



**CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM**

To: The Honorable Mayor & Members of the City Commission
FROM: Steven Alexander, City Manager
Via: Quentin Pough, Director of Parks & Recreation
DATE: April 19, 2016 Agenda Item No.: 2

SUBJECT: A Resolution authorizing the City Manager to negotiate and to enter into a contract with Centurion Partners Health & Fitness d/b/a Fitnessmith for new exercise equipment at the Gibson-Bethel Community Center.

BACKGROUND: The City's Parks and Recreation Department desires to install new exercise equipment for our active residents at the Gibson-Bethel Community Center. A majority of the current exercise equipment was donated by the University of Miami and Police Department. This equipment consists of a variety of cardio and weight training apparatus. Several pieces of equipment are in poor condition and outdated.

In response to RFP #PR2016-05, the Contractor is responsible for including a trade-in allowance for existing cardio and strength equipment, removal of existing equipment and carpet flooring; and, installation of new rubberized commercial gym flooring, new commercial cardio and strength exercise equipment and three (3) 32" LED Samsung televisions.

In an effort to reduce the City's insurance, prevent workout injuries and limit patrons who lift — and then drop — weights to get in shape, the City will replace all free benches, including incline, decline, and flat, with Smith Machines. *A Smith Machine is a piece of equipment used in weight training; it consists of a barbell that is fixed within steel rails, allowing only vertical or near-vertical movement.* Furthermore, the existing real squat machine will be replaced with a Smith Machine and the free-standing bicep curl bar will be replaced with a biceps curl apparatus machine. All existing dumbbells, including those that are greater than 75 pounds will be replaced with new dumbbells 75 pounds and less. The current carpet flooring will be replaced with commercial rubberized gym flooring to absorb the impact of weighted objects. City personnel will continue to staff and enforce rules at the fitness room.



**CITY OF SOUTH MIAMI
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The City submitted a Request for Proposal (RFP) #PR2016-05 on Monday, March 7, 2016 for "Purchase and Installation of Fitness Center Equipment at the Gibson-Bethel Community Center." The City received two (2) proposals that were evaluated, ranked and scored by a Selection Committee on Wednesday, April 6, 2016. The Evaluation Committee has declared Life Fitness as non-responsive for failing to provide a quote for rubberized commercial gym flooring and three (3) LED Samsung flat screen televisions. Both the City Attorney and Procurement Division Manager concur that Life Fitness proposal is non-responsive. Centurion Partners Health & Fitness d/b/a Fitnessmith was the highest ranked respondent and is recommended for project #PR2016-05.

Furthermore, Fitnessmith bid at \$95,527.77 can be completed well within the City's allocated budget of \$121,000 in its Capital Improvement Program for this project. As a value added feature, Fitnessmith is waiving its fee and providing the City with four (4) quarterly preventative maintenance visits per year for three (3) years valued at \$3,600 dollars. City staff consulted with the contractor's references as to hands on experience and received positive feedback. Based on the aforementioned information, City staff recommends entering into an agreement with Fitnessmith due to quality and durability of equipment, cost, qualification and experience.

**VENDORS &
BID AMOUNT:**

Please find below a breakdown of all submitted bids.

VENDORS	BID AMOUNT
Life Fitness (proposal non-responsive)	\$81,339.80
Centurion Partners Health & Fitness d/b/a Fitnessmith	\$95,527.77

EXPENSE:

Amount not to exceed \$100,527.77. To account for any unknown factors that may arise, a \$5,000 contingency over the proposal of \$95,527.77 is requested. The contractor, however, will be issued a purchase order in the amount of \$95,527.77.

**FUND &
ACCOUNT:**

The expenditure shall be charged to the Parks and Recreation Capital Improvement account number 301-2000-572-6450, which has a balance of \$257,942 before this request was made.



**CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM**

ATTACHMENTS:

Resolution
Non Mandatory Pre-Bid Conference Sign-In Sheet
Bid Opening Report
Bid Proposal Summary
Evaluation Score Sheets
Fitnessmith Proposal
References - Fitnessmith
SunBiz - Fitnessmith
Demand Star Results
Miami Daily Business Review

49 **WHEREAS**, the total expenditure in the amount of \$95,859.80 shall be charged to the Parks and
50 Recreation Capital Improvement account number 301-2000-572-6450, which has a balance of \$257,942
51 before this request was made.

52
53 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF**
54 **SOUTH MIAMI, FLORIDA THAT:**

55
56 **Section 1.** The City Manager is authorized to negotiate and to enter into a contract with
57 Centurion Partners Health & Fitness d/b/a Fitnessmith for an amount not to exceed \$95,5277.77 for the
58 purchase and installation of new fitness equipment at Gibson-Bethel Community Center. The City
59 Manager is also authorized to expend an additional \$5,000 for any unknown factors that may arise.

60
61 **Section 2. Severability.** If any section clause, sentence, or phrase of this resolution is for any
62 reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect
63 the validity of the remaining portions of this resolution.

64
65
66 **Section 3. Effective Date.** This resolution shall become effective immediately upon adoption by
67 vote of the City Commission.

68
69 PASSED AND ADOPTED this ____ day of _____, 2016.

70
71 ATTEST:
72 _____
73 CITY CLERK

74
75 READ AND APPROVED AS TO FORM,
76 LANGUAGE, LEGALITY AND
77 EXECUTION THEREOF
78
79 _____
80 CITY ATTORNEY

 APPROVED:

 MAYOR

 COMMISSION VOTE:
 Mayor Stoddard:
 Vice Mayor Welsh:
 Commissioner Edmond:
 Commissioner Liebman:
 Commissioner Harris:



**Pre-Bid Conference
Sign-In Sheet**

Date: March 22, 2016
RFP Title: Purchase & Install. Fitness Center
Equip. at Gibson Bethel Community Ctr
RFP No.: PR2016-05

Please Print Clearly

	Name/Title	Company Name/ E-mail Address	Telephone No.	
1				
2				
3				
4				
5				
6				
7		<i>St. Paul</i>	<i>Paul Mph.</i>	
8		<i>3/22/16</i>		
9		<i>John Webster</i>		
10				
11				



BID OPENING REPORT

Bids were opened on: Thursday, March 31, 2016 **after:** 10:00am
For: RFP # PR 2016-05 Purchase/Install of Fitness Ctr Equip for Community Center

COMPANIES THAT SUBMITTED "NET LUMP SUM PROPOSALS: AMOUNT:

1. Centurion Partners Health and Fitness d/b/a Fitnessmith	\$95,527.77
2. Life Fitness	\$81,339.80

**THE ABOVE BIDS HAVE NOT BEEN CHECKED.
THE BIDS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.**

City Clerk: Nkenqu Payne
Print Name

Witness: John Webster
Print Name

Witness: Steve Kulich
Print Name

[Signature]
Signature

[Signature]
Signature



**Evaluation
Scoring Sheet**

Purchasing Division
6130 Sunset Drive
South Miami, Florida 33143
(305) 663-6339
www.southmiamifl.gov

RFP Title: Purchase & Install of Fitness Center Equip for the Gibson-Bethel Community Ctr.
RFP No.: PR2016-05

DIRECTIONS: Please score each firm, for each specific criteria provided. Scoring is based on each criteria listed below with a maximum score for each criteria. The total score for each proposer is calculated by adding each criteria for a total score by proposer. The maximum score total score for each proposer is 100 points.

