength Equipment - Back Extension Bench									
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Meets and Exceeds All Specifications Outlined for this Application. Full Commercial, Made in the USA, with 2" x 4" 11-gauge welded oval tubular steel frame has convex foot plate for natural stabilization, adjustable trunk support, and built-in handles for added support.	TuffStuff PPF-717 Performance Plus Series Hyper Extension Back Station	Each	\$1,040.25	1	-19.00%	\$48.00	\$1,088.25	Exact Match to RFP, this is the model Mesa currently purchases	TuffStuff PPF-717 Spec Sheet
Evolution Series Adjustable Hyper-Extension Bench allows the user to work their mid and lower back, gluteal, hamstring, and abdominal muscles. The Hyper-Extension Bench is adjustable from 48° hyper angle, to full roman-chair workout position.	TuffStuff CHE-340, Evolution Series Adjustable Hyper-Extension Bench	Each	\$467.44	1	-19.00%	\$48.00	\$515.44	Light commercial version of PPF-717, lower cost option	TuffStuff CHE-340 Spec Sheet
Meets and Exceeds All Specifications Outlined for this Application. Full Commercial 45 degree angle, 9-position, adjustable thigh pad, rubber-coated handles with aluminum end covers. U-shaped base frame provides open feel during the lower part of the exercise movement.	TRUE XFW-5600 Roman Chair	Each	\$810.37	1	-19.00%	\$48.00	\$858.37	Full commercial, close Match to RFP from True Fitness	TRUE XFW5600 Spec Sheet
2) Strength Equipment - Bench Press		Commercial grade with specifications equal to or above the TuffStuff PPF-700 Performance Plus Series Flat Bench with 2"x4" 11-gauge 120 wall oval tubular steel frame.							
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Meets and Exceeds All Specifications Outlined for this Application. Full Commercial, Made in the USA, with 2" x 4" 11-gauge welded oval tubular steel frame adjusts from Decline to 85-degree upright position. Multi-angle seat pad adjustments, and adjustable foot roll. Built-in handle and transport wheels	TuffStuff PPF-700 Performance Plus Series Multi-Adjustable Bench	Each	\$1,025.25	1	-19.00%	\$48.00	\$1,073.25	RFP Match with a notation. The PPF-700 is a Flat-Incline-Decline Bench, not flat only. This is what Mesa purchases	TuffStuff PPF-700 Spec Sheet
Highly adjustable Multi-Purpose Bench adjusts from a decline to full upright position. Includes leg hold down and independent seat adjustments. Built-in handle and transport wheels	TuffStuff CMB-375, Evolution Series Deluxe Multi-Purpose FID Bench	Each	\$557.04	1	-19.00%	\$48.00	\$605.04	This is the light commercial version of the PPF-700	TuffStuff CMB-375 Spec Sheet
Meets and Exceeds Specifications Outlined for this Application. Full Commercial adjustable, 11-position bench from -10 degrees to 85 degrees, 3-position seat, Easy-to-read Lexan label indicates back pad angle, Heavy-duty ball-bearing wheels coupled with ergonomic lifting handle provide mobility	TRUE XFW-7500 Flat-Incline-Decline Bench	Each	\$747.35	1	-19.00%	\$48.00	\$795.35	Similar Match to RFP from True Fitness	TRUE XFW7500 Spec Sheet
2a) Strength Equipment - Bench Press		Commercial grade with specifications equal to or above the TuffStuff PPF-701 Performance Plus Flat/Incline Bench (PPF-701) with 2"x4" 11-gauge oval steel tubing.							
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs

Meets and Exceeds All Specifications Outlined for this Application. Full Commercial and made in the USA, the PPF-701 features a comfortable back support that is capable of adjusting from a completely flat position, to an 85-degree upright position. Includes built-in handle and wheels for transport.	TuffStuff PPF-701 Proformance Plus Series Flat/ Incline Bench		\$836.25	1	-19.00%	\$48.00	\$884.25	Exact Match to RFP, this is the model Mesa currently purchases	TuffStuff PPF-701 Spec Sheet
Adjustable exercise bench, with 8 multi-angle adjustments; accommodating everything from flat through shoulder press positions. Includes both independent seat adjustment, and a contoured lumber design for lower back support.	TuffStuff CDM-400, Evolution Series Deluxe Multi-Purpose Bench		\$624.24	1	-19.00%	\$48.00	\$672.24	Light commercial version of PPF-701, lower cost otpion	TuffStuff CDM-400 Spec Sheet
Meets and Exceeds All Specifications Outlined for this Application. Full Commercial adjustable, 11-position bench from -10 degrees to 85 degrees, 3-position seat, Easy-to-read Lexan label indicates back pad angle, Heavy-duty ball-bearing wheels coupled with ergonomic lifting handle provide mobility	TRUE XFW-7500 Flat-Incline-Divide Bench	Each	\$747.35	1	-19.00%	\$48.00	\$795.35	Similar Match to RFP from True Fitness	TRUE XFW7500 Spec Sheet
3) Strength Equipment - Power Rack		Commercial grade with specifications equal to or above the TuffStuff Performance Plus Power Rack (PPF-810). The City prefers lever-lock cross beam Safety Stoppers, multi-grip pull up station, twelve (12) built-in Olympic weight plate storage holders, and built in Olympic bar storage.							
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Meets and Exceeds All Specifications Outlined for this Application. Full Commercial, Made in USA, with double-sided racking system, patented, spring-assisted J-Hook bar catches on the front and back uprights, lever-lock Safety Stoppers, Multi-grip pull-up station for wide, narrow, reverse and neutral grip, (12) Built-in Olympic weight plate storage holders, 2" round fat bar connectors for additional pull-up station, built-in band pegs, storage and optional Landmine, J-Hooks, Support Belt	TuffStuff PPF-810 Proformance Plus Series Deluxe Power Rack	Each	\$2,703.75	1	-19.00%	\$160.00	\$2,863.75	Exact Match to RFP, this is the model Mesa currently purchases	TuffStuff PPF-810 Spec Sheet
Heavy duty commercial rack with patented J-Hooks that allow multiple racking height options, lever action pull-pin safety stoppers for easy safety bar adjustments, 1-1/4" top cross bar combines as pull-up station and structural support. Optional Dip Attachment, "J Hooks", and High/Low Pulley	TuffStuff CPR-265, Evolution Series Power Rack	Each	\$1,225.84	1	-19.00%	\$160.00	\$1,385.84	This is a mid-level light commercial rack alternative	TuffStuff CPR-265 Spec Sheet
Meets Specifications Outlined for this Application. Full commercial with 23 available adjustment points at 3"/8 cm increments, Fully adjustable bar catches and chrome-plated catch, rails accommodate wide range of exercises, Integrated pull-up station includes wide and narrow grips, Eight plate holders come standard, Floor anchor provisions in frame	TRUE XFW-7900 Power Rack	Each	\$1,763.37	1	-19.00%	\$160.00	\$1,923.37	Close match to RFP from TRUE Fitness	TRUE XFW-7900 Spec Sheet
4) Strength Equipment - Dumbbells		Commercial grade with specifications equal to or above the FPD/Legion Rubber Hex dumbbells. Weight range required in five (5) lb. increments starting with five (5) lbs. up to one hundred (120) lbs.							

Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Commercial Grade Rubber Hexagonal Dumbbells sold by the pound	Legion-FPD-RHX, Rubber Hex Dumbbell's	per pound	\$1.50	1	-35.00%	N/A	\$1.50	Exact Match to RFP, this is the model Mesa currently purchases	Legion Rubber Hex Spec Sheet
Commercial Grade Urethane Hexagonal Dumbbells sold by the pound	Hampton Urethane DURA-BELL Dumbbells	per pound		1	-9.00%	N/A	?	This is the dumbbell Mesa previously purchased, then swithed to Legion-FPD	Dura-Bell Spec Sheet
5) Strength Equipment - Lat Pull Down Machine		Commercial grade with specifications equal to or above the PPS-210 Performance Plus Series Lat pull down with 220lbs Weight Stack and 2'x4" 11-gauge welded oval tubular steel main frame. The machine is to have adjustable roller pads and weight stack up to two hundred twenty (220) lbs.							
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Full Commercial, made in the USA, w-Adjustable thigh hold-down pads, High strength Mectral steel reinforced Kevlar® belt, Standard 220 lbs. steel weight stack with add-on weight system Optional 295 lbs. weight stack available	TuffStuff PPS-210 Proformance Plus Series Lat Pulldown	Each	\$3,121.30	1	-19.00%	\$120.00	\$3,241.30	Exact Match to RFP, this is the model Mesa currently purchases	TuffStuff PPS-210 Spec Sheet
The Evolution Series is a compact, space-efficient design Lat Pulldown station with quality solid steel bar, Adjustable thigh hold-down roller pads, Low pulley station with narrow bar. Adjustable built-in footplate support and back support pad for control and stability. 200 lbs. weight stack	TuffStuff CLM-855WS, Evolution Series Lat Machine	Each	\$1,130.64	1	-19.00%	\$120.00	\$1,250.64	Light commercial version of PPS-210, lower cost otpion	TuffStuff CLM-855WS Spec Sheet
Full Commercial Pulldown with Five position seat, low friction adjustments. Five position thigh pad accommodates wide range of users. Unilateral arms diverge to maximize articulation of the shoulder and range of motion. Integrated towel holder and accessory tray with cup holder	TRUE FUSE Series FUSE-1100 Lat Pulldown	Each	\$2,812.43	1	-19.00%	\$208.00	\$3,020.43	Close match to RFP from TRUE Fitness	TRUE FUSE-1100 Spec Sheet
5a) Strength Equipment - Front Lat Pull Down Machine		Commercial grade with specifications equal to or above the Hammer Strength Plate Loaded ISO Lateral Front Lat Pull Down, 11-gauge steel frame, starting resistance 1 lb., and six (6) standard weight horns.							
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Full Commercial, Made in the USA, with direct-linked diverging independent arm action. 360 degree articulating U-Grip handles to facilitate natural wrist movement. Adjustable seat and thigh hold-down for all heights, 12" weight prongs and 600 lbs weight capacity	TuffStuff PPL-135, Proformance Plus Plate Loaded Lat Pulldown	Each	\$2,691.75	1	-19.00%	\$84.00	\$2,775.75	Close match, or exceeds RFP from Tuffstuff Fitness. The brand that Mesa currently purchases	TuffStuff PPL-135 Lat Spec Sheet
Full Commercial, Unilateral arms diverge at 17.5 degrees per side to maximize articulation of the shoulder and allow for a complete range of motion. 4 position thigh pad fits wide range of users. 6 position seat uses gas cylinder assist for stable, friction-free adjustments. 4 weight storage posts	TRUE Palladium Series PLS-0300 Plate Loaded Lat Pulldown	Each	\$2,774.00	1	-19.00%	\$84.00	\$2,858.00	Close match to RFP from TRUE Fitness.	TRUE PLS-0300 Spec Sheet

Full Commercial, Stainless steel knurled grip, Unilateral independent arm motion, Diverging motion with close grip start position. Intuitive touch points and gas assisted seat adjust. Lever and cam system for optimum biomechanics. Low load points for safe and simple use. Integrated plate storage	Nautilus Model 9NP-L3003, Leverage Lat Pulldown	Each	\$2,395.00	1	-19.00%	\$84.00	\$2,479.00	Close match to RFP from Nautilus (Core Health & Fitness).	Nautilus Plate Loaded Leverage Spec Sheet
6) Strength Equipment - Sit-Up Bench	Commercial grade with specifications equal to or above the TuffStuff PPF-714 Proformance Plus Series Adjustable Decline Bench with 2"x4" 11-gauge welded oval tubular steel main frame.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Full Commercial, Made in the USA, Adjustable Decline Bench features multiple angle adjustments, from flat position (0° to -30°). Strategically designed, a built-in handle provides support while getting in and out of the self-adjusting foot rolls.	TuffStuff PPF-714 Proformance Plus Series Adjustable Decline Bench	Each	\$926.25	1	-19.00%	\$48.00	\$974.25	Exact Match to RFP, this is the model Mesa currently purchases	TuffStuff PPF-714 Spec Sheet
Adjustable Abdominal Decline Bench with 11 angled settings. The adjustable abdominal bench also includes a built-in handle for reverse abdominal exercises, and transport wheels to store when not in use.	TuffStuff CAB-335, Evolution Series Adjustable Decline Abdominal Bench	Each	\$447.44	1	-19.00%	\$48.00	\$495.44	Light commercial version of PPF-714, lower cost option	TuffStuff CAB-335 Spec Sheet
Full commercial with 9 adjustment settings ranging from -30 degrees to 10 degrees with 5 degree increments. Gas-cylinder assist for adjustment of back pad and heavy-duty ball-bearing wheels and lifting handle for easy movement	TRUE XFW-5300 Abdominal/ Decline Bench	Each	\$1,007.37	1	-19.00%	\$48.00	\$1,055.37	Close match to RFP from TRUE Fitness	TRUE XFW-5300 Spec Sheet
7) Strength Equipment - Smith Machine	Commercial grade with specifications equal to or above the TuffStuff PPL-900 Proformance Plus Services Smith Machine with counter balanced bar and 2"x4" 11 gauge welded oval tubular steel main frame.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Full commercial and made in the USA. Self-aligning Smith machine is counter-balanced for smooth movement. Built in storage for weights. Racking weight is safe and easy with fully adjustable spring action safety catches, and 10 lock-out racking positions.	TuffStuff PPL-900 Proformance Plus Series Smith Machine	Each	\$3,177.30	1	-19.00%	\$136.00	\$3,313.30	Exact Match to RFP, this is the model Mesa currently purchases	TuffStuff PPL-900 Spec Sheet
Self-aligning linear bearing Smith Press system and half-rack in one machine. Smith Machine includes integrated safety stoppers, built-in chinning bar, and weight plate storage. 7-degree slant Smith system with oversized aluminum bar.	TuffStuff CSM-600, Evolution Series Basic Smith-Half Cage	Each	\$2,088.24	1	-19.00%	\$136.00	\$2,224.24	Light commercial version, lower cost option	TuffStuff CSM-600 Spec Sheet