Criteria		Life Fitness	Centurion/ Fitnessmith
1.	Brand, Durability and Warranty of Proposed Equipment; Maximum 30 Points	<i>Non-Responsive</i>	20
2.	Value Added Proposals; Maximum 30 Points		30
3.	Price Proposal and Trade-in Allowance to the City; Maximum 25 Points		20
4.	References and Previous Work/Installations of Similar Equipment; Maximum 15 Points		10
Total Score:		<i>Ø</i>	80

Additional Comments: _____

Reviewed by: Quentin Pough [Signature] Date: 4/6/16
(Print Name) (Signature)



**Evaluation
Scoring Sheet**

Purchasing Division
6130 Sunset Drive
South Miami, Florida 33143
(305) 663-6339
www.southmiamifl.gov

RFP Title: Purchase & Install of Fitness Center Equip for the Gibson-Bethel Community Ctr.
RFP No.: PR2016-05

DIRECTIONS: Please score each firm, for each specific criteria provided. Scoring is based on each criteria listed below with a maximum score for each criteria. The total score for each proposer is calculated by adding each criteria for a total score by proposer. The maximum score total score for each proposer is 100 points.

Criteria	Life Fitness	Centurion/ Fitnessmith
1. Brand, Durability and Warranty of Proposed Equipment; Maximum 30 Points	NON RESPONSIVE	28
2. Value Added Proposals; Maximum 30 Points		30
3. Price Proposal and Trade-in Allowance to the City; Maximum 25 Points		22
4. References and Previous Work/Installations of Similar Equipment; Maximum 15 Points		12
Total Score:	0	92

Additional Comments: _____

Reviewed by: Jaime Adams (Print Name) [Signature] (Signature) Date: 4/6/16



**Evaluation
Scoring Sheet**

Purchasing Division
6130 Sunset Drive
South Miami, Florida 33143
(305) 663-6339
www.southmiamifl.gov

RFP Title: Purchase & Install of Fitness Center Equip for the Gibson-Bethel Community Ctr.
RFP No.: PR2016-05

DIRECTIONS: Please score each firm, for each specific criteria provided. Scoring is based on each criteria listed below with a maximum score for each criteria. The total score for each proposer is calculated by adding each criteria for a total score by proposer. The maximum score total score for each proposer is 100 points.

Criteria	Life Fitness	Centurion/ Fitnessmith
1. Brand, Durability and Warranty of Proposed Equipment; Maximum 30 Points	NON-RESPONSIVE	20
2. Value Added Proposals; Maximum 30 Points		30
3. Price Proposal and Trade-in Allowance to the City; Maximum 25 Points		20
4. References and Previous Work/Installations of Similar Equipment; Maximum 15 Points		12
Total Score:		82

Additional Comments: _____

Reviewed by: ED DELMONTE (Print Name)  (Signature) Date: 4/6/14

Proposal Submittal Checklist Form

**“Purchase and Installation of Fitness Center Equipment at the Gibson-Bethel Community Center”
RFP #PR2016-05**

This checklist indicates the forms and documents required to be submitted for this solicitation and to be presented by the deadline set for within the solicitation. Fulfillment of all solicitation requirements listed is mandatory for consideration of response to the solicitation. Additional documents may be required and, if so, they will be identified in an addendum to this Solicitation. The response shall include the following items:

Attachments and Other Documents described below to be Completed IF MARKED WITH AN “X”:		Check Completed.
X	One (1) Original Unbound Proposal, Five (5) Additional Copies and One (1) Digital Copy	✓
X	Indemnification and Insurance Documents <i>EXHIBIT 2</i>	✓
X	Bid Form, <i>EXHIBIT 3</i>	✓
X	Respondents Cost and Technical Proposal, <i>EXHIBIT 4</i>	✓
X	Signed Contract Documents (All – including General Conditions and Supplementary Conditions if attached) <i>EXHIBIT 5</i>	✓
X	Respondents Qualification Statement	✓
X	List of Proposed Subcontractors and Principal Suppliers	✓
X	Non-Collusion Affidavit	✓
X	Public Entity Crimes and Conflicts of Interest	✓
X	Drug Free Workplace	✓
X	Acknowledgement of Conformance with OSHA Standards	✓
X	Affidavit Concerning Federal & State Vendor Listings	✓
X	Related Party Transaction Verification Form	✓
X	Presentation Team Declaration/Affidavit of Representation	✓

Submit this checklist along with your proposal indicating the completion and submission of each required forms and/or documents.

END OF SECTION

RESPONDENT QUALIFICATION STATEMENT

"Purchase and Installation of Fitness Center Equipment at the Gibson-Bethel Community Center"
RFP #PR2016-05

The response to this questionnaire shall be utilized as part of the CITY'S overall Proposal Evaluation and RESPONDENT selection.

1. Number of similar projects completed,

- a) In the past 5 years
- b) In the past 10 years

1,000 plus
5,000 plus

2. List the last three (3) completed similar projects.

a) Project Name:

Ultimate Fitness - Downtown

Owner Name:

Michael Platt

Owner Address:

400 North Clematis Street WPB, FL
33401

Owner Telephone:

913-636-7262

Actual Final Contract Completion
Date:

8/1/2013

Original Contract Price:

\$250,000.00

b) Project Name:

Premier Health & Fitness

Owner Name:

Anthony DiCarlo

Owner Address:

1250 East Hallendale Beach Blvd
Hallendale, FL 33009
954-288-4287

Owner Telephone:

Actual Final Contract Completion
Date:

3/1/2015

Original Contract Price:

\$150,000.00

c) Project Name:

Bonita National - Lennar Homes

Owner Name:

David Negip

Owner Address:

Owner Telephone:

239-823-4328

Actual Final Contract Completion
Date:

3/31/2016

Original Contract Price:

\$224,745.00

3. Current workload

Project Name	Owner Name	Telephone Number	Contract Price
CITY OF MIAMI FD TRAINING CENTER	ADRIAN PLASENCIA	(305) 416-5422	\$4,690 ⁰⁰
ESPLANADE GRANDE CONDOS	DOUG FARINELLO	(561) 832-5136	\$44,667 ²⁰
MIRAND PORTOFINO	ENZO DIPALMA	(305) 538-3426	\$20,993 ³³
BONITA NATIONAL	DAVID NEGIZI	(239) 823-4328	\$237,473 ⁰⁶
Rocket Fitness	Jim McCormick	(352) 317-7176	\$110,000 ⁰⁰

4. The following information shall be attached to the proposal.

- a) RESPONDENT's home office organization chart.
- b) RESPONDENT's proposed project organizational chart.
- c) Resumes of proposed key project personnel, including on-site Superintendent.

5. List and describe any:

- a) Bankruptcy petitions filed by or against the Respondent or any predecessor organizations,
- b) Any arbitration or civil or criminal proceedings, or
- c) Suspension of contracts or debarring from Bidding or Responding by any public agency brought against the Respondent in the last five (5) years

6. Government References:

List other Government Agencies or Quasi-Government Agencies for which you have done business within the past five (5) years.

Name of Agency: City of Coconut Creek
 Address: 4455 Sol Press Blvd
 Telephone No.: 954-545-6650
 Contact Person: Jacqui Pomerantz
 Type of Project: Fitness Equipment - Spinbikes

Name of Agency: City of Miami - Fire
Address: 3425 Jefferson St
Telephone No.: 305-569-3600
Contact Person: JAIR ESPINOZA
Type of Project: Fitness Equipment- Treadmill/stairmill

Name of Agency: City of Clearwater
Address: 100 S MYRTLE AVE
Telephone No.: 727-562-4800
Contact Person: JP Atherholt
Type of Project: Fitness Equipment

END OF SECTION

NON COLLUSION AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

Michael Scichilone being first duly sworn, deposes and states that:

- (1) He/She/They is/are the Owner
(Owner, Partner, Officer, Representative or Agent) of
CENTURION PARTNERS HEALTH & FITNESS the Respondent that has submitted the attached Proposal;
- (2) He/She/They is/are fully informed concerning the preparation and contents of the attached Proposal and of all pertinent circumstances concerning such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Bidding or proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Respondent, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Respondent, or to fix any overhead, profit, or cost elements of the Proposal Price or the Proposal Price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

[Signature]

Witness

[Signature]

Witness

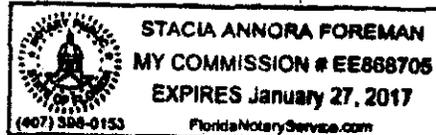
By:

Signature [Signature]
Michael Scichilone CEO
Print Name and Title 3/21/16

3/21/16
Date

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)



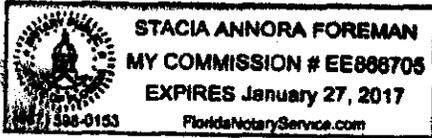
On this the 21 day of March, 2016, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary)

Thomas F. Pepe
12/10/2015

MICHAEL SCICHILONE and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC:
SEAL OF OFFICE:




Notary Public, State of Florida

Stacia Foreman
(Name of Notary Public: Print, Stamp or type as commissioned.)

- Personally known to me, or
 Personal identification:

Type of Identification Produced

- _____
Did take an oath, or

Did Not take an oath.

PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal or bid on a Contract to provide any goods or services to a public entity, may not submit a Bid or proposal for a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases or real property to a public entity, may not be awarded to perform Work as a RESPONDENT, Sub-contractor, supplier, Sub-consultant, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list".

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Respondents must disclose with their Proposals, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of South Miami or its agencies.

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to
CITY OF SOUTH MIAMI
[print name of the public entity]

by MICHAEL SCICHILONE
[print individual's name and title]
for CENTURION PARTNERS HEALTH & FITNESS
[print name of entity submitting sworn statement]

whose business address is 3610 QUANTUM BLVD
BOYNTON BEACH, FL 33426

and (if applicable) its Federal Employer Identification Number (FEIN) is 46-2293242 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
(a) A predecessor or successor of a person convicted of a public entity crime; or
(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in

Thomas F. Pepe
12/10/2015

the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or proposal or applies to bid or proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this 21 day of March, 2016.
[Signature]

Personally known

OR Produced identification _____

(Type of identification)
Form PUR 7068 (Rev.06/11/92)

Notary Public -- State of Florida

My commission expires 1/27/2017
(Printed, typed or stamped commissioned name of notary public)

Thomas F. Pepe
12/10/2015



DRUG FREE WORKPLACE

Whenever two or more Bids or Proposals which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid or Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids or Proposals shall be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, he employee shall abide by the terms of the statement and shall notify the employee of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) business days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

RESPONDENT's Signature: _____

Print Name: _____

Date: _____

ACKNOWLEDGEMENT OF CONFORMANCE WITH OSHA STANDARDS

TO THE CITY OF SOUTH MIAMI

We, Fitnessmith (Name of CONTRACTOR), hereby acknowledge and agree that as CONTRACTOR for the "Purchase and Installation of Fitness Center Equipment at the Gibson-Bethel Community Center," project as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the **City of South Miami** and N/A (Consultant, if any) against any and all liability, claims, damages, losses and expenses they may incur due to the failure of (Sub-contractor's names):

to comply with such act or regulation.

CONTRACTOR
Fitnessmith

William Stou
Witness

BY: Michael Seichilone
Name

CEO
Title

**AFFIDAVIT CONCERNING
FEDERAL AND STATE VENDOR LISTINGS**

The person, or entity, who is responding to the City's solicitation, hereinafter referred to as "Respondent", must certify that the Respondent's name Does Not appear on the State of Florida, Department of Management Services, "CONVICTED, SUSPENDED, DISCRIMINATORY FEDERAL EXCLUDED PARTIES and COMPLAINTS VENDOR LISTINGS".

If the Respondent's name Does appear on one or all the "Listings" summarized below, Respondents must "Check if Applies" next to the applicable "Listing." The "Listings" can be accessed through the following link to the Florida Department of Management Services website:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

DECLARATION UNDER PENALTY OF PERJURY

I, MICHAEL SCICHILONE (hereinafter referred to as the "Declarant") state, under penalty of perjury, that the following statements are true and correct:

- (1) I represent the Respondent whose name is CENTURION PARTNERS HEALTH & FITNESS
- (2) I have the following relationship with the Respondent MANAGING MEMBER (Owner (if Respondent is a sole proprietor), President (if Respondent is a corporation) Partner (if Respondent is a partnership), General Partner (if Respondent is a Limited Partnership) or Managing Member (if Respondent is a Limited Liability Company).
- (3) I have reviewed the Florida Department of Management Services website at the following URL address: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- (4) I have entered an "x" or a check mark beside each listing/category set forth below if the Respondent's name appears in the list found on the Florida Department of Management Services website for that category or listing. If I did not enter a mark beside a listing/category, it means that I am attesting to the fact that the Respondent's name does not appear on the listing for that category in the Florida Department of Management Services website as of the date of this affidavit.

- Check if Applicable
- Convicted Vendor List
 - Suspended Vendor List
 - Discriminatory Vendor List
 - Federal Excluded Parties List
 - Vendor Complaint List

FURTHER DECLARANT SAYETH NOT.