Full Commercial, 14 position bar catch assembly, weight carriage counterbalanced to 10 lbs (4.5kg) and angled 3 degrees to accommodate natural rotation of anatomical joints during exercise. Dual adjustable safety stops allow users to adjust range of motion, and 8 weight storage posts standard	TRUE XFW-6800 Counter Balanced Smith Machine	Each	\$3,023.37	1	-19.00%	\$136.00	\$3,159.37	Close match to RFP from TRUE Fitness	TRUE XFW-6800 Smith Machine Spec Sheet
8) Strength Equipment - Kettle Bells	Commercial grade made of cast iron bell and handle. Kettle Bells weights will range from ten (10) lbs. to sixty (60) lbs. or four (4) K to twenty-eight (28) K.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Sold by the pound. Commercial grade cast iron bell and handle. Color coated bands designate different weights. Weights range from 4kg/9lb White, 6kg/13lb Dark Blue, 8kg/18lb Pink, 12kg/26lb Light Blue, 16kg/35lb Yellow, 20kg/44lb Purple, 24kg/53lb Green, 28kg/62lb Orange, 32kg/70lb Red	Legion-LKB, KG/LB Cast Iron KettleBell Series	per pound	\$1.50	1	-35.00%	N/A	\$1.50	Match to RFP, this is the brand and model Mesa currently purchases	Legion-FPD KettleBells Spec Link
9) Strength Equipment - Medicine Balls	Specifications equal to or above the SPRI Xerball Medince Balls. Medicine Balls weight will range from six (6) lbs. to twenty (20) lbs. Please provide price for 8lb (most popular) and 15lb.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
The SPRI Xerball medicine ball is perfect for the traditional handheld, throwing, bouncing, and rebounding training practices. Extremely durable material, so the ball will retain its shape, even after bouncing. Comes in color-coded weights from 2-pounds up to 25-pounds.	SPRI Xerball Medicine Balls	Each	\$38.50	1	0.00%	N/A	\$38.50	Exact Match to RFP, this is the model Mesa currently purchases	SPRI Xerball Medicine Ball Spec
Smart Medicine Balls features 8 exercises embed on the ball so your next workout is already prepared! handheld, throwing, bouncing, and rebounding training practices. Durable material, comes in color-coded weights from 4-pounds up to 15-pounds.	Prism Smart Medicine Balls	Each	\$58.50	1	0.00%	N/A	\$58.50	Alternative brand Mesa also purchases	Prism Smart Medicine Ball Specs
10) Strength Equipment - Slam Balls	Sand filled, no bounce, roughly ten (10) to thirty (30) lbs. Please provide price for 15lb (most popular) and 20lb.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
SPRI Dead Weight Slam Balls are durable, sand-filled no-bounce balls that are ideal for tossing and slamming activities. Heavy-duty rubber shell provides maximum durability. Pliable, tacky surface is easy to grasp and throw. Perfect for rebounder, wall and floor slams.	SPRI 15lb Dead Weight Slam Ball	Each	\$33.50	1	0.00%	N/A	\$33.50	This is the brand and model Mesa currently purchases	SPRI Slam Ball Specs

SPRI Dead Weight Slam Balls are durable, sand-filled no-bounce balls that are ideal for tossing and slamming activities. Heavy-duty rubber shell provides maximum durability. Pliable, tacky surface is easy to grasp and throw. Perfect for rebounder, wall and floor slams.	SPRI 20lb Dead Weight Slam Ball	Each	\$40.00	1	0.00%	N/A	\$40.00	This is the brand and model Mesa currently purchases	SPRI Slam Ball Specs
Sand(silica) filled for true no bounce and balanced in a heavy-duty rubber shell, designed for maximum durability. Easy to grasp and throw with a pliable, tactified surface. Perfect for all ballistic over the head throwing exercises. 6 lb and 10 lb - 50 lb in 5 lb increments.	Apollo Athletics S-Ball Slam Balls	Each	\$29.75	1	0.00%	N/A	\$29.75	Alternative brand	Apollo S-Ball Specs
11) Strength Equipment - Wobble Board	Specifications equal to or above the SPRI Core Board.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
The SPRI Core Board is designed to target your core, enhance coordination, balance, and strength. You can stand on the board while performing balance training exercises or flip it over and hold the handles to use it as a push-up platform.	SPRI 02-71893 Core Board	Each	\$13.50	1	0.00%	N/A	\$13.50	Exact Match to RFP, this is the model Mesa currently purchases	SPRI Core Board Specs
12) Strength Equipment - Pull Up Bar	Specifications equal to or above the Apollo wall mount Chin Up Bar. The bar should be a minimum of forty-six (46) inches wide, made of solid steel, and include wall mount.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
The heavy-duty assembly bolts flush to its support brackets, letting it hold up to 400 Lbs., when properly installed. It can be mounted on wood 16-inch on center studs for custom widths at 16-inch or 32-inch apart. It can be mounted on concrete at any width up to 39 inches.	Apollo Athletics PULL-UP-RACK	Each	\$115.00	1	0.00%	N/A	\$115.00	Exact Match to RFP, this is the model Mesa currently purchases	Apollo Wall Mount Pull Up Specs
13) Strength Equipment - Pull Up System	Commercial grade with specifications equal to or above the Rogue P4 Pull-Up System with 1x2" 11-gauge steel, weight capacity of 500+ lbs and pull up bar depth of 30".								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Commercial grade Rogue P4 Pull-Up System with 1x2" 11-gauge steel, weight capacity of 500+ lbs and pull up bar depth of 30".	Rogue P4 Pull-Up System	Each	\$245.00	1	0.00%	N/A	\$245.00	Match to RFP, Rogue only sells direct. We can buy for Mesa at Rogue retail, no discounts available	Rogue P-4 Pull Up System Spec Link
The heavy-duty assembly bolts flush to its support brackets, letting it hold up to 400 Lbs., when properly installed. It can be mounted on wood 16-inch on center studs for custom widths at 16-inch or 32-inch apart. It can be mounted on concrete at any width up to 39 inches.	Apollo Athletics PULL-UP-RACK	Each	\$115.00	1	0.00%	N/A	\$115.00	Similar version to RFP spec, this is the model Mesa currently purchases	Apollo Wall Mount Pull Up Specs

14) Strength Equipment - Rings	Specifications equal to or above the Apollo Athletics Rings. The rings should be a set of two (2) rings, straps, and buckles made of commercial quality materials								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Apollo Gym Rings are easy to grip, and help prevent any slippage possibilities. The strap cam buckles adjust strap length and are a black high tensile strength nylon 1.5" wide and extra long (18') to accommodate handstand work. The straps and cam buckles are rated at over 1000 lbs each.	Apollo Athletics G-RING-WOOD	Each	\$40.00	1	0.00%	N/A	\$40.00	Exact Match to RFP, this is the model Mesa currently purchases	Apollo G-Ring Specs
15) Strength Equipment - Adjustable Incline Bench	Commercial grade with specifications equal to or above the TuffStuff PPF-701 Proformance Plus Series Flat/Incline Bench with 2"x4" 11-gauge welded oval tubular steel main frame. Bench should have a minimum of five (5) separate adjustments.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Full Commercial, Made in the USA with 2"x4" 11-gauge welded oval tubular steel main frame features a back support that is capable of adjusting from a completely flat position, to an 85-degree upright position. Includes a built-in handle and integrated wheels for transport.	TuffStuff PPF-701 Proformance Plus Series Flat/ Incline Bench		\$836.25	1	-19.00%	\$48.00	\$884.25	Exact Match to RFP, this is the model Mesa currently purchases. This is entered twice in the RFP	TuffStuff PPF-701 Spec Sheet
Adjustable exercise bench, with 8 multi-angle adjustments; accommodating everything from flat through shoulder press positions. Includes both independent seat adjustment, and a contoured lumber design for lower back support.	TuffStuff CDM-400, Evolution Series Deluxe Multi-Purpose Bench		\$632.24	1	-19.00%	\$48.00	\$680.24	Light commercial version of PPF-701, lower cost option	TuffStuff CDM-400 Spec Sheet
Full Commercial adjustable, 11-position bench ranging from -10 degrees to 85 degrees, 3-position seat, Easy-to-read Lexan label indicates back pad angle, Heavy-duty ball-bearing wheels coupled with ergonomic lifting handle provide mobility	TRUE XFW-7500 Flat-Incline-Divide Bench	Each	\$755.35	1	-19.00%	\$48.00	\$803.35	Similar Match to RFP from True Fitness	TRUE XFW7500 Spec Sheet
16) Strength Equipment - Incline Bench Press	Commercial grade with specifications equal to or above the TuffStuff PPF-708 Proformance Plus Series Olympic Incline Bench with 2"x4" 11-gauge welded oval tubular steel main frame. Bench should have plate storage and multiple tab positions.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Full Commercial, Made in the USA, 2"x4" 11-gauge welded oval tubular steel main frame incline bench, triple gun rack for multiple starting positions, 3/8" solid steel blue-zinc plated bar catches, angled frame design for natural lift-off position with optional weight storage and rear spotter platform	TuffStuff PPF-708 Proformance Plus Series Olympic Incline Bench	Each	\$1,203.75	1	-19.00%	\$48.00	\$1,251.75	Exact Match to RFP, this is the model Mesa currently purchases	TuffStuff PPF-708 Spec Sheet

Full Commercial, Made in the USA, 4-in-1 multi-purpose system provides the ultimate decline, flat, incline and shoulder presses (back pad adjusts from -10° to +80° degrees). Triple bar catches enable different starting positions, 3/8" solid steel blue-zinc plated bar catches, heavy duty diamond plated spotter platform and includes (10) Olympic weight storage holders	TuffStuff PPF-711 Proformance Plus Series 4-Way Olympic Bench w-Spotter Platform & Weight Storage	Each	\$2,351.25	1	-19.00%	\$120.00	\$2,471.25	This exceeds the spec and is a 4-way bench. Flat, incline, shoulder, and decline. This may be a better choice and eliminate the need to buy separate benches for each angle	TuffStuff PPF-711 Spec Sheet
Easily adjusts into 3 positions: Supine, 30 degrees incline, 10 degrees decline, 3-position seat and dual-position foot rest to accommodate users for each exercise, 3-position chromed bar catches with 6 plate holders come standard. Dual foot rest tubes with custom, molded-rubber, non-skid foot grips provide support during exercise.	TRUE XFW-8200 3-Way Bench Press	Each	\$1,637.37	1	-19.00%	\$120.00	\$1,757.37	This exceeds the spec and is a 3-way bench. Flat, incline, and shoulder. This may be a better choice and eliminate the need to buy separate benches for each angle	TRUE XFW-8200 Spec Sheet
17) Strength Equipment - Incline Press	Commercial grade with specifications equal to or above the Hammer Strength Plate Loaded ISO Lateral Incline Press, 11-gauge steel frame.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Full Commercial, Made in the USA, with Independent press arms allow single or dual movements, high pivot point mimics free weight lifting, multiple angle adjustment back support and seat height, Multi-grip handles provide neutral grip preferences, 12" length weight prongs and 600 lbs weight capacity	TuffStuff PPL-115, Proformance Plus Plate Loaded Shoulder/ Incline Press	Each	\$2,489.25	1	-19.00%	\$84.00	\$2,573.25	Close match to RFP from TuffStuff Fitness. The brand that Mesa currently purchases	TuffStuff PPL-115 Spec Sheet
Full Commercial, Unilateral arms converge at 25 degrees per side to maximize articulation of the shoulder and allow for a complete range of motion. Unique 4 position adjustable handles set range of motion. 6 position seat uses gas cylinder assist for stable, friction-free adjustments. 4 weight storage posts	TRUE Palladium Series PLS-1100 Plate Loaded Incline Chest Press	Each	\$2,495.00	1	-19.00%	\$84.00	\$2,579.00	Close match to RFP from TRUE Fitness.	TRUE PLS-1100 Spec Sheet
Full Commercial, Stainless steel knurled grip, Unilateral independent arm motion, converging motion with user pre-stretch adjustment. Gas assisted seat adjust. Lever and cam system for optimum biomechanics. Low load points for safe and simple use. Integrated plate storage	Nautilus Model 9NP-L2003, Plate Loaded Leverage Incline Press	Each	\$2,395.00	1	-19.00%	\$84.00	\$2,479.00	Close match to RFP from Nautilus (Core Health & Fitness).	Nautilus Plate Loaded Leverage Spec Sheet
18) Strength Equipment - Decline Press	Commercial grade with specifications equal to or above the Hammer Strength Plate Loaded ISO Lateral Decline Chest Press, 11-gauge steel frame.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Full Commercial, Stainless steel knurled grip, Unilateral independent arm motion, converging motion with user pre-stretch adjustment. Gas assisted seat adjust. Lever and cam system for optimum biomechanics. Low load points for safe and simple use. Integrated plate storage	Nautilus Model 9NP-L2004, Leverage Decline Press	Each	\$2,395.00	1	-19.00%	\$84.00	\$2,479.00	Close match to RFP from Nautilus (Core Health & Fitness).	Nautilus Plate Loaded Leverage Spec Sheet

Full Commercial, Made in the USA, with independent converging press arm technology, direct-link independent arm mechanism allows a controlled converging heavy weight lifting movement. Four angle adjustments on the seat bench with integrated safe Quick-change lever design. Weight capacity:800lbs.	TuffStuff PPL-105, Proformance Plus Plate Loaded Chest Press	Each	\$2,474.25	1	-19.00%	\$84.00	\$2,558.25	Close match to RFP from TuffStuff Fitness standard chest press. The brand that Mesa currently purchases	TuffStuff PPL-105 Spec Sheet
Full Commercial, Unilateral arms converge at 25 degrees per side to maximize articulation of the shoulder and allow for a complete range of motion. Unique 4 position adjustable handles set range of motion. 6 position seat uses gas cylinder assist for stable, friction-free adjustments. 4 weight storage posts	TRUE Palladium Series PLS-0100 Plate Loaded Chest Press	Each	\$2,395.00	1	-19.00%	\$84.00	\$2,479.00	TRUE PLS-0100 Spec Sheet	TRUE PLS-0100 Spec Sheet
19) Strength Equipment - Bench Press	Commercial grade with specifications equal to or above the Hammer Strength Plate Loaded ISO Lateral Bench press, starting resistance 7lb per work arm.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Full Commercial, Made in the USA, with independent converging press arm technology, direct-link independent arm mechanism allows a controlled converging heavy weight lifting movement. Four angle adjustments on the seat bench with integrated safe Quick-change lever design. Weight capacity:800lbs.	TuffStuff PPL-105, Proformance Plus Plate Loaded Chest Press	Each	\$2,474.25	1	-19.00%	\$84.00	\$2,558.25	Close match to RFP from TuffStuff Fitness. The brand that Mesa currently purchases	TuffStuff PPL-105 Spec Sheet
Full Commercial, Unilateral arms converge at 25 degrees per side to maximize articulation of the shoulder and allow for a complete range of motion. Unique 4 position adjustable handles set range of motion. 6 position seat uses gas cylinder assist for stable, friction-free adjustments. 4 weight storage posts	TRUE Palladium Series PLS-0100 Plate Loaded Chest Press	Each	\$2,495.00	1	-19.00%	\$84.00	\$2,579.00	Close match to RFP from TRUE Fitness.	TRUE PLS-0100 Spec Sheet
Full Commercial, Stainless steel knurled grip, Unilateral independent arm motion, converging motion with user pre-stretch adjustment. Gas assisted seat adjust. Lever and cam system for optimum biomechanics. Low load points for safe and simple use. Integrated plate storage	Nautilus Model 9NP-L2002, Leverage Chest Press	Each	\$2,395.00	1	-19.00%	\$84.00	\$2,479.00	Close match to RFP from Nautilus (Core Health & Fitness).	Nautilus Plate Loaded Leverage Spec Sheet
20) Strength Equipment - Leg Press Machine	Commercial grade with specifications equal to or above the TuffStuff PPL-960 Proformance Plus Series Plate Loaded Leg Press with 2"x4" 11-gauge welded oval tubular steel main frame. Bench should have plate storage and multiple tab positions.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Full commercial, made in the USA, with oversized convex footplate design for correct ankle and knee positioning throughout the full range of motion. Dual self-aligning 1-1/2" linear bearing system with dual safety catch and release handles. Heavy duty back support with multiple angle adjustments with calf block and bi-level weight holders	TuffStuff PPL-960 Proformance Plus Series Plate Loaded Leg Press	Each	\$4,008.75	1	-19.00%	\$136.00	\$4,144.75	Exact Match to RFP, this is the model Mesa currently purchases	TuffStuff PPL-960 Spec Sheet

Horizontal Plate Loaded Leg Press / Hack Squat features a unique 2 in 1 design that allows seated leg press and prone hack squat positions. Dual foot plates allow a variety of foot placement options, and targeted muscle isolation.	TuffStuff CLH-300, Evolution Series Horizontal Plate Loaded Leg Press/ Hack Squat	Each	\$1,746.64	1	-19.00%	\$136.00	\$1,882.64	Light commercial version, lower cost option	TuffStuff CLH-300 Spec Sheet
Full commercial with premium grade linear bearings and high capacity weight carriage, 45 degrees, dual-position pivoting carriage stops, 3-position secondary safety stops, back pad adjusts to 7 positions, wide foot plate with molded rubber non-skid covering and calf raise, 4 weight storage posts standard	TRUE XFW-7800 Plate Loaded Leg Press	Each	\$3,905.37	1	-19.00%	\$136.00	\$4,041.37	Close match to RFP from TRUE Fitness	TRUE XFW-7800 Leg Press Spec Sheet
21) Strength Equipment - Glute/Hamstring Bench	Commercial with specifications equal to or above the TuffStuff CGH 400 Evolution Series Glute/Ham Bench with adjustable components for different size users.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Heavyweight design, which allows users to strengthen gluteal, hamstring and lower back muscles. The contoured thigh pads offer maximum support and comfort, while the foot rolls adjust horizontally and vertically for custom fit and intensity variation.	TuffStuff CGH-450, Evolution Series Glute/ Ham Bench	Each	\$631.24	1	-19.00%	\$61.00	\$692.24	Exact Match to RFP, this is the model Mesa currently purchases	TuffStuff CGH-450 Spec Sheet
Full Commercial, Made in the USA with unique adjustable foot support for optimal positioning and comfort, Footplate adjustments assisted by linear bearing carriage, Built-in handles for support during exercise and Ergonomically designed support pads for comfort	TuffStuff PPF-718 Proformance Plus Series Glute Ham Bench	Each	\$1,866.75	1	-19.00%	\$48.00	\$1,914.75	Exceeds RFP specs. Mesa also purchases this full commercial version	TuffStuff PPF-718 Spec Sheet
22) Strength Equipment - Dip Rack	Commercial grade with specifications equal to or above the TuffStuff PPF-720 Proformance Plus Chin/Dip/Leg raise with step up.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Full Commercial, made in the USA, unique 3-in-1 workout station design enables a variety of wide and narrow grip pull-ups, leg raises, and dip exercises. Contoured arm support provides proper positioning during exercise.	TuffStuff PPF-720 Proformance Plus Chin/ Dip/ Leg Raise with step up	Each	\$1,623.75	1	-19.00%	\$72.00	\$1,695.75	Exact Match to RFP, this is the model Mesa currently purchases	TuffStuff PPF-720 Spec Sheet
Space efficient machine for performing knee raises, hanging leg raises, chin-ups, dips, push-ups and sit ups. The dual function support pad can be used for ab crunches or serve as VKR back support during leg raise exercises.	TuffStuff CCD-347, Evolution Series Chin-Dip/ VKR/ Ab Crunch/ Push-Up Training Tower	Each	\$733.04	1	-19.00%	\$72.00	\$805.04	Light commercial version of PPF-720, lower cost option	TuffStuff CCD-347 Spec Sheet
Full Commercial Vertical Knee Raise and Dip Station with contoured elbow pads and back pad angled 15 degrees for support and proper anatomical alignment during knee raise exercise. Rubber molded foot plates ease entry and exit	TRUE XFW-6400, Vertical Knee Raise/Dip	Each	\$944.37	1	-19.00%	\$72.00	\$1,016.37	TRUE model with dip and knee raise only, no pull up	TRUE XFW-6400 Spec Sheet

23) Strength Equipment - Dual Leg Extension-Curl Machine	Commercial grade with specifications equal to or above the TuffStuff PPD-806 Proformance Plus Series Leg Extension/Curl with two hundred twenty (220) lb weight stack, 2"x4" 11-gauge welded oval tubular steel main frame and a High strength Mectral steel reinforced Kevlar® belt, Bio-mechancially correct seat angle, self-adjusting foot roll to accomodate different leg lengths, gas assist back support, Standard 220 lbs. steel weight stack with patented add-on weight system (Optional 295 lbs).								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Full Commercial, made in the USA, Leg Extension/ Curl with 220lbs Weight Stack with 2"x4" 11-gauge welded oval tubular steel main frame, High strength Mectral steel reinforced Kevlar® belt, Bio-mechancially correct seat angle, self-adjusting foot roll to accommodate different leg lengths, gas assist back support, Standard 220 lbs. steel weight stack with patented add-on weight system (Optional 295 lbs.)	TuffStuff PPD-806 Proformance Plus Series Leg Extension/ Curl machine	Each	\$3,856.30	1	-19.00%	\$120.00	\$3,976.30	Exact Match to RFP, this is the model Mesa currently purchases	TuffStuff PPD-806 Leg Ext-Curl Spec Sheet
Commercial Leg Extension / Curl is a great option for police and fire department gyms. Convenient adjustment handles for easy transitions between exercises, quick release handle for thigh hold-down support, easy positioning counter-balanced pivot arm with self-aligning foot roll. 200 lbs. steel weight stack	TuffStuff CG-9514, CalGym Series Leg Extension/ Curl Machine	Each	\$2,532.73	1	-19.00%	\$120.00	\$2,652.73	Mid-Level Commercial version from same Manufacture. Mesa has purchased this model before	TuffStuff CG-9514 Leg Ext-Curl Spec Sheet
Commercial Leg Extension / Curl with multi-position contoured back pad with lumbar support wings and integrated head pad. Three starting positions for both Leg Extension and Leg Curl exercises, 4-position ankle pad, fixed shin pad provides stability during Leg Curl exercise	TRUE SD-1000, FORCE Series Leg Extension Leg Curl machine	Each	\$2,248.43	1	-19.00%	\$208.00	\$2,456.43	Close specs to RFP from TRUE Fitness	TRUE SD1000 Leg Extension-Curl Spec Sheet
24) Strength Equipment - Dumbbell Rack	Commercial grade with specifications equal to or above the TuffStuff Evolution Series CDR-300 two (2) tier dumbbell rack with the option added 3rd Tier or Legion Fitness Equipment equivalent. Specification may depend on the type of dumbbells being stored.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Commercial 2-Tier Dumbbell / Kettlebell Rack with tray design converts from angled to flat position to hold hex dumbbells and kettle bells (tray depth 12"). Optional add-on 3rd tray CDR-300E	TuffStuff CDR-300, Evolution Series 2-Tier Tray Style Dumbbell Rack	Each	\$486.64	1	-19.00%	\$48.00	\$534.64	This is one of the models Mesa currently purchases	TuffStuff CDR-300 Spec Sheet
Heavy Duty 3-Tier Horizontal Dumbbell Rack (Holds 5-50)	Legion LDBR-3T, 3-Tier Horizontal Dumbbell Rack (Holds 5-50)	Each	\$254.49	1	-35.00%	\$48.00	\$302.49	Alternative Legion Brand lower cost option model	Legion LDBR Dumbbell Rack Spec Sheet
Commercial 3-Tier Tray Rack with oversized flat trays to accommodate any style dumbbell. Angle of top tray allows kettlebell storage	TRUE FORCE SF1050, 3-Tier, 10-Pair Dumbbell Rack	Each	\$512.43	1	-19.00%	\$48.00	\$560.43	Alternative TRUE brand 3-Tier Tray Rack	TRUE SF1050 Spec Sheet

25) Strength Equipment - Cable Row and Lat Pull Down Machine	Commercial grade with specifications equal to or above the TuffStuff PPD-802 Proformance Plus Series Lat/Mid/Low-Row with two hundred twenty (220) lbs weight stack, unique 3-in-1 design with independent lat, triceps and low row stations, 2"x4" 11-gauge welded oval tubular steel main frame and a high strength Mectral steel reinforced Kevlar® belt.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Full Commercial, Made in the USA, with 3-in-1 design that includes independent lat, tricep, and low row stations, adjustable thigh hold-down roller pads, High strength Mectral steel reinforced Kevlar® belt, standard 220 lbs. weight stack with patented add-on weight system and optional 295 lbs. weight stack available	TuffStuff PPD-802 Proformance Plus Series Lat/ Mid/ Low-Row w-220lbs Weight Stack	Each	\$3,339.90	1	-19.00%	\$120.00	\$3,459.90	Exact Match to RFP, this is the model Mesa currently purchases	TuffStuff PPD-802 Spec Sheet
Commercial Lat/ Mid Row. Key features include Dual function lat and mid row exercises, adjustable thigh hold down pads, oversized bench for seated row exercises, rubber coated foot rests for secure brace positioning and 200 lbs. steel weight stack	TuffStuff CG-9504 CalGym Series Lat/Mid-Row	Each	\$2,364.93	1	-19.00%	\$120.00	\$2,484.93	Mid-Level Commercial version from same Manufacture. Mesa has purchased this model before	TuffStuff CG-9504 Spec Sheet
Commercial Lat/ Row Machine with 10-position thigh pad easily adjusts to accommodate a wide range of users, angled seat for proper alignment during both pulldown and row exercises. Standard 175lb Stack with optional 255lb stack	TRUE FORCE SD1002 Lat/ Row Machine (Standard Stack)	Each	\$2,336.43	1	-19.00%	\$208.00	\$2,544.43	Close specs to RFP from TRUE Fitness	TRUE FORCE SD1002 Spec Sheet
26) Strength Equipment - Plyometric Stands	Commercial grade with specifications equal to or above the Apollo Athletic Plyo boxes. Height ranges from 12" to 24".								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Heavy duty steel construction with welded frames and ribbed top to prevent slip. Available in 12-36" Heights. Wide base and angled construction prevents tipping and stackable for easy storage.	Apollo Athletics PB-12, 12" PlyoMetric Box	Each	\$60.00	1	0.00%	N/A	\$60.00	Exact Match to RFP, this is the model Mesa currently purchases	Apollo Plyo Box Spec Link
Heavy duty steel construction with welded frames and ribbed top to prevent slip. Available in 12-36" Heights. Wide base and angled construction prevents tipping and stackable for easy storage.	Apollo Athletics PB-24, 24" PlyoMetric Box	Each	\$85.00	1	0.00%	N/A	\$85.00	Exact Match to RFP, this is the model Mesa currently purchases	Apollo Plyo Box Spec Link
The Legion 3 'N 1 Soft Plyo Box is the safest plyo box available with solid and stable durable foam interior, double stitched vinyl upholstery, 20 , 24 and 30" heights in one plyo box	Legion LSPB, 3 'N 1 SOFT PLYO BOX 30" x 20" x 24"	Each	\$180.00	1	0.00%	N/A	\$180.00	Alternative type plyo box 3 sizes in one. Safer use	Legion Soft Plyo Box Spec Sheet
27) Strength Equipment - Olympic Straight Bar	Commercial grade with specifications equal to or above the FPD/or Legion 7' Commercial Olympic Bar with 1,2000 lb capacity.								

Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Full Commercial Commercial 7' Olympic Bar accommodates 2" Olympic plates with a 1,200-Pound weight capacity, black bar with Chrome Sleeves	Legion LOB86-1200, 7' Olympic Bar 1,200lb Test, Bushing, 28mm, Black w/ Chrome Sleeves	Each	\$165.75	1	-35.00%	N/A	\$165.75	Exact Match to RFP, this is the model Mesa currently purchases	Legion-FPD-Olympic Bar Spec Link
7' International Bar features an Anodized Hard Chrome Finish with 700# test – 135,000 PSI rating – 30mm. Handle	Hampton IB-86-7CE 7' Int'l Bearing Bar w/ Hard Chrome, 700# Test - 30 mm, 135,000 psi rating MSRP	Each	\$230.00	1	-5.00%	N/A	\$230.00	This is the model Mesa formerly purchased	Hampton IB-86-7CE Spec Link
28) Strength Equipment - Olympic E-Z Curl Bar	Commercial grade with specifications equal to or above the Hampton/Legion/FBD Olympic curl bar with a 30mm diameter bar and 47" length.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Commercial Olympic Curl Bar – 48" Hard Chrome finish.	Legion-LOB48C, Commercial Olympic Curl Bar	Each	\$99.45	1	-35.00%	N/A	\$99.45	Exact Match to RFP, this is the model Mesa currently purchases	Legion-FPD-Oly Curl Bar Spec Sheet
Commercial Olympic Curl Bar with Hard Chrome 4' finish	Hampton IB-49CE Oly EZ Curl Bar	Each	\$155.00	1	-5.00%	N/A	\$155.00	This is the model Mesa formerly purchased	Hampton IB-49CE Spec Link
29) Strength Equipment - Olympic Plates	Commercial grade with specifications equal to or above the FPD/ or Legion Rubber Coated Olympic Grip Plates with weights of five (5), ten (10), twenty-five (25), thirty-five (35), and forty-five (45) lbs.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Commercial Olympic Rubber Grip Plate features grip plates with a stainless steel center ring hydraulically pressed into position to prevent surface damage to plates and bars. Available in 2.5, 5, 10, 25, 35, & 45lb sizes. Sold by the pound	Legion LRGP, Olympic Rubber Grip Plate	Each	\$382.50	1	-35.00%	N/A	\$382.50	Exact Match to RFP, this is the model Mesa currently purchases	Legion-FDP-Rubber Grip Plate Spec Sheet
Hampton's rubber grip plates have an ergonomically curved handle, making it easy to pick up off the floor. Available in 2.5, 5, 10, 25, 35, & 45lb sizes. Sold by the pound	Hampton HOG-R, Rubber Grip Plate	Each	\$123.75	1	-5.00%	N/A	\$123.75	This is the plate Mesa purchased before switching to Legion for cost savings	Hampton HOG-R Spec Link
30) Strength Equipment - Rubber Olympic Plates (12, 25, 35, 45 lbs. options)	Commercial grade with specifications equal to or above the Hampton/Legion/FBD Rubber Bumper Plates with the same diameter as a forty-five (45) lb. Olympic plate.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Commercial Olympic Solid Rubber Bumper Plates – High quality rubber allows for a consistent dead bounce. All plates are IWF standard, 450mm in diameter. Weight Options: 10lb, 15lb, 25lb, 35lb, 45lb. Widths: 10lb – 20mm, 25lb – 40mm, 35 lb – 48mm, 45lb – 53mm. Sold by the pound	Legion LRBP, Solid Rubber Bumper Plate (Black)	per pound	\$1.50	1	-35.00%	N/A	\$1.50	Exact Match to RFP, this is the model Mesa currently purchases	Legion-FPD-Bumper Plate Link

31) Strength Equipment - Flat Bench	Commercial grade with specifications equal to or above the TuffStuff TuffStuff PPF-702 Plus Series Flat Bench with 2"x4" 11-gauge welded oval tubular steel main frame.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Full Commercial, Made in the USA Flat Bench with 2"x4" 11-gauge welded oval tubular steel main frame, handle and transport wheels	TuffStuff PPF-702 Proformance Plus Series Flat Bench	Each	\$393.75	1	-19.00%	\$48.00	\$441.75	Exact Match to RFP, this is the model Mesa currently purchases	TuffStuff PPF-702 Spec Sheet
Commercial Flat bench with built-in wheels for easy roll-away, Heavyweight construction designed for heavy dumbbell workouts	TuffStuff CFB-305, Evolution Series Flat Bench	Each	\$251.44	1	-19.00%	\$48.00	\$299.44	This is the light commercial version of the PPF-702	TuffStuff CFB-305 Spec Sheet
Full Commercial heavy duty flat bench with Small base end for unrestricted use, Heavy-duty ball-bearing wheels and ergonomic lifting handle for mobility	TRUE XFW-7000 Flat Bench	Each	\$503.37	1	-19.00%	\$48.00	\$551.37	Close specs to RFP from TRUE Fitness	TRUE XFW-7000 Spec Sheet
32) Strength Equipment - Decline Bench	Commercial grade with specifications equal to or above the TuffStuff PPF-700 Performance Plus Series Multi-Adjustable Bench with 2"x4" 11-gauge welded oval tubular steel main frame. Bench must have Decline/ Flat/ Incline ability.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Full Commercial, Made in the USA, adjusts from Decline to 85-degree upright position. Multi-angle seat pad adjustments, and adjustable foot roll support. Built-in handle and transport wheels	TuffStuff PPF-700 Performance Plus Series Multi-Adjustable Bench	Each	\$1,025.25	1	-19.00%	\$48.00	\$1,073.25	Exact Match to RFP, this is the model Mesa currently purchases	TuffStuff PPF-700 Spec Sheet
Highly adjustable Multi-Purpose Bench adjusts from a decline to full upright position. Includes leg hold down and independent seat adjustments. Built-in handle and transport wheels	TuffStuff CMB-375, Evolution Series Deluxe Multi-Purpose FID Bench	Each	\$565.04	1	-19.00%	\$48.00	\$613.04	This is the light commercial version of the PPF-700	TuffStuff CMB-375 Spec Sheet
Full Commercial adjustable, 11-position bench ranging from -10 degrees to 85 degrees, 3-position seat, Easy-to-read Lexan label indicates back pad angle, Heavy-duty ball-bearing wheels coupled with ergonomic lifting handle provide mobility	TRUE XFW-7500 Flat-incline-Decline Bench	Each	\$755.37	1	-19.00%	\$48.00	\$803.37	Similar Match to RFP from True Fitness	TRUE XFW7500 Spec Sheet
33) Strength Equipment - Preacher Curl Bench	Commercial grade with specifications equal to or above the TuffStuff PPF-706 Performance Plus Series Preacher Curl Bench with 2"x4" 11-gauge welded oval tubular steel main frame.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Full Commercial, Made in the USA, with 2"x4" 11-gauge welded oval tubular steel main frame, Bio-mechanically correct angle arm support, and rubber padded bar cradles	TuffStuff PPF-706 Proformance Plus Series Preacher Curl Bench	Each	\$680.25	1	-19.00%	\$48.00	\$728.25	Exact Match to RFP, this is the model Mesa currently purchases	TuffStuff PPF-706 Spec Sheet
Commercial Preacher Bench with large contoured arm support, pull-pin height adjustment, and rubber padded bar cradle	TuffStuff CAC-365, Evolution Series Seated Arm Curl Bench	Each	\$324.24	1	-19.00%	\$48.00	\$372.24	This is the light commercial version of the PPF-706	TuffStuff CAC-365 Spec Sheet

Full commercial bench with molded, contoured seat with 6-position height adjustment, arm pad angled at 45 degrees, replaceable, plastic wear guards on bar-support catches, and custom molded, non-skid foot support pads	TRUE XFW-5000 Preacher Curl Bench	Each	\$755.37	1	-19.00%	\$48.00	\$803.37	Similar Match to RFP from True Fitness	TRUE XFW-5000 Spec Sheet
34) Strength Equipment - Squat Rack	Commercial grade with specifications equal to or above the TuffStuff PPF-810 Performance Plus Series Deluxe Power Rack with 2"x4" 11-gauge welded oval tubular steel main frame, double sided racking system, spring assisted J-Hook bar catches, Lever-lock crossbeam Safety stopper, (12) Olympic weight plate storage holders, and built-in band pegs and Olympic bar storage.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Full Commercial, Made in USA, Power Rack with double-sided racking system, patented, spring-assisted J-Hook bar catches on the front and back uprights, lever-lock Safety Stoppers, Multi-grip pull-up station for wide, narrow, reverse and neutral grip exercises, (12) Built-in Olympic weight plate storage holders, 2" round fat bar connectors provide an additional pull-up station, built-in band pegs and storage and optional Landmine, J-Hooks, Support Belt	TuffStuff PPF-810 Proformance Plus Series Deluxe Power Rack	Each	\$2,703.75	1	-19.00%	\$136.00	\$2,839.75	Exact Match to RFP, this is the model Mesa currently purchases	TuffStuff PPF-810 Spec Sheet
Heavy duty commercial rack with patented J-Hooks that allow multiple racking height options, lever action pull-pin safety stoppers for easy safety bar adjustments, 1-1/4" top cross bar combines as pull-up station and structural support. Optional Dip Attachment, "J Hooks", and High/Low Pulley	TuffStuff CPR-265, Evolution Series Power Rack	Each	\$1,225.84	1	-19.00%	\$136.00	\$1,361.84	This is a mid-level light commercial rack alternative	TuffStuff CPR-265 Spec Sheet
Full commercial with 23 available adjustment points at 3"/8 cm increments, Fully adjustable bar catches and chrome-plated catch, rails accommodate wide range of exercises, Integrated pull-up station includes wide and narrow grips, Eight plate holders come standard, Floor anchor provisions in frame	TRUE XFW-7900 Power Rack	Each	\$1,763.37	1	-19.00%	\$136.00	\$1,899.37	Close match to RFP from TRUE Fitness	TRUE XFW-7900 Spec Sheet
35) Strength Equipment - Safety Squat Bar	Commercial grade with specifications equal to or above the Elite FTS SS Yoke Bar.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Bar design to build your squat and pulls while saving shoulder and back with load displacing pad design.	Legion LSSB, Safety Squat Bar	Each	\$178.50	1	-35.00%	N/A	\$178.50	Close match to RFP from Legion Fitness	Legion Safety Squat Bar Spec Sheet
Bar design to build your squat and pulls while saving shoulder and back with load displacing pad design.	Elite FTS SS Yoke Bar	Each	\$499.00	1	0.00%	N/A	\$499.00	Match to RFP, this brand sells direct. We can buy for Mesa at their selling price	Elite FTS Spec Link
36) Strength Equipment - V Squat	Commercial grade with specifications equal to or above the Hammer Strength Plate Loaded V Squat, 11-gauge steel frame, 2 standard weight horns, and starting resistance 54 lbs.								

Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Full Commercial, Made in the USA, power squat is the closest thing to free weights lifting. Self-spotting lockout/release handle with built-in adjustable safety stopper. Heavy duty non-slip rubber footplate cover on a concave design eases pressure on the knees, ankles and feet. 14" weight prongs. Built-in band-pegs for resistance-band exercises. Weight capacity: 800 lbs.	TuffStuff PPL-165, Proformance Plus Plate Loaded Power Squat	Each	\$2,751.75	1	-19.00%	\$136.00	\$2,887.75	Close match or exceeds RFP from TuffStuff Fitness. The brand the Mesa currently purchases	TuffStuff PPL-165 Power Squat Spec Sheet
Full Commercial with Unique single pivot design allows for maximum hip extension with no spinal compression. Low profile easy entry/exit design features oversized foot platform with non-skid surface for exercise variation. Adjustable secondary stop provides complete range of motion for taller users	TRUE Palladium Series PLS-0800 Plate Loaded Squat Press	Each	\$2,895.00	1	-19.00%	\$136.00	\$3,031.00	Close match to RFP from TRUE Fitness.	TRUE PLS-0800 Spec Sheet
37) Strength Equipment - Reflex Hack Squat	Commercial grade with specifications equal to or above the Rogue Reflex Hack Squat - Linear Bearing, 11-gauge welded tubular steel, 2in hardened guide rods with linear bearing carriage, 40-50 degree with 3 position adjustable & over sized foot deck, 15" weight sleeves, 2" & 3" high density foam pads, weight band capability, rubber conform grip handles, 6 bolt on plate storage pegs, 7 position safety stops, and 2 position safety handle.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Full Commercial, Made in the USA with 2"x4" 11-gauge welded oval tubular steel main frame, Oversized convex footplate design assures correct ankle and knee positioning. Dual safety catch and release handles, 35° angle of travel with starting weight of 90 lbs. Dual self-aligning 1-1/2" linear bearing system, 1-1/2" precision solid steel shafts. Built-in Olympic weight storage 14-1/2" weight horn and 7-1/2" top weight horn	TuffStuff PPL-965, Proformance Plus Plate Loaded Hack Squat	Each	\$3,903.75	1	-19.00%	\$136.00	\$4,039.75	Exceeds RFP spec from TuffStuff Fitness. The brand the Mesa currently purchases	TuffStuff PPL-965 Hack Squat Spec Sheet
Rogue Reflex Hack Squat - Linear Bearing, 11-gauge welded tubular steel, 2in hardened guide rods with linear bearing carriage, 40-50 degree with 3 position adjustable & over sized foot deck, 15" weight sleeves, 2" & 3" high density foam pads, weight band capability, rubber conform grip handles, 6 plae storage pegs, 7 position safety stops, 2 position safety handle.	Rogue Reflex Hack Squat	Each	\$5,499.00	1	0.00%	\$136.00	\$5,635.00	Match to RFP, Rogue only sells direct. We can buy for Mesa at Rogue retail, no discounts available	Rogue Reflex Hack Squat Link
Full Commercial with Back pad offloads weight against hips rather than spine provides support throughout range of motion. Low profile easy entry/exit design features oversized foot platform with non-skid surface for exercise variation. 4 position adjustable safety stop allows users to set range of motion best suited to their individual needs. 2 weight storage posts	TRUE Palladium Series PLS-1000 Plate Loaded Hack Squat	Each	\$3,750.00	1	-19.00%	\$136.00	\$3,886.00	Close match to RFP from TRUE Fitness.	TRUE PLS-0100 Spec Sheet

38) Strength Equipment - Seated Calf Raise	Commercial grade with specifications equal to or above the PPL-955 Performance Plus Series Plate Loaded Seated Calf machine with 2"x4" 11-gauge welded oval tubular steel main frame.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Full Commercial, Made in the USA with 2"x4" 11-gauge welded oval tubular steel main frame, adjustable knee hold-down pads, swivel pivot arm easily engages and disengages, 7" weight horn and non-slip footplate	TuffStuff PPL-955 Performance Plus Series Plate Loaded Seated Calf machine	Each	\$1,225.00	1	-19.00%	\$84.00	\$1,309.00	Exact Match to RFP, this is the model Mesa currently purchases	TuffStuff PPL-955 Spec Sheet
Full Commercial plate loaded calf machine with 5 position pivoting seat, adjustable thigh pad, custom-molded, curved non-skid foot platforms, and weight horn with plastic wear guard	TRUE XFW-5700 Plate Loaded Seated Calf Machine	Each	\$1,007.37	1	-19.00%	\$84.00	\$1,091.37	Alternative TRUE model similar specs	TRUE XFW-5700 Spec Sheet
39) Strength Equipment - Dip/Chin Assist Machine	Commercial grade with specifications equal to or above the TuffStuff PPS-215 Performance Plus Series Assisted Chin-Dip with 2"x4" 11-gauge welded oval tubular steel main frame, two hundred twenty (220) lbs weight stack and a High strength Mectral steel reinforced Kevlar® belt.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Full Commercial, Made in USA, Assisted Chip Dip with counter-balanced knee pad to control weight-assistance during exercise. The knee pad folds away for unassisted chin ups and dips. Twist-lock narrow or wide dipping handles, Multiple chin-up handles and grip positions, High strength Mectral steel reinforced Kevlar® belt, and standard 220 lbs. weight stack with patented add-on weight system. Optional 295 lbs. weight stack available	TuffStuff PPS-215 Performance Plus Series Assisted Chin-Dip w-220lbs Weight Stack	Each	\$3,671.50	1	-19.00%	\$168.00	\$3,839.50	Exact Match to RFP, this is the model Mesa currently purchases	TuffStuff PPS-215 Spec Sheet
Full Commercial, Multi-grip chin bar includes wide, narrow, and neutral, foot platform retracts for bodyweight exercises, dip bars pivot to accommodate wide range of users, integrated towel holder and accessory tray with cup holder. Standard 210lb weight stack and optional 310lb stack	TRUE FUSE4000, Weight Assisted Chin Dip, Standard Stack 210lb/96kg	Each	\$3,704.43	1	-19.00%	\$208.00	\$3,912.43	Alternative TRUE model similar specs	TRUE FUSE4000 Spec Sheet
40) Strength Equipment - Fly/Deltoid Machine	Commercial grade with specifications equal to or above the TuffStuff PPD-803 Performance Plus Series Pec/Fly/ Rear Delt with a two hundred twenty (220) lb. weight stack, 2"x4" 11-gauge welded oval tubular steel main frame and a High strength Mectral steel reinforced Kevlar® belt.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs

Full Commercial, Made in the USA, Pec Fly/ Rear Delt features independent, adjustable arms for unilateral and bilateral movements. Multiple starting positions, self-adjusting pivot arms and floating handle for natural hand positioning, gas assist seat adjustments, High strength Mectral steel reinforced Kevlar® belt, standard 220 lbs. weight stack with patented add-on weight system, and option 295lb stack	TuffStuff PPD-803 Proformance Plus Series Pec/ Fly/ Rear Delt with 220lbs Weight Stack	Each	\$3,587.50	1	-19.00%	\$120.00	\$3,707.50	Exact Match to RFP, this is the model Mesa currently purchases	TuffStuff PPD-803 Spec Sheet
Full Commercial, compact design with 5 position seat that uses four-bar linkage with gas cylinder assist, dual-position handles with angled grips pivot to replicate dumbbell movements. Weight stack conveniently located for easy access. Standard 170lb weight stack with optional 250lb stack	TRUE FUSE1000, Pec/ Rear Delt(Standard Stack 170lb/77kg)	Each	\$3,134.43	1	-19.00%	\$208.00	\$3,342.43	Alternative TRUE model similar specs	TRUE FUSE1000 Spec Sheet
Commercial Fitness Line Series Pec-Fly, Rear Delt with 6-position seat assembly, 7-position arm adjustment provides full range of motion. Dual-position handles with angled pivot accommodates a wide range of users and replicates fluid dumbbell movements	TRUE Fitness Lin FS-55, Pec/ Fly, Rear Delt Machine	Each	\$2,165.43	1	-19.00%	\$120.00	\$2,285.43	Alternative TRUE model similar specs, mid level	TRUE FS-55 Spec Sheet
41) Strength Equipment - Deadlift Platform	Commercial grade with specifications equal to or above the Rogue Deadlift Platform with 2x2" 11-gauge steel frame, including eight (8) smooth runner tiles.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
TuffStuff All Rubber Platform dimensions: 97 x 65 x 97 in. Frame: 3"x 3" 7-gauge (3/16" and 1/8" wall thickness) tubular steel construction. Shipping Weight: 860 lbs	TuffStuff PXL5-7923.1 6' x 8' Free Standing Rubber Platform	Each	\$1,075.00	1	0.00%	\$144.00	\$1,219.00	Alternative TuffStuff model exceeds specs	TuffStuff Platform Sheet
Rogue Deadlift Platform with 2x2" 11-gauge steel frame, including eight (8) smooth runner tiles.	Rogue Deadlift Platform	Each	\$1,399.00	1	0.00%	\$144.00	\$1,543.00	Match to RFP, Rogue only sells direct. We can buy for Mesa at Rogue retail, no discounts available	Rogue Deadlift Platform Link
42) Strength Equipment - Reverse Hyper	Commercial grade with specifications equal to or above the RH-2 Rogue Reverse Hyper, compatible with all increments of bumpers and steel, including 45lb steel plates, multiple handholds to accommodate varying user heights, includes Rogue Axles Collars and Spud Inc, Hyper Strap.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
RH-2 Rogue Reverse Hyper, compatible with all increments of bumpers and steel, including 45lb steel plates, multiple handholds to accommodate varying user heights, includes Rogue Axles Collars and Spud Inc, Hyper Strap.	Rogue RH-2 Reverse Hyper	Each	\$1,190.00	1	0.00%	\$79.00	\$1,269.00	Match to RFP, Rogue only sells direct. We can buy for Mesa at Rogue retail, no discounts available	Rogue RH-2 Revers Hyper Link
43) Strength Equipment - Dual Cable Cross	Commercial grade with specifications equal to or above the Freemotion Genesis Dual Cable Cross G624, dual weight stacks: Stack 1:240lbs, Stack 2:240lbs, weight stack configuration: 3.3-80 lbs each, vertical and horizontal arm rotation adjustments, and dual swivel pulleys.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Freemotion Genesis Dual Cable Cross G624, dual weight stacks: Stack 1:240lbs, Stack 2:240lbs, weight stack configuration: 3.3-80 lbs each, vertical and horizontal arm rotation adjustments, and dual swivel pulleys.	FreeMotion Genesis G624 Dual Cable Cross	Each	\$5,995.00	1	0.00%	\$235.00	\$6,230.00	Exact Match to RFP	FreeMotion G624 Spec Link

Full commercial, Made in the USA, Functional Trainer with (2) x 300lb Weight Stacks, hydraulically supported arms for safe and easy adjustments, 86-inch cable travel per handle, 12-positions (150°) of vertical adjustments, 5-positions (165°) of horizontal adjustments, two (2) 300 lb weight stacks, resistance at handle is approximately 1/4 of the weight selected, and EXERFLEX PRO® high performance fitness cable rated at 4200lbs. tensile strength.	TuffStuff PPMS-245 Proformance Plus Series Functional Trainer	Each	\$4,686.50	1	-19.00%	\$188.00	\$4,874.50	Exceeds RFP spec, this is the model Mesa currently purchases	TuffStuff PPMS-245 Spec Sheet
Commercial functional trainer with small footprint, 360 degrees rotating swivel pulleys, open frame design for benches, wheelchairs, and stability balls. Hydraulically supported pivot arms enable safe vertical adjustments. 1/4 ratio delivers 2.5 lbs resistance increments, and 96" of cable travel. Quick change trigger-style adjustments. Includes two (2) 200 lbs weight stacks	TuffStuff MFT-2700 Dual Cable Functional Trainer	Each	\$3,605.84	1	-19.00%	\$188.00	\$3,793.84	This is a mid-level commercial version from TuffStuff	TuffStuff MFT-2700 Spec Sheet
44) Strength Equipment - Functional Trainer Machine	Commercial grade with specifications equal to or above the TuffStuff PPMS-245 Proformance Plus Series Functional Trainer with (2) x 300lb Weight Stacks, hydraulically supported arms for safe and easy adjustments, 86-inch cable travel per handle, 12-positions (150°) of vertical adjustments, 5-positions (165°) of horizontal adjustments, two (2) 300 lb weight stacks, resistance at handle is approximately 1/4 of the weight selected, and EXERFLEX PRO® high performance fitness cable rated at 4200lbs. tensile strength.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Full commercial, Made in the USA, Functional Trainer with (2) x 300lb Weight Stacks, hydraulically supported arms for safe and easy adjustments, 86-inch cable travel per handle, 12-positions (150°) of vertical adjustments, 5-positions (165°) of horizontal adjustments, two (2) 300 lb weight stacks, resistance at handle is approximately 1/4 of the weight selected, and EXERFLEX PRO® high performance fitness cable rated at 4200lbs. tensile strength.	TuffStuff PPMS-245 Proformance Plus Series Functional Trainer	Each	\$4,686.50	1	-19.00%	\$188.00	\$4,874.50	Exact Match to RFP, this is the model Mesa currently purchases	TuffStuff PPMS-245 Spec Sheet
Freemotion Genesis Dual Cable Cross G624, dual weight stacks: Stack 1:240lbs, Stack 2:240lbs, weight stack configuration: 3.3-80 lbs each, vertical and horizontal arm rotation adjustments, and dual swivel pulleys.	FreeMotion Genesis G624 Dual Cable Cross	Each	\$5,995.00	1	0.00%	\$235.00	\$6,230.00	Close match to RFP from FreeMotion	FreeMotion G624 Spec Link
Commercial Compact functional trainer with small footprint, 360 degrees rotating swivel pulleys, open frame design for benches, wheelchairs, and stability balls. Hydraulically supported pivot arms enable safe vertical adjustments. 1/4 ratio delivers 2.5 lbs resistance increments, and 96 inches of cable travel. Quick change trigger-style adjustments. Includes two (2) 200 lbs weight stacks	TuffStuff MFT-2700 Dual Cable Functional Trainer	Each	\$3,605.84	1	-19.00%	\$188.00	\$3,793.84	This is a mid-level commercial version from TuffStuff	TuffStuff MFT-2700 Spec Sheet