MICHAEL SCICHILONE
(Print name of Declarant)

By: [Signature]
(Signature of Declarant)

ACKNOWLEDGEMENT

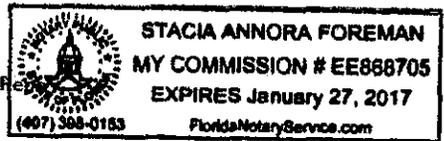
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

On this the 21 day of March, 2016, before me, the undersigned authority, personally appeared Michael Scichilone who is personally know to me or who provided the following identification personal know and who took an oath or affirmed that that he/she/they executed the foregoing Affidavit as the Declarant.

WITNESS my hand and official seal.

**NOTARY PUBLIC:
SEAL**

[Signature]
Notary Public, State of Florida
Stacia Foreman
(Name of Notary Public: Print, Stamp or type as commissioned.)



Thomas F. ...
12/10/2015

RELATED PARTY TRANSACTION VERIFICATION FORM

I, Michael Scribner, individually and on behalf of Fitnessmith ("Firm") have Name of Representative Company/Vendor/Entity read the City of South Miami ("City")'s Code of Ethics, Section 8A-1 of the City's Code of Ordinances and I hereby certify, under penalty of perjury that to the best of my knowledge, information and belief:

(1) neither I nor the Firm have any conflict of interest (as defined in section 8A-1) with regard to the contract or business that I, and/or the Firm, am(are) about to perform for, or to transact with, the City, and

(2) neither I nor any employees, officers, directors of the Firm, nor anyone who has a financial interest greater than 5% in the Firm, has any relative(s), as defined in section 8A-1, who is an employee of the City or who is(are) an appointed or elected official of the City, or who is(are) a member of any public body created by the City Commission, i.e., a board or committee of the City, [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (2) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees or those who have a financial interest in the Firm.]; and

(3) neither I nor the Firm, nor anyone who has a financial interest greater than 5% in the Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) has transacted or entered into any contract(s) with the City or has a financial interest, direct or indirect, in any business being transacted with the city, or with any person or agency acting for the city, other than as follows:

____ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (3) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of those who have a financial interest in the Firm.]; and

(4) no elected and/or appointed official or employee of the City of South Miami, or any of their immediate family members (i.e., spouse, parents, children, brothers and sisters) has a financial interest, directly or indirectly, in the contract between you and/or your Firm and the City other than the following individuals whose interest is set forth following their names:

____ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). The names of all City employees and that of all elected and/or appointed city officials or board members, who own, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the firm are as follows:

____ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (4) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the financial interest in the Firm of city employees, appointed officials or the immediate family members of elected and/or appointed official or employee.]

(5) I and the Firm further agree not to use or attempt to use any knowledge, property or resource which may come to us through our position of trust, or through our performance of our duties under the terms of the contract with the City, to secure a special privilege, benefit, or exemption for ourselves, or others. We agree that we may not disclose or use information, not available to members of the general public, for our personal gain or benefit or for the personal gain or benefit of any other person or business entity, outside of the normal gain or benefit anticipated through the performance of the contract.

(6) I and the Firm hereby acknowledge that we have not contracted or transacted any business with the City or any person or agency acting for the City, and that we have not appeared in representation of any third party before any board, commission or agency of the City within the past two years other than as

Thomas F. Pepe
12/10/2015

follows: _____ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath).
X:\Purchasing\Vendor Registration\12.28.12 RELATED PARTY TRANSACTION VERIFICATION FORM [3].docx

(7) Neither I nor any employees, officers, or directors of the Firm, nor any of their immediate family (i.e., as a spouse, son, daughter, parent, brother or sister) is related by blood or marriage to: (i) any member of the City Commission; (ii) any city employee; or (iii) any member of any board or agency of the City other than as follows: _____ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (7) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship by blood or marriage of employees, officers, or directors of the Firm, or of any of their immediate family to any appointed or elected officials of the City, or to their immediate family members].

(8) No Other Firm, nor any officers or directors of that Other Firm or anyone who has a financial interest greater than 5% in that Other Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) nor any of my immediate family members (hereinafter referred to as "Related Parties") has responded to a solicitation by the City in which I or the Firm that I represent or anyone who has a financial interest greater than 5% in the Firm, or any member of those persons' immediate family (i.e. spouse, parents, children, brothers and sisters) have also responded, other than the following: _____ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (8) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation into the Other Firm, or the Firm he/she represents, as to their officers, directors or anyone having a financial interest in those Firms or any of their any member of those persons' immediate family.]

(9) I and the Firm agree that we are obligated to supplement this Verification Form and inform the City of any change in circumstances that would change our answers to this document. Specifically, after the opening of any responses to a solicitation, I and the Firm have an obligation to supplement this Verification Form with the name of all Related Parties who have also responded to the same solicitation and to disclose the relationship of those parties to me and the Firm.

(10) A violation of the City's Ethics Code, the giving of any false information or the failure to supplement this Verification Form, may subject me or the Firm to immediate termination of any agreement with the City, and the imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics. Under penalty of perjury, I declare that I have made a diligent effort to investigate the matters to which I am attesting hereinabove and that the statements made hereinabove are true and correct to the best of my knowledge, information and belief.

Signature: 
Print Name & Title: CEO Michael Scichilone
Date: 3/21/14

Sec. 8A-1. - Conflict of interest and code of ethics ordinance.

(a) Designation.

This section shall be designated and known as the "City of South Miami Conflict of Interest and Code of Ethics Ordinance." This section shall be applicable to all city personnel as defined below, and shall also constitute a standard of ethical conduct and behavior for all autonomous personnel, quasi-judicial personnel, advisory personnel and departmental personnel. The provisions of this section shall be applied in a cumulative manner. By way of example, and not as a limitation, subsections (c) and (d) may be applied to the same contract or transaction.

(b) Definitions. For the purposes of this section the following definitions shall be effective:

- (1) The term "commission members" shall refer to the mayor and the members of the city commission.
- (2) The term "autonomous personnel" shall refer to the members of autonomous authorities, boards and agencies, such as the city community redevelopment agency and the health facilities authority.
- (3) The term "quasi-judicial personnel" shall refer to the members of the planning board, the environmental review and preservation board, the code enforcement board and such other individuals, boards and agencies of the city as perform quasi-judicial functions.
- (4) The term "advisory personnel" shall refer to the members of those city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission.
- (5) The term "departmental personnel" shall refer to the city clerk, the city manager, department heads, the city attorney, and all assistants to the city clerk, city manager and city attorney, however titled.
- (6) The term "employees" shall refer to all other personnel employed by the city.
- (7) The term "compensation" shall refer to any money, gift, favor, thing of value or financial benefit conferred, or to be conferred, in return for services rendered or to be rendered.
- (8) The term "controlling financial interest" shall refer to ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity at the time of transacting business with the city.
- (9) The term "immediate family" shall refer to the spouse, parents, children, brothers and sisters of the person involved.
- (10) The term "transact any business" shall refer to the purchase or sale by the city of specific goods or services for consideration and to submitting a bid, a proposal in response to a Solicitation, a statement of qualifications in response to a request by the city, or entering into contract negotiations for the provision on any goods or services, whichever first occurs.