45) Strength Equipment - Compact Cable Crossover Machine	Commercial grade with specifications equal to or above the TuffStuff PPMS-255 Proformance Plus Compact Cable Crossover with 2"x4" 11-gauge welded oval tubular steel main frame, dual independent 15-position pulley columns, Multi-grip chin-up bar for wide, narrow, reverse and neutral grip upper body exercises; weight resistance 1:1/2 (50%) at the handle offers extended range of motion; includes two (2) 150 lbs. weight stacks (options 200 lbs stacks available), and EXERFLEX PRO® high performance fitness cable rated at 4200 lbs tensile strength.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Full commercial, Made in the USA, Compact Cable Crossover with 2"x4" 11-gauge welded oval tubular steel main frame, dual independent 15-position pulley columns, Multi-grip chin-up bar for wide, narrow, reverse and neutral grip upper body exercises; weight resistance 1:1/2 (50%) at the handle offers extended range of motion; includes two (2) 150 lbs. weight stacks (options 200 lbs stacks available), and EXERFLEX PRO® high performance fitness cable rated at 4200 lbs tensile strength.	TuffStuff PPMS-255 Proformance Plus Compact Cable Crossover	Each	\$3,520.30	1	-19.00%	\$188.00	\$3,708.30	Exact Match to RFP, this is the model Mesa currently purchases	TuffStuff PPMS-255 Spec Sheet
Commercial Dual Adjustable Pulley System features a compact, corner design to fit any facility size. 16-position dual adjustable high/low pulley cable stations, Two (2) 150 lb weight stacks (optional upgrade to 200 lb). Adjustable cable ratio of 1:2 or 1:4 for extended cable travel. Includes nylon handles, accessories storage rack for squat bar, low row bar & ankle strap	TuffStuff CDP-300, Evolution Series Adjustable Pulley System	Each	\$2,586.64	1	-19.00%	\$234.00	\$2,820.64	Mid-level commercial alternative. Mesa also purchases this model	TuffStuff CDP-300 Spec Sheet
Full Commercial Functional Trainer with (2) x 310lb Weight Stacks, Multi position Chin Bars, & fold-down foot platform. Pulleys adjust vertically 65" and 25 positions, bracket for suspension training, integrated storage hooks conveniently store wide range of training accessories, handles for stability during one arm exercises, QR code linked to online instructional videos, Cable travel: 14', (2) Optional storage trays accommodates kettlebells, dumbbells, and medicine balls.	TRUE FT-900 Functional Trainer	Each	\$4,890.33	1	-19.00%	\$234.00	\$5,124.33	Full commercial Alternative TRUE model similar specs and upgrades	TRUE FT-900 Spec Sheet
46) Strength Equipment - Shoulder Press	Commercial grade with specifications equal to or above the specifications equal to or above the Hammer Strength Olympic Military Style Shoulder Press, Max capacity five hundred fifty (550 lbs) pounds and vertical height from floor to bar catch 28".								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Full commercial, Made in the USA, with 2"x4" 11-gauge welded oval tubular steel main frame, 3/8" solid steel blue-zinc plated bar catches, an angled frame design for natural lift-off position, and includes a rear spotter platform. Max capacity exceeds 500lbs	TuffStuff PPF-710 Proformance Plus Series Olympic Military Bench	Each	\$1,147.00	1	-19.00%	\$48.00	\$1,195.00	Full commercial Alternative TuffStuff model same specs	TuffStuff PPF-710 Spec Sheet

Full Commercial, Made in the USA, 4-in-1 multi-purpose system provides the ultimate decline, flat, incline and shoulder presses (back pad adjusts from -10° to +80° degrees). Triple bar catches enable different starting positions, 3/8" solid steel blue-zinc plated bar catches, heavy duty diamond plated spotter platform and includes (10) Olympic weight storage holders	TuffStuff PPF-711 Proformance Plus Series 4-Way Olympic Bench w-Spotter Platform & Weight Storage	Each	\$2,351.25	1	-19.00%	\$120.00	\$2,471.25	This exceeds the spec and is a 4-way bench. Flat, incline, shoulder, and decline. This may be a better choice and eliminate the need to buy separate benches for each angle	TuffStuff PPF-711 Spec Sheet
Easily adjusts into 3 positions: Supine, 30 degrees incline, 10 degrees decline, 3-position seat and dual-position foot rest to accommodate users for each exercise, 3-position chromed bar catches with 6 plate holders come standard. Dual foot rest tubes with custom, molded-rubber, non-skid foot grips provide support during exercise.	TRUE XFW-8200 3-Way Bench Press	Each	\$1,637.37	1	-19.00%	\$120.00	\$1,757.37	This exceeds the spec and is a 3-way bench. Flat, incline, and shoulder. This may be a better choice and eliminate the need to buy separate benches for each angle	TRUE XFW-8200 Spec Sheet
47) Strength Equipment - Camber Bar	Commercial grade with specifications equal to or above the specifications equal to or above the Rogue CB-4 38MM Camber Bar								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Curved / bowed specialty olympic bar	ROGUE CB-4 38MM CAMBER BAR	Each	\$525.00	1	-19.00%	N/A	\$525.00	Match to RFP, Rogue only sells direct. We can buy for Mesa at Rogue retail, no discounts available	Rogue CB-4 Spec Link

1) Miscellaneous Equipment - Stability Balls									
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Prism Smart Stability Balls feature 13 exercises that are printed on the ball for easy reference. Three sizes available (55cm-65cm-75cm, each are burst-resistant (heavy duty PVC construction) and includes a pump.	Prism 400-150-011, Smart Stability Ball, 65cm	Each	\$22.95	1	0.00%	N/A	\$22.95	Exact match to RFP. This is the model Mesa currently purchases	Prism Stability Ball Spec Sheet
SPRI Anti-Burst Stability Ball is heavy-duty, with slow-deflate safety feature. Size between 55, 65, and 75cm.	SPRI 02-716524W, Anti-Burst Stability Ball - 55cm	Each	\$20.00	1	0.00%	N/A	\$20.00	Exact match to RFP. This is a secondary model Mesa purchases	SPRI Stability Ball Spec Link
2) Miscellaneous Equipment - Exercise Mats									
Commercial grade with specifications equal to or above the SPRI Pro Mat 180 (71"L x 24"W, 5/8" thick).									
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
The SPRI® Pro Mat 180 is a long-lasting, quality exercise mat. At 5/8" thick, with a closed-cell structure, this mat provides great support and the cushioning. The textured surface with non-slip design keeps you in place during any workout. The SPRI® Pro Mat 180 is available in blue or black. Available in blue or black. 71"L x 24"W, 5/8" thick.	SPRI MAT-180BLK Pro Mat 180 Professional Black Mat (Black)	Each	\$36.30	1	0.00%	N/A	\$36.30	Exact match to RFP. This is the model Mesa currently purchases. Length is actually 71", not 72"	SPRI Exercise Mat Link
The mat has 14 core exercises printed on one side and 14 stretching poses on the other side. Features a durable, non-slip surface. Grommets make it easy to hang up the mat, comes with convenient carrying strap, and is 6-ft long by 2-ft wide. Available in Blue	Prism 400-150-031, Smart Exercise Mat, 16mm with Grommets for Hanging (Blue)	Each	\$39.95	1	0.00%	N/A	\$39.95	Close match to RFP from Prism.	Prism Smart Exercise Mat Spec Sheet
3) Miscellaneous Equipment - Yoga Mats									
Commercial grade with specifications equal to or above the SPRI Yoga Mats, 1/8" thick and no color preference.									
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Textured non-slip surface, Lightweight and durable, 4mm of cushioning, Supports you and your joints, and 6P and latex free	SPRI (Gaiam) 05-60520 Tree of Wisdom Yoga Mat, (24" x 68" x 4mm)	Each	\$17.00	1	0.00%	N/A	\$17.00	Exact match to RFP. This is the model Mesa currently purchases	SPRI Yoga Mat Spec Link
Durable, non-slip surface mat with 14 core exercises printed on one side and 14 stretching poses on the other side. Comes with carrying strap, and is 6-ft long by 2-ft wide. Available in Yellow or Green	Prism 400-150-029, Smart Yoga Mat, 6mm (Black & Green) 2' x 6'	Each	\$39.60	1	0.00%	N/A	\$39.60	Close match to RFP from Prism. Exceeds specs	Prism Smart Exercise Mat Spec Sheet
4) Miscellaneous Equipment - Grappling Mat									
Commercial grade with specifications equal to or above the Zebra Mat, 2 Meter x 1 Meter x 2" thick, Smooth Blue, No Log, Grappling Mat. Cannot be a wrestling mat or interlocking mat.									
Commercial grade Zebra Mat, 2 Meter x 1 Meter x 2" thick, Smooth Blue, No Log, Grappling Mat	Zebra 2" Mat, Model ZM-2500220N	Each	\$389.00	1	0.00%	N/A	\$389.00	Match to RFP, Zebra Athletics sells direct. We can buy for Mesa as a courtesy at their standard price, plus shipping	Zebra Grappling Mat Spec Link

5) Miscellaneous Equipment - Foam Rollers		Commercial grade with specifications equal to or above the OPTP AXR366 Black AXIS™ Firm Foam Roller - Round 36" and the SPRI EVA-FR36, EVA Full Foam Roller: 36" Length, 6" Diameter.							
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
The OPTP Black AXIS Firm Foam Roller is OPTP's firmest, highest-density foam roller. Perfect for high-use demands of sports training, Pilates, fitness and physical therapy. Available in 12", 36" Full round and Half Sizes	OPTP AXR366 Black AXIS™ Firm Foam Roller - Round 36"	Each	\$16.50	1	0.00%	N/A	\$16.50	Exact match to RFP. This is the preferred model Mesa currently purchases	OPTP Foam Roller Spec Link
The EVA Full Foam Roller is constructed of heat-sealed EVA foam, built to withstand heavy use. The non-porous rollers will return to their original shape after use and prevent moisture and bacteria from penetrating the surface. Available in 12" or 36" of length.	SPRI EVA-FR36, EVA Full Foam Roller: 36" Length, 6" Diameter	Each	\$31.50	1	0.00%	N/A	\$31.50	Exact match to RFP. This is a model Mesa also purchases	SPRI Eva Foam Roller Spec Link
6) Miscellaneous Equipment - Superbands		Commercial grade with specifications equal to or above the SPRI 05-60566-9SET, Superbands Light, Medium, Heavy & Ultra Heavy.							
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Heavy-duty SPRI Superbands are 40" long and 3/16" thick. They are available in color-coded widths, ranging from 1/4" to 2 1/2".	SPRI 05-60566-9SET, Superbands Light, Medium, Heavy & Ultra Heavy Set	Each	\$75.90	1	0.00%	N/A	\$75.90	Exact match to RFP. This is the preferred model Mesa currently purchases	SPRI Superbands Link
Heavy-duty ands are 40" long and 3/16" thick. They are available in color-coded widths, ranging from 5-200lb resisnatce levels.	Prism 400-710-112-113-114-115, Smart Strength Band Set (Light, Medium, Heavy, & X-Heavy)	Each	\$125.00	1	0.00%	N/A	\$125.00	Close match to RFP from Prism. More strengths available	Prism Strength Bands Spec Sheet
7) Miscellaneous Equipment - Jump Ropes		Commercial grade with specifications equal to or above the SPRI Premium Jump Rope 05-58493.							
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
The SPRI Speed Jump Rope has a flexible non-kink rope features light extended-length plastic handles for easy gripping. Easy adjust end-clips allow rope to be shortened to desired length.	SPRI 05-58493, Speed Jump Rope(Adjustable)	Each	\$5.50	1	0.00%	N/A	\$5.50	Exact match to RFP. This is the preferred model Mesa currently purchases	SPRI Speed Rope Spec Link
7a) Miscellaneous Equipment - Jump Ropes		Commercial grade with specifications equal to or above the Prism 400-540-310, Smart Jump Rope, Speed.							
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Prism Smart Speed Jump Rope has rubber grip handles that contour to the hands of the user, taking pressure off the wrist. Fully adjustable; change the length of the rope to fit any height.	Prism 400-540-310, Smart Jump Rope, Speed	Each	\$13.20	1	0.00%	N/A	\$13.20	Exact match to RFP. This is the model Mesa currently purchases	Prism Speed Rope Spec Link

8) Miscellaneous Equipment - Battle Rope	Commercial grade with specifications equal to or above the FPD or Legion 1.5" x 30' Battle Rope with protective sleeve cover.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Commercial grade 1.5" x 30' Battle Rope with protective sleeves for durability and function.	Legion LBR-30, 1.5" x 30' Battle Rope with protective sleeve cov	Each	\$75.00	1	0.00%	N/A	\$75.00	Exact match to RFP. This is the model Mesa currently purchases	Legion LBR-30 Battle Rope Spec Sheet
9) Miscellaneous Equipment - Bosu Balls	Commercial grade with specifications equal to or above Bosu Pro.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
The BOSU®Pro Balance Trainer is designed for commercial use with a patented non-slip, dually over-molded base meant to withstand continual daily gym usage. Latex-free, burst-resistant material	BOSU®Pro Balance Trainer, 72-10850-P	Each	\$146.25	1	0.00%	N/A	\$146.25	Exact match to RFP. This is the model Mesa currently purchases	Bosu Pro Spec Link
10) Miscellaneous Equipment - Body Weight Suspension Straps	Commercial grade with specifications equal to or above the Prism Smart Straps Body Weight Training System with two individual straps, built-in anchor, pre-formed cuffs for putting feet into the straps, and strap connector.								
Description	Manufacturer/Model #, Description	Unit of Measure	Unit Price	Quantity	% off MSRP Repair Parts	Delivery & Installation	Total Bid Price	Proposer Notes	Link to Specs
Body Weight Training System with two individual straps, built-in anchor, pre-formed cuffs for putting feet into the straps, and strap connector.	Prism 400-450-300, Smart Straps Body Weight Training System	Each	\$65.34	1	0.00%	N/A	\$65.34	Exact match to RFP. This is the model Mesa currently purchases	Prism Smart Straps Spec Sheet

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned, either in whole or in part, without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right, at its option, to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits/licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve compliance throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution,

dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
 - i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter collectively the "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - iii. To ensure Contractor and its subcontractors are complying with the Contractor Immigration Warranty, the City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist the City in regard to any random verification performed.
 - iv. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274a and 274b of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).
- d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote nondiscrimination. As such, Contractor represents and warrants that it does not discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, religion, sex, sexual orientation, gender identity, veteran's status, marital status, familial status, or genetic information (collectively, "protected status") in employment, housing, or facilities, establishments, accommodations, services, commodities, or use offered to or enjoyed by the general public. Contractor further represents and warrants that it does not, on the basis of protected status, refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment. In performance of this Agreement, Contractor shall comply with all applicable federal, state, and local laws and executive orders regarding non-discrimination including, but not limited to, the following (as amended): Title VII of the U.S. Civil Rights Act of 1964; Section 504 of the Federal Rehabilitation Act; Age Discrimination Act of 1967; Equal Pay Act of 1963; and Americans with Disabilities Act of 1990.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.
- f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.
- g. **Forced Ethnic Uyghur Labor Prohibition.** In accordance with the requirements of A.R.S. § 35-394, Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic

of China; or (iii) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

- h. **Termination for Violation of Forced Ethnic Uyghur Labor Prohibition.** If, after providing the certification described in (g), Contractor becomes aware that it is not in compliance with the certification, it shall notify the City within 5 business days of becoming aware of the noncompliance. Contractor acknowledges that it must remedy the noncompliance and provide written certification of that within 180 days after notifying the City of its noncompliance. If Contractor fails to remedy the noncompliance and provide the written certification within 180 days, the contract shall terminate immediately.