(c) Prohibition on transacting business with the city.

No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business in which that person or a member of the immediate family has a financial interest, direct or indirect with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Willful violation of this subsection shall constitute malfeasance in office and shall affect forfeiture of office or position. Nothing in this subsection shall prohibit or make illegal:

- (1) The payment of taxes, special assessments or fees for services provided by the city government;
- (2) The purchase of bonds, anticipation notes or other securities that may be issued by the city through underwriters or directly from time to time.

Waiver of prohibition. The requirements of this subsection may be waived for a particular transaction only by four affirmative votes of the city commission after public hearing upon finding that:

- (1) An open-to-all sealed competitive proposal has been submitted by a city person as defined in paragraphs (b)(2), (3) and (4);
- (2) The proposal has been submitted by a person or firm offering services within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by the laws of the state and pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by a city person defined in paragraphs (b)(2), (3) and (4);
- (3) The property or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements; and
- (4) That the proposed transaction will be in the best interest of the city.

This subsection shall be applicable only to prospective transactions, and the city commission may in no case ratify a transaction entered in violation of this subsection.

Provisions cumulative. This subsection shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.

(d) Further prohibition on transacting business with the city.

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No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which that person or any member of the immediate family has a controlling financial interest, direct or indirect, with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. The remaining provisions of subsection (c) will also be applicable to this subsection as though incorporated by recitation.

Additionally, no person included in the term defined in paragraph (b)(1) shall vote on or participate in any way in any matter presented to the city commission if that person has any of the following relationships with any of the persons or entities which would be or might be directly or indirectly affected by any action of the city commission:

- (1) Officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or
- (2) Stockholder, bondholder, debtor, or creditor, if in any instance the transaction or matter would affect the person defined in paragraph (b)(1) in a manner distinct from the manner in which it would affect the public generally. Any person included in the term defined in paragraph (b)(1) who has any of the specified relationships or who would or might, directly or indirectly, realize a profit by the action of the city commission shall not vote on or participate in any way in the matter.

(E) Gifts.

(1) *Definition.* The term "gift" shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.

(2) *Exceptions.* The provisions of paragraph (e)(1) shall not apply to:

- a. Political contributions specifically authorized by state law;
- b. Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under paragraph (3);
- c. Awards for professional or civic achievement;
- d. Material such as books, reports, periodicals or pamphlets which are solely informational or of an advertising nature.

(3) *Prohibitions.* A person described in paragraphs (b)(1) through (6) shall neither solicit nor demand any gift. It is also unlawful for any person or entity to offer, give or agree to give to any person included in the terms defined in paragraphs (b)(1) through (6), or for any person included in the terms defined in paragraphs (b)(1) through (6) to accept or agree to accept from another person or entity, any gift for or because of:

- a. An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;
- b. A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;
- c. A legal duty violated or to be violated, or which could be violated by any person included in the term defined in paragraph (b)(1); or
- d. Attendance or absence from a public meeting at which official action is to be taken.

(4) *Disclosure.* Any person included in the term defined in paragraphs (b)(1) through (6) shall disclose any gift, or series of gifts from anyone person or entity, having a value in excess of \$25.00. The disclosure shall be made by filing a copy of the disclosure form required by chapter 112, Florida Statutes, for "local officers" with the city clerk simultaneously with the filing of the form with the clerk of the county and with the Florida Secretary of State.

(f) Compulsory disclosure by employees of firms doing business with the city.

Should any person included in the terms defined in paragraphs (b)(1) through (6) be employed by a corporation, firm, partnership or business entity in which that person or the immediate family does not have a controlling financial interest, and should the corporation, firm, partnership or business entity have substantial business commitments to or from the city or any city agency, or be subject to direct regulation by the city or a city agency, then the person shall file a sworn statement disclosing such employment and interest with the clerk of the city.

(g) Exploitation of official position prohibited.

No person included in the terms defined in paragraphs (b)(1) through (6) shall corruptly use or attempt to use an official position to secure special privileges or exemptions for that person or others.

(h) Prohibition on use of confidential information.

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept employment or engage in any business or professional activity which one might reasonably expect would require or induce one to disclose confidential information acquired by reason of an official position, nor shall that person in fact ever disclose confidential information garnered or gained through an official position with the city, nor shall that person ever use such information, directly or indirectly, for personal gain or benefit.

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(i) Conflicting employment prohibited.

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept other employment which would impair independence of judgment in the performance of any public duties.

(j) Prohibition on outside employment.

(1) No person included in the terms defined in paragraphs (b)(6) shall receive any compensation for services as an officer or employee of the city from any source other than the city, except as may be permitted as follows:

a. *Generally prohibited.* No full-time city employee shall accept outside employment, either incidental, occasional or otherwise, where city time, equipment or material is to be used or where such employment or any part thereof is to be performed on city time.

b. *When permitted.* A full-time city employee may accept incidental or occasional outside employment so long as such employment is not contrary, detrimental or adverse to the interest of the city or any of its departments and the approval required in subparagraph c. is obtained.

c. *Approval of department head required.* Any outside employment by any full-time city employee must first be approved in writing by the employee's department head who shall maintain a complete record of such employment.

d. *Penalty.* Any person convicted of violating any provision of this subsection shall be punished as provided in section 1-11 of the Code of Miami-Dade County and, in addition shall be subject to dismissal by the appointing authority. The city may also assess against a violator a fine not to exceed \$500.00 and the costs of investigation incurred by the city.

(2) All full-time city employees engaged in any outside employment for any person, firm, corporation or entity other than the city, or any of its agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done and any amount of money or other consideration received by the employee from the outside employment. City employee reports shall be filed with the city clerk. The reports shall be available at a reasonable time and place for inspection by the public. The city manager may require monthly reports from individual employees or groups of employees for good cause.

(k) Prohibited investments.

No person included in the terms defined in paragraphs (b)(1) through (6) or a member of the immediate family shall have personal investments in any enterprise which will create a substantial conflict between private interests and the public interest.

(l) Certain appearances and payment prohibited.

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall appear before any city board or agency and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the city or a city agency, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a party who seeks legal relief from the city or a city agency through the suit in question.

(2) No person included in the terms defined in paragraphs (b)(2), (3) and (4) shall appear before the city commission or agency on which the person serves, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a third party who has applied for or is seeking some benefit from the city commission or agency on which the person serves in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a third party who seeks legal relief from the city commission or agency on which such person serves through the suit in question.