10. **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees, as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.
- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations, whether or not related to the Agreement, due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*) and any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

12.1. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified the City pursuant to Mesa Procurement Rules Section 2.1 or notified the City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.

12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

14. **BACKGROUND CHECK.** In accordance with the City's current background check policies, the City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to the City's information, data, or facilities. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
16. **DEFAULT.**
 - a. A party will be in default of the Agreement if that party:
 - i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner;
 - iv. Fails to carry out any term, promise, or condition of the Agreement; or
 - v. Is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
 - a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services or materials required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the

City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.

- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
 19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.
 20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
 21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
 22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
 23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
 24. **INDEMNIFICATION; LIABILITY.**
 - a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, agents, representatives and employees (collectively, including the City, "City Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) services and/or materials provided under this Agreement by Contractor or its officers, agents,

or employees (collectively, including Contractor, "Contractor Personnel"): (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.

- b. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.
25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like, and professional manner. The City's acceptance of services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If the City reasonably determines any materials or services are of a substandard or unsatisfactory manner, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.
- Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property and will, at the City's request and expense, furnish to the City reasonable assistance and cooperation in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees: (i) it is not entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) the materials or services will be requested by the City on an as needed basis, at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of the City from representing another person (including Contractor) before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

32. **RISK OF LOSS.** Contractor agrees to bear all risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this Agreement and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage or loss to City real or personal property when such property is the responsibility of or in the custody of Contractor or its personnel.
34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided, and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members, and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members, or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors, and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personal delivery, certified or registered mail with postage prepaid, overnight courier, facsimile, or email. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, facsimile or email, receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated herein.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive, and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to A.R.S §§ 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract, or loan) must demonstrate his or her lawful presence in the United States. As this Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes if applicable.
47. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.
48. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.

**EXHIBIT D
CONTRACTOR'S RESPONSE**

PROGRAM DESCRIPTION AND METHOD OF APPROACH: The following pages are the Contractor's response to the program description and method of approach.

Program Description AND Method of Approach

Commercial Fitness Superstore is a supplier and servicer of high-grade commercial fitness equipment and fitness related accessories.

Our program and method of approach to fulfilling the City of Mesa contract to supply commercial grade fitness equipment has been refined and improved over the last 13-years we have held it. We have learned and continue to learn from feedback and suggestions how to improve and implement new ways to streamline the process.

We have proven systems and procedures in place for every aspect of fulfilling this contract. From initial communications for equipment selection, to quickly generating a quote, providing lead times and projected installation dates, and ultimately delivering, installing, and servicing equipment over time.

Our services include, but are not limited to having:

- Local showrooms to view and try equipment
- Local warehouse with ample inventory for immediate fulfillment of many items
- Huge selection from the best brands of cardio and strength equipment and fitness accessories
- Ability to generate and fulfill quotes quickly and correctly
- Facility planning, 3D layouts and animated video creations
- Short lead times with inventory on hand for many items
- Ability to pick up in stock items immediately at our local warehouse
- Fast and professional delivery and assembly by highly trained installers
- Preventative maintenance plans for equipment
- Fast and efficient equipment servicing by professionally trained, factory certified technicians.
- Fiscal Year projections for equipment budgeting for client facilities
- Additional services and programs for first responders for their personal equipment needs

1. Warranty Plan

All new equipment sold by Commercial Fitness Superstore comes standard with a manufacturer's warranty. Length and scope of coverage varies by manufacturer, equipment type, and model.

Warranty information for equipment brand, series, and model being quoted in this RFP is included in TAB 6 and lists each manufacturer's warranties.

Commercial Fitness Superstore manufacturer's warranties are on average, well above industry standard. Most even covering wear and tear, not just defects.

Equipment requiring service while under the manufacturer warranty term will be diagnosed and serviced by our sister service company Ace Fitness at no charge.

During the warranty term, any parts required to complete the service are included at no cost to City of Mesa. Labor will be charged only if it is not covered by the manufacturer.

Equipment requiring service that is no longer under manufacturer's warranty, any parts required to complete the service will be invoiced with a substantial discount.

Commercial Fitness Superstore has a streamlined process for servicing equipment that is quick and efficient with a guaranteed response within 24-hours.

Using our online request form, any Mesa facility can submit a service request. [Service Request Link](#). This same form is accessible through our company website: [Service Request Link](#)

Commercial Fitness Superstore's sister service company and partner Ace Fitness utilizes only factory certified technicians with years of experience to diagnose and complete repairs in an expedited manner; all of which are overseen by Ace Fitness owner and lead technician, Ruben Hand.

2. Customer Service Policy

Simply put, our customer service policy is to provide the best possible experience to our customers and clients. To resolve customer queries and requests as soon as possible and to keep our customers informed throughout the process. We make every effort to resolve any issue that may present itself in a timely and efficient manner.

Customer interactions are professional, courteous, responsive to the customer's inquiries and requests, and informative of any changes or updates that may affect the customer.

As customer service professionals, we strive to provide an effortless customer experience by always putting the customer first and making it easy to do business with us.

We are proactive in solving problems and we hold ourselves accountable to live up to our customer service promise. We continuously work to improve our customer experience by soliciting feedback and implementing changes based on what we learn.

Commercial Fitness Superstore has an 18-year proven track record of providing this type of customer service to its clients. Company co-owner and president Bob Lachniet has over 30-years of industry customer service experience.

We earn and retain our customers by being available and responsive to their needs and requests. Our goal is to provide a service experience that turns a one-time customer into a lifelong client and lifelong clients into vocal advocates for our company.

Providing this level of service requires having thorough knowledge of our industry, products, trends, and being responsive to our customer's needs. Excellent product knowledge and proper application of those products is critical to help customers make the best choices for their facilities.

These are skills and knowledge that we possess and apply when servicing our customers and clients.

Since our inception in 2004, this is the level of customer service our clients have come to expect and what City of Mesa has experienced for over a decade while doing business with us.

We deal with all customer service situations quickly and efficiently. If an immediate result is unavailable, we stay on top of the issue through each step and communicate with the customer throughout the process to ensure they are made aware of all ongoings.

We cannot make the claim of never making a mistake, but on the rare occasion we do, we own it and do whatever is necessary to make it right. You have our word on that.

People like to share their good experience which is why we have earned an A+ BBB Rating as well as consistent 5-Star Ratings with Google, Yelp, and Facebook reviewers.

a. Response Time

Whether it's responding to a product question, generating a quote, or scheduling service, Commercial Fitness Superstore has systems in place to expedite responses and results.

We are local. That means we have resources and assets on hand and available when and where they are needed. This allows us to respond quickly to virtually any situation.

Email communications go directly to Mr. Lachniet, who handles the current Mesa contract and are typically responded to within minutes or hours of receiving.

Mr. Lachniet makes himself available to City of Mesa personnel via email, text, and mobile phone before, during, and after normal business hours. As a business owner, Mr. Lachniet understands the importance of being able to reach someone for answers to critical questions and provide help when it is needed.

Commercial Fitness Superstore has a streamlined process for scheduling equipment service that is quick and efficient with a guaranteed response within 24-hours.

Using our online request form, any Mesa facility can submit a service request. [Service Request Link](#) . This same form is accessible through our company website: [Service Request Link](#)

b. Turn-Around Time for Quotes

Quotes for the City of Mesa contract are generated by Mr. Lachniet and can typically be completed and submitted the same day a request for quote is received. Often, within minutes or hours of receiving the request.

Once a list of desired equipment is communicated by City of Mesa, the quote is generated using City of Mesa contract rates and then submitted via email for approval with availability and lead time notes.

Lead times to receive equipment and accessories once a purchase order has been issued range from the same day for inventoried items to several weeks for items that are made-to-order products.

Weight, bars, and accessories as well as popular cardio and strength pieces are kept in stock and in some cases can be picked up the same day the purchase order is issued at our Phoenix warehouse. If delivery is requested, in stock items can typically be delivered within a few days to a week.

c. Delivery and Installation

Delivery and installation are performed by our service partner and sister company Ace Fitness. Ace is headquartered in the same complex as our warehouse distribution center, located in central Phoenix.

Ace started their company to deliver and service equipment exclusively for Fitness 4 Home Superstore, Inc./ Commercial Fitness Superstore.

Ace utilizes highly trained, factory certified delivery and service professionals with years of experience delivering, assembling, diagnosing, and completing repairs in an expedited manner. All overseen by Ace owner, Ruben Hand.

When a purchase order is received for equipment that requires delivery, a request is immediately entered to schedule the installation. Ace sends a delivery preparation check list to the client to ensure the delivery goes smoothly and if the items ordered are in stock, delivery is typically fulfilled within 5 business days.

Our warehouse manager pulls the equipment and, in some cases, pre-assembles and tests it, then Ace loads it on their delivery trucks, and the installation is completed. A detailed installation check list is followed to ensure the delivery is done correctly and all equipment is functioning as designed.

Made to order and special-order items that are not inventoried, will be scheduled as they arrive from our vendors.

- **Equipment Service**

Commercial Fitness Superstore has a streamlined process for scheduling equipment service that is quick and efficient with a guaranteed response within 24-hours.

Using our online request form, any Mesa facility can submit a service request. [Service Request Link](#)

Service is performed by our service partner and sister company Ace Fitness. Ace utilizes only highly trained, factory certified service professionals with years of experience diagnosing, and completing repairs in an expedited manner.

Preventative maintenance contracts are also available and highly encouraged keep equipment operating optimally. Rates vary dependent on the number of pieces included in the contract, length of contract and equipment type.

d. Billing

Billing and invoices are submitted to City of Mesa once an order has been fulfilled. Net-30-day terms are standard, and payment is typically made by check. Credit card payments are accepted with a 3% service fee added to cover processing costs.

3. Method of Ordering

Commercial Fitness Superstore's preferred method of ordering for our municipal customers is by issuance of a purchase order based on a generated quote we provide for a specific purchase.

As done throughout our previous contracts with City of Mesa, we provide digital and physical product catalogs, websites, videos, and local showrooms for Mesa personnel to visit, review and try equipment in person before ordering.

Once a list of desired equipment is communicated to us by City of Mesa, we generate a quote using City of Mesa contract rates and then submit it via email for approval with availability and lead time notes.

Once the quote is approved and authorized by a Mesa official, a purchase order is issued to Commercial Fitness Superstore. In the case of City of Mesa Fire, purchase orders are generated by Lori Miller in the Wellness Office, by Devaree Milhon for PD, and Cheryl Fischer for Parks, then sent via email.

Once a purchase order is received and confirmed, we immediately begin the process of fulfilling the order within Mesa's specified period while providing emailed updates and phone communications.

Scheduling is set for delivery and installation of large equipment and in many cases small items and accessories can be picked up immediately at our local warehouse and distribution center.

Over the course of the terms of our previous contracts, Commercial Fitness Superstore and City of Mesa have become very efficient with this ordering and fulfillment process.

EXHIBIT E
EASiBUY SUPPLIER AGREEMENT TERMS AND CONDITIONS

EASiBuy LLC (“EASi”).

SUPPLIER AGREEMENT TERMS AND CONDITIONS

EASiBuy LLC (“EASi”) does not verify or validate any buyer information provided or representations made by users on the Solution, and makes no warranty of any kind to you concerning any buyer offerings using the Solution. You acknowledge EASi, its employees, agents and partners make no warranty of any kind, either express or implied, regarding the quality, accuracy or validity of any data and information available on the Solution, or residing or passing through its network, other than information and data that is provided directly to you from EASi. You further acknowledge any agreement entered into by you as the supplier of goods or services from a participating buyer is an agreement solely with such buyer, and EASi is in no way a party to or responsible for the performance of such agreement. Therefore: 1) EASi DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING PERSON OR ENTITY AND A SUPPLIER, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) EASi FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY BUYER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO PRODUCT SUITABILITY, SPECIFICATIONS, OR REQUESTED AVAILABILITY, OR THE TRUTHFULNESS OR ACCURACY OF ANY OTHER INFORMATION OR REPRESENTATION MADE OR SUPPLIED BY A BUYER OR ANY OTHER SUPPLIER INVOLVED IN THIS AGREEMENT.

BY YOUR SIGNATURE BELOW, AND BY SUBSEQUENTLY USING THE SOLUTION, YOU AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH BELOW AND WITH ALL INSTRUCTIONS FOR USE POSTED ON THE SOLUTION.

READ THIS AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE SIGNING. BY SIGNING, YOU WILL BE PERMITTED TO UTILIZE THE EASIBUY LLC (“EASi”) INTERNET-BASED STRATEGIC SOURCING SOLUTION (“SOLUTION”) FOR THE PURPOSE OF PARTICIPATING IN THIS ONE-TIME, ON-LINE BIDDING EVENT. YOU WILL BE ALLOWED TO RECEIVE REQUESTS FOR INFORMATION AND QUOTATIONS AND TO SUBMIT BIDS AND PROPOSALS NECESSARY IN PARTICIPATING IN THE ONLINE BIDDING EVENT. SHOULD YOU CHOOSE NOT TO SIGN AND RETURN THIS AGREEMENT PRIOR TO THE ON-LINE BIDDING EVENT, YOU WILL BE DENIED ACCESS TO THE SOLUTION AND THE BIDDING EVENT.

1. Utilization. You are granted a one-time, non-transferable, non-exclusive right to access the Solution through EASiBuy website by the use of a password(s) and/or access code(s) for the purpose of participating in a specific electronic online bid auction event. Any subsequent rights to access the Solution will require you to accept a new “Supplier Agreement Terms and Conditions”. EASi reserves the right to terminate your access to the Solution or any of its services at any time, if EASi

shall determine, in its sole discretion, that you have violated any term(s) of this Agreement with respect to your access to and use of the Solution. In the event of such termination, EASi shall notify you immediately.

2. Responsibilities of the Parties. Subject to the terms and conditions of this Agreement, EASi will make available to you electronic access and use of the Solution for you to participate in a one-time, online bidding event. EASi will also provide such other assistance in the way of customer support and service as are set forth below. It is solely your responsibility when using the Solution to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. EASi shall have no responsibility for ensuring sales of goods or services using the Solution will comply with such laws, ordinances, regulations, or policies. The Supplier, in using the system, has the responsibility for the sale including, but not limited to, the following:

- Accepting the terms and conditions of this agreement as contained in the Bid Package not less than 3 business days in advance of a scheduled event
- Selecting appropriate procurement opportunities to participate
- Preparing and assuring the completeness of any bids, quotes or proposals
- Submitting any bids, quotes or proposals electronically within the buyer established deadlines
- Maintaining with the Buyer, the security and the integrity of the bid procurement process
- Participating in any Pre-bid Conference(s) and telephonic tutorial for suppliers prior to an electronic event
- Compliance with all applicable legal requirements
- Establishing and adhering to the terms and conditions of buyer contracts
- Assuring proper authorization to enter into a contract and the proper administration of any resulting contract

As a supplier, you also acknowledge that EASi’s responsibilities are, but not limited to, the following:

- Clarifying bidding processes and timelines
- Hosting telephone tutorials with all suppliers on utilization of the electronic bid process
- Participating in any Pre-bid Conference(s)
- Conducting the electronic bid event and providing help desk support during the event
- Publishing appropriate results to the users and obtaining feedback from participants

SUPPLIER AGREEMENT TERMS AND CONDITIONS

3. Conduit Services Only. The Solution provides only an Internet conduit through which the following may take place: (a) you may communicate the availability of your goods and services to potential buyers, (b) potential buyers may communicate their procurement needs to you and (c) you may respond to requests for quotations, bids or proposals in online bidding events. You will be entitled only to respond to requests of potential buyers for quotations, bids or proposals if you have accepted the terms and conditions of the Supplier Agreement. EASi makes no representation of any kind concerning the reputation, reliability or any other matter concerning participating buyers. EASi recommends you conduct your own inquiries concerning the qualifications and reputation of buyers, and you must look only to the buyers with whom you choose to transact business for performance of any agreements with them.

4. Buyer Representations and Warranties. EASi does not verify the information supplied or representations made by buyers on the Solution and makes no warranty of any kind to you concerning any buyer using the Solution. EASi recommends you look solely to the buyer with respect to any buyer-related information, representations and warranties.

5. Coded Access. Participation in the online bid event is available only to persons and entities who have read and agreed to the terms of this Agreement and who have been assigned access code(s) and/or password(s). You agree not to divulge your access codes or passwords to any other person or entity. EASi is not responsible for such unauthorized use of the Solution.

6. Availability and Operation of the Solution. While every effort will be made to keep the Solution operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree the services provided on the Solution are provided as is and that neither you nor your business will have any claim against EASi as a result of any non-availability of the Solution at a particular time or times or any failure of the Solution to operate as intended.

7. Sole Remedy. If you are dissatisfied with the functionality of this Solution or the services EASi provides, your sole remedy is to cease using the Solution. YOU AGREE THAT YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST EASi RELATED TO YOUR USE OF THE SOLUTION.

8. Virus. You hereby agree EASi will not be liable for any harm that may be caused by the inadvertent or deliberate transmission of any malicious computer software, or such other computer program transmitted through its website from a third party.

9. Information You Provide. You agree any information you provide about yourself or your agents when registering to use the Solution is accurate, current and complete and you will maintain and update that information to ensure that it remains as such. If EASi suffers any claim or incurs any liability as a result of information entered into the Solution by users of your account, you and your

business will indemnify EASi against such claim or liability including costs and attorneys fees incurred in defending against it.

10. Security. EASi uses industry-standard security measures to safeguard any information you may provide to us on our website. You, your organization and/or your agents have the responsibility to manage your internal security by safeguarding passwords and establishing your own internal security procedures, to assure the proper use of the Solution. In the event of any compromise in the security of the Solution, you agree to immediately report the same to EASi and a new password will be assigned for your use. EASi does not and cannot guarantee that information will remain secure.

11. Fees. The design, maintenance and operation of the Solution requires substantial costs and investment by EASi. Thus, a transaction fee (“Transaction Fee”) based on the total final purchase price stated upon award will be charged to the awarded supplier. The Transaction Fee for specific products and services for each event shall be owed by you and your company upon the execution of each awarded sale resulting from your submission of any request for quotations through this Solution. You hereby acknowledge that once you have viewed or received a request for quotation through or as a result of the Solution, and submitted an initial quotation of which a sale has ultimately been consummated as a result thereof, whether or not consummated through the Solution or other forms of bids or negotiations, you are obligated to pay the Transaction Fee to EASi if you are the awarded supplier. Said Fee will be assessed to the awarded supplier as follows.

Awarded Supplier Reporting and Payment Terms and Conditions: The Awarded Supplier will be responsible to pay the Transaction Fee of 0.98% percent to EASi for all payments received from the Buyer, any of its political subdivisions or any other entity (the “Buying Agent”) resulting from this bidding event or subsequent contract.

Upon notification of award from the Buyer, the Awarded Supplier is required to provide ACH, credit card account payment information, or invoice billing details (“Preferred Transaction Fee Payment Method”) to EASi. Awarded Suppliers paying via credit card will be charged an additional credit card processing fee of 3% of the Transaction Fee. EASi will charge the Awarded Supplier via the Preferred Transaction Fee Payment Method based on the terms below:

Term Purchases: For Term or ongoing purchases, Awarded Supplier is required to enter into the Solution all Buying Agent payments received (the “Payment” or “Payments”) and details of the items, quantities and prices associated with those Payment(s) received within ten (10) days of the end of each month. If Awarded Supplier fails to enter Buying Agent payment information by the 10th of the month EASi will charge to Supplier’s Preferred Transaction Fee Payment Method an amount equal to one month of the overall contract value estimated by the Buying Agent times the Transaction Fee percentage. The Transaction Fee will be charged to your Preferred Transaction Fee Payment Method on the fifteenth of each month.

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Audit Right: the Buying Agent and EASi reserve the right to audit the accuracy of the Transaction Fees. Audits shall be conducted during regular business hours, upon not less than fifteen (15) business day's prior written notice, and in such a manner as not to unreasonably interfere with the Awarded Supplier's normal business activities. Transaction Fees will be due immediately for any errors or omissions disclosed by any such audit. If, as a result of any such audit, Transaction Fees are determined to have been underpaid by more than five percent (5%) for the period audited, Awarded Supplier shall pay for the costs of such audit.

12. Disclosures. You acknowledge by using the Solution, you agree to provide EASi accurate and complete information regarding (a) any agreement entered into by you with a participating buyer through or as a result of any online bidding event conducted through the Solution; (b) the final price agreed upon between you and the participating buyer with respect to the product or service sold to such buyer, and (c) the date payment (whether a payment in full or a partial or installment payment) is delivered to you by any buyer pursuant to any agreement entered into by you with a participating buyer through or as a result of any online bidding event conducted through the Solution. You understand and acknowledge you are to provide this information to EASi immediately upon becoming aware of such information and EASi relies upon your delivery of such information for the calculation and payment of its fees as set forth in Section 11.

You acknowledge and agree the buyers conducting online bidding events through the Solution may be governmental or quasi-governmental entities, and that, prior to entering into any binding agreement with you for the purchase of any product or service, such buyers may be required to comply with numerous state and local laws, regulations and ordinances with respect to the procurement of goods and services by governmental entities. You acknowledge and agree such compliance by participating buyers may involve public notice, public hearings, counsel meetings, and other lengthy processes.

13. Privacy Policy. You hereby acknowledge EASi has the right to monitor the Solution electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate its service properly, or to protect itself or its users. EASi reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable or in violation of this Agreement.

The information we receive depends on what you do when visiting the Solution. If you visit the Solution to read or download information, we collect and store only the following information about you: the name of the domain and host through which you access the Internet (for example, aol.com if you are connecting from an America Online account), and the date and time you access the Solution. We use this information to measure the number of visitors to different sections of the Solution, so that we can make the Solution more useful to our visitors. If you actively participate in using or providing any of the services offered through the Solution, we collect and store the personally identifiable information needed to facilitate this participation (typically your name, company name, mailing address, email address).

If you wish to use a link to another website or to do business with another user of the Solution, you may be asked by the other user to provide certain confidential information. You agree not to hold EASi responsible for any loss or damage of any sort incurred as a result of any such disclosure to another user through the Solution. We do not control the collection or use of this information, and make no representations about the privacy policies of other sites.

14. Reselling or Transfer. You agree not to resell or transfer your right to use the Solution to anyone, and you will not allow your access code or password to be used by any other company or unauthorized person.

15. Access to Internet. You agree that in order to use the Solution you must: (a) provide your own access to the Internet, and (b) provide all equipment necessary for you to make the connection to the Internet. EASi is not responsible for the speed, reliability and/or quality of your connectivity to the Internet.

16. Interference with Others. You agree not to use the Solution in a manner that would restrict or inhibit any other party's use of such services.

17. Links to Other Sites. This Solution may link you to other sites on the Internet. These links are provided for your convenience but the sites to which the links connect are not under EASi's control. You understand and agree that the linking of the system to other sites does not mean that these sites are endorsed by EASi, and EASi is not responsible for the legality, accuracy or any other aspect of the operation or content of any sites to which links are provided.

18. Copyright – How you May Use the Content of the Solution. The content of this Solution (the "Content") is protected by intellectual property laws of both the United States and foreign jurisdictions. You may download, use, and copy the materials found on the Solution for your internal business use only, provided that all copies that you make of the material must bear any copyright, trademark, or other proprietary notice located on the Solution which pertains to the material being copied. This material is not for republication, except as authorized in this paragraph. You are not being granted a license under any copyright, trademark, patent, or other intellectual property right in the material or the services, processes, or technology described therein. All such rights are retained by EASi and/or any third party owner of such rights. You may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of EASi, except as described herein. Nothing in this paragraph prohibits you from printing, using or reproducing any records or reports of your transactions using the Solution.

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19. **Framed Links.** You may not create framed links to the Solution without express written permission from EASi.

20. **Modification.** EASi, in its sole discretion, has the right to modify this Agreement at any time. Any modification is effective upon either posting notice of such modification on EASi's website or upon notice by certified mail. Your continued use of the Solution following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modifications.

21. **Non-Circumvention.** You agree you will not, directly or indirectly, take any action with the Buyer or any other Suppliers involved in this specific event which circumvents or attempts to circumvent the intent or purpose of this Agreement. Further, you agree that once (1) you have agreed to the terms and conditions contained herein and 2) electronically viewed or received a specific request for quotations from a buyer through the Solution, you will not, directly or indirectly, enter into any agreement related to such specific request for quotations with such buyer outside the Solution or in any manner such as paper or verbal bids which would result in your failure to pay to EASi the fee set out in Section 11 hereof. You agree to maintain confidentiality between the Buyer, your company and its representatives and EASi regarding the submission of quotations and subsequent pricing before and during the auction event.

22. **Governing Law.** This Agreement and the rights of the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without regard to or application of its conflict of laws principles.

23. **Partial Enforceability.** If any provision of this Agreement, or the application of any provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable, then the remainder of this Agreement, or the application of that provision to persons, entities or circumstances other than those with respect to which it is held invalid, illegal or unenforceable, shall not be affected thereby.

24. **Entire Agreement.** This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements, negotiations, correspondence, undertakings and communications between such parties representing such subject matter.

25. **No Consequential Damages.** Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential (including business interruption), or any damages other than, or in addition to, actual damages.

26. **Headings.** The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

YOUR SIGNATURE BELOW IS YOUR ACKNOWLEDGEMENT THAT YOU HAVE READ AND FULLY UNDERSTAND THE FOREGOING AND AGREE TO ABIDE BY ITS TERMS AND CONDITIONS IN THEIR ENTIRETY.

❖ **I understand that if "I Do Not Accept" the terms listed in this Agreement or if I do not respond to this Agreement, EASi cannot allow me or my company to participate in the online bid.**

I accept the terms listed in this agreement as well as Appendix A

Company Name Commercial Fitness Superstore
Division of Fitness 4 Home Super store, Inc
Name Bob Lachniet

Title President

Signature [Handwritten Signature]

Date 9/5/22