(m) Actions prohibited when financial interests involved.

No person included in the terms defined in paragraphs (b) (1) through (6) shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt.

(n) Acquiring financial interests.

No person included in the terms defined in paragraphs (b)(1) through (6) shall acquire a financial interest in a project, business entity or property at a time when the person believes or has reason to believe that the financial interest may be directly affected by official actions or by official actions by the city or city agency of which the person is an official, officer or employee.

(o) Recommending professional services.

No person included in the terms defined in paragraphs (b)(1) through (4) may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional or otherwise, to assist in any transaction involving the city or any of its agencies, provided that a recommendation may properly be made when required to be made by the duties of office and in advance at a public meeting attended by other city officials, officers or employees.

(p) Continuing application after city service.

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall, for a period of two years after his or her city service or employment has ceased, lobby any city official [as defined in paragraphs (b)(1) through (6)] in connection with any judicial or other proceeding, application, Solicitation, RFQ, bid, request for ruling or other determination, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the city or one of its agencies is a party or has any interest whatever, whether direct or indirect. Nothing contained in this subsection shall prohibit any individual from submitting a routine administrative request or application to a city department or agency during the two-year period after his or her service has ceased.

(2) The provisions of the subsection shall not apply to persons who become employed by governmental entities, 501(c)(3) non-profit entities or educational institutions or entities, and who lobby on behalf of those entities in their official capacities.

(3) The provisions of this subsection shall apply to all persons described in paragraph (p)(1) whose city service or employment ceased after the effective date of the ordinance from which this section derives.

(4) No person described in paragraph (p)(1) whose city service or employment ceased within two years prior to the effective date of this ordinance shall for a period of two years after his or her service or employment enter into a lobbying contract to lobby any city official in connection with any subject described in paragraph (p)(1) in which the city or one of its agencies is a party or has any direct and substantial interest; and in which he or she participated directly or indirectly through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "directly" where he or she was substantially involved in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "indirectly" where he or she knowingly participated in any way in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. All persons covered by this paragraph shall execute an affidavit on a form approved by the city attorney prior to lobbying any city official attesting that the requirements of this subsection do not preclude the person from lobbying city officials.

(5) Any person who violates this subsection shall be subject to the penalties provided in section 8A-2(p).

(q) City attorney to render opinions on request.

Whenever any person included in the terms defined in paragraphs (b)(1) through (6) and paragraph (b)(9) is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics ordinance, or whenever any person who renders services to the city is in doubt as to the applicability of the ordinance that person, may submit to the city attorney a full written statement of the facts and questions. The city attorney shall then render an opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name.

(Ord. No. 6-99-1680, § 2, 3-2-99)

Editor's note- Ord. No. 6-99-1680, § 1, adopted 3-2-99, repealed §§ 8A-1 and 8A-2 in their entirety and replaced them with new §§

8A-1 and 8A-2. Former §§ 8A-1 and 8A-2 pertained to declaration of policy and definitions, respectively, and derived from Ord. No. 634, §§ 1 (1A-1), 1 (1A-2) adopted Jan. 11, 1969.

END OF SECTION

No person included in the terms defined in paragraphs (b)(1) through (4) may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional or otherwise, to assist in any transaction involving the city or any of its agencies, provided that a recommendation may properly be made when required to be made by the duties of office and in advance at a public meeting attended by other city officials, officers or employees.

(p) Continuing application after city service.

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall, for a period of two years after his or her city service or employment has ceased, lobby any city official [as defined in paragraphs (b)(1) through (6)] in connection with any judicial or other proceeding, application, Solicitation, RFQ, bid, request for ruling or other determination, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the city or one of its agencies is a party or has any interest whatever, whether direct or indirect. Nothing contained in this subsection shall prohibit any individual from submitting a routine administrative request or application to a city department or agency during the two-year period after his or her service has ceased.

(2) The provisions of the subsection shall not apply to persons who become employed by governmental entities, 501(c)(3) non-profit entities or educational institutions or entities, and who lobby on behalf of those entities in their official capacities.

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Whenever any person included in the terms defined in paragraphs (b)(1) through (6) and paragraph (b)(9) is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics ordinance, or whenever any person who renders services to the city is in doubt as to the applicability of the ordinance that person, may submit to the city attorney a full written statement of the facts and questions. The city attorney shall then render an opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name.

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END OF SECTION

NOTICE OF AWARD

**"Purchase and Installation of Fitness Center Equipment at the Gibson-Bethel Community Center"
RFP #PR2016-05**

The City has considered the Proposal submitted by your firm for the **"Purchase and Installation of Fitness Center Equipment at the Gibson-Bethel Community Center"** in response to its advertisement for Request for Proposal and Instructions to Respondents.

You are hereby notified that your Proposal has been accepted for the **"Purchase and Installation of Fitness Center Equipment at the Gibson-Bethel Community Center"** in the amount of \$ 99,577.77, broken down as follows:

Base Proposal: \$99,577.77
Alternate #1: _____
Alternate #2: _____
Alternate #3: _____

You are required by the Instructions to Respondents to execute the Contract Documents at the time of submittal of proposal and to furnish any required Performance Bond, Payment Bond, and insurance documents (see Proposal Submittal Checklist Form) within ten (10) day from the date of this notice to you.

Notwithstanding the fact that you have agreed, by responding to the Solicitation, to the terms of the contract attached to the Solicitation package, if you fail to execute said Contract and to furnish said bonds, the required insurance documentation within ten (10) calendar days from the date of this notice, the CITY shall have the right and be entitled, in its sole and absolute discretion, to disqualify the Proposal, revoke the award and retain the Proposal/Bid Bond/Security. Please be advised that if the contract price exceeds \$5,000.00 or if it is a multi-year contract requiring payment out of more than one year's appropriation, the award and the contract must be approved by the City Commission before it is binding on the City.

BY: _____
Steven Alexander
City Manager

Dated this ____ day of _____, 20____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____

On this the ____ day of _____, 20____.

BY: _____

TITLE: _____

You are required to return an acknowledged copy of this Notice of Award to the City Manager.

END OF SECTION

NOTICE TO PROCEED

"Purchase and Installation of Fitness Center Equipment at the Gibson-Bethel Community Center"
RFP #PR2016-05

FITNESSMITH
TO: 3010 QUANTUM BLVD
BOYNTON BEACH, FL 33426

DATE: MARCH, 29 2016

PROJECT DESCRIPTION: "Purchase and Installation of Fitness Center Equipment at the Gibson-Bethel Community Center" in accordance with Plans and Scope of Services referenced in the Contract Documents.

You are hereby notified to commence Work in accordance with the Contract within **60 working days** from the date specified in a Notice to Proceed, or Purchase Order, (hereinafter referred to as the "Work Commencement Date," dated _____, on or before _____.

City of South Miami

BY: _____

(print name)

City Manager, or designee

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____

on this _____ day of _____, 20____.

BY: _____

TITLE: _____

END OF SECTION

EXHIBIT #1
Scope of Services
Attachment A

“Purchase and Installation of Fitness Center Equipment at the Gibson-Bethel Community Center”
RFP #PR2016-05

I. Scope of Work:

The work specified in this Request for Proposal (RFP) shall consist of furnishing all goods, materials, supplies and services, including but not limited to the furnishing all labor of Contractor and all allowable subcontractors, disposal of materials, and cost of machinery, tools, transportation, equipment rental and permits, to perform all of the Work described below and which is necessary to provide a completed project that meets all of the needs described in this Scope of Services. Permit fees are waived for permits required to be issued by the City of South Miami. Permit fees from other government entities, if required, shall be the responsibility of the Respondent/Contractor however, in all cases; it is the responsibility of Respondents/Contractors to secure any and all permits that may be required for this project.

Contractor is responsible for all safety measures for the site from the time the Notice to Proceed is issued until the City accepts the finished project in writing. Contractor shall select one access path for the site (to be approved by the City) and shall be responsible for complete restoration upon completion including, but not limited to, re-grading and repair or replacement of irrigation, sod, sidewalks, curbs, trees and/or other plants and any other items damaged by Contractor's vendors, subcontractors, employees, representatives, etc. to the City's satisfaction.

Work activity is limited to the hours from 7:00 a.m. through 5:00 p.m., on weekdays from Monday through Friday.

The City's Parks and Recreation Department is soliciting proposals from qualified companies/contractors to:

- 1) Remove and dispose of existing fitness and cardio equipment and carpet flooring and;
- 2) Supply, deliver and install new commercial fitness equipment, new 3/8" rubberized commercial gym flooring in the fitness/wellness and cardio rooms, and;
- 3) Provide and install three (32") LED Samsung televisions, or equivalent brand/manufacture, at the Gibson-Bethel Community Center, located at 5800 Southwest 66th Street, South Miami, Florida 33143.

All equipment shall be delivered and installed on the second (2nd) level at the community center. There is one (1) elevator with access to the 2nd floor, as well as a flight of stairs.

A. Value Added Proposals:

The City is seeking “value added” proposals from Respondents. Some “value added” suggestions are:

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- a) Preventative maintenance services for a period of time. Respondents shall specify the specific maintenance program and duration.
- b) Installation of rubberized commercial gym flooring for no additional charge.

These are only suggestions – the City is not requiring Respondents to provide “value added” items as part of this proposal; however, it will be considered during the evaluation phase, refer to Exhibit #6 “Evaluation Selection Criteria.”

B. Trade-In Allowances:

Respondents shall include a “Trade-in Allowance” for existing Cardio and Strength equipment, please refer to *Exhibit #4, “Respondents Cost and Technical Proposal.”* Trade-in Allowances shall include all required labor and equipment, if necessary, for the breakdown, removal, and transportation of existing Cardio and Strength equipment from the City’s fitness center.

C. Equivalent Items:

The City has researched fitness equipment and determined that the brand name of the equipment listed in **Tables A: Cardio Equipment** and **B: Strength Equipment** demonstrates the quality and durability desired. *Respondents may submit pricing on equivalent items. It is at the sole discretion of the City to make the determination if a product will be acceptable as an equivalent.*

NOTE: Respondent shall include, as a part of their proposal, descriptive and detail equipment literature with their submittal, warranty information, and 3-dimensional drawings/facility designs of all proposed equipment for the cardio and strength rooms.

Table A: Cardio Equipment

Qty.	Equipment	Description or Equivalent Brand/Mfg.
3	Treadmill	Life Fitness CLST Integrity Treadmill or similar model
2	Elliptical	Life Fitness CLSX Integrity Cross-Trainer or similar model
2	Bike	Life Fitness CLSR Integrity Recumbent or similar model
1	Rower	Row GX Trainer
2	32” LED TV	Samsung (wall mounted) or equivalent

Table B: Strength Equipment

Qty.	Equipment	Description or Equivalent Brand/Mfg.
1	2 Cable Station/Chin Up Bar/Step Up Platform	Synrgy360T – Versa Dap Package or similar model
1	Adjustable Abdominal Bench	Signature Series Adjustable Decline/Abdominal Bench or similar model
1	Strength Adjustable Bench	Hammer Strength Adjustable Bench or similar model
1	Chest Press	Optima Series Chest Press or similar model
1	Shoulder Press	Optima Series Shoulder Press or similar model
1	Seated Row	Optima Series Seated Row or similar model

1	Leg Extension	Optima Series Leg Extension or similar model
1	Leg Curl	Optima Series Leg Curl or similar model
1	Butterfly	Optima Series Pec Fly/Rear Delt or similar model
1	Triceps	Optima Series Triceps Extension or similar model
1	Lat Pulldown	Optima Series Lat Pulldown or similar model
1	Hip Abductor	Optima Series Hip Abductor/Adductor or similar model
1	Glute	Insignia Series Glute or similar model
1	Lateral Incline Press	Hammer Strength Iso-Lateral Incline Press or similar model
1	Lateral Rowing	Hammer Strength Iso-Lateral Rowing or similar model
1	Leg Press	Hammer Strength Linear Leg Press or similar model
1	Biceps Curl	Hammer Strength Select Biceps Curl or similar model
2	Smith Machine w/adjustable bench	Hammer Strength Smith Machine or similar model
1	Dumbbell Rack	3-Tier Optima Series Dumbbell Rack (10 lbs – 60 lbs) or similar model
5	Medicine Balls w/ rack	1 each: 4 lbs; 6 lbs; 8 lbs; 10 lbs; 12 lbs
3	Mats	Fitness Mats
1	32" LED TV	Samsung (wall mounted), or equivalent
2	Resistance Tubes	Life Fitness Resistance Tubes or similar model
2	Double Cord Resistance Tubes	Life Fitness Double Cord Resistance Tubes

II. Site Location:

The site is located within the City of South Miami; Gibson-Bethel Community Center, located at 5800 Southwest 66th Street, South Miami, Florida 33143.

III. Second Floor Plans:

Second Floor Plans are included and are part of this RFP by way of reference; **Exhibit #1, Scope of Services, Attachment B.** The fitness room is labeled as “Wellness/Fitness” and the cardio room is labeled as “Recreation Room.” **The fitness room is approximately 1,768 sq. ft. and the cardio room is approximately 547 sq. ft.**

IV. Project Funding:

This project is funded through City funds. For fiscal year 2016, the City of South Miami has allocated \$121,000 in its Capital Improvement Program towards this project.

V. Project Duration:

The current estimate to complete project is **60 working days** from issuance of a Notice to Proceed.

VI. Warranty:

The standard manufacturer's warranty information must be provided in writing for all equipment being proposed, including installation by an authorized dealer.

END OF SECTION

EXHIBIT #1
Scope of Services
Attachment B
“Purchase and Installation of Fitness Center Equipment at the Gibson-Bethel Community Center”
RFP #PR2016-05

GIBSON-BETHEL COMMUNITY CENTER
SECOND FLOOR PLANS

FLOOR PLAN LEGEND:

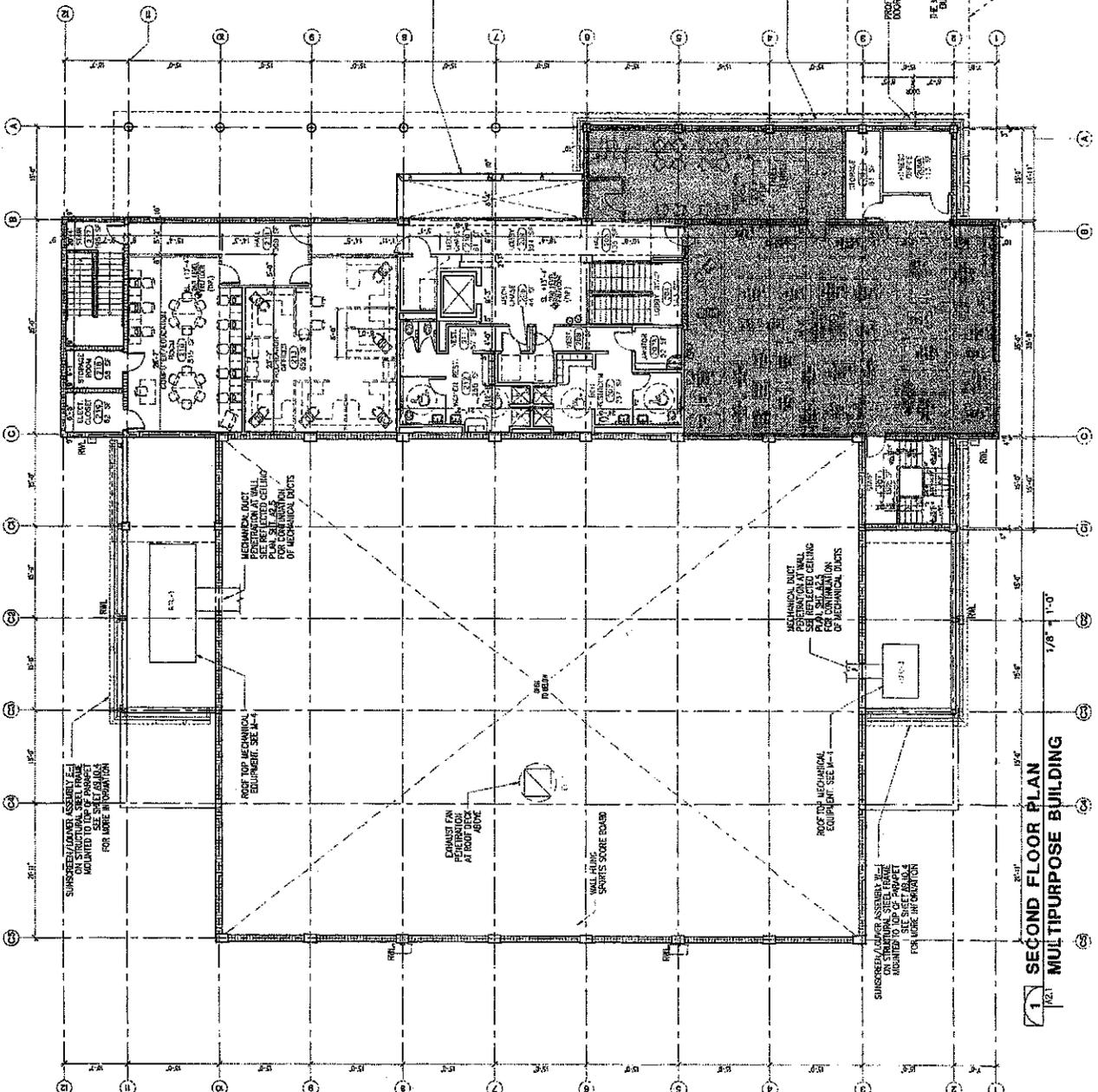
General Notes

- ALL DIMENSIONS GIVEN ARE NOMINAL. REFER TO PARTITION TYPES ON SHEETS FOR FINISHES AND ACTUAL DIMENSIONS.

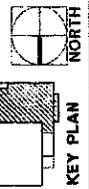
Symbol Legend

- NEW REINFORCED CONCRETE COLUMN.
- NEW REINFORCED CONCRETE BLOCK WALL.
- NEW METAL STUD PARTITION.
- NEW 6" (152) REINFORCED CONCRETE BLOCK WALL.

- NEW REINFORCED CONCRETE COLUMN.
 SEE STRUCTURAL DRAWINGS FOR DETAILS.
- NEW REINFORCED CONCRETE BLOCK WALL.
 SEE STRUCTURAL DRAWINGS FOR DETAILS.
- NEW METAL STUD PARTITION.
 NEW 6" (152) REINFORCED CONCRETE BLOCK WALL.
- CURTAIN WALL.
 SEE SHEET A20 FOR MORE INFORMATION.
- SUNSCREEN/OVER ASSEMBLY.
 MOUNTED TO EXTERIOR OF STRUCTURAL STEEL FRAME.
 SEE SHEET A04 FOR MORE INFORMATION.
- MECHANICAL DUCT PENETRATION AT WALL.
 SEE SHEET A04 FOR MORE INFORMATION.
- ROOF TOP MECHANICAL EQUIPMENT.
 SEE SHEET A04 FOR MORE INFORMATION.
- EXHAUST FAN PENETRATION.
 SEE SHEET A04 FOR MORE INFORMATION.
- SUNSCREEN/OVER ASSEMBLY.
 MOUNTED TO EXTERIOR OF STRUCTURAL STEEL FRAME.
 SEE SHEET A04 FOR MORE INFORMATION.



**1 SECOND FLOOR PLAN
MURRAY PARK MULTIPURPOSE BUILDING**



75% CONSTRUCTION DOCUMENTS

EXHIBIT #2

"Purchase and Installation of Fitness Center Equipment at the Gibson-Bethel Community Center" RFP #PR2016-05

Insurance & Indemnification Requirements

1.01 Insurance

- A. Without limiting its liability, the contractor, consultant or consulting firm (hereinafter referred to as "FIRM" with regard to Insurance and Indemnification requirements) shall be required to procure and maintain at its own expense during the life of the Contract, insurance of the types and in the minimum amounts stated below as will protect the FIRM, from claims which may arise out of or result from the contract or the performance of the contract with the City of South Miami, whether such claim is against the FIRM or any sub-contractor, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
- B. No insurance required by the CITY shall be issued or written by a surplus lines carrier unless authorized in writing by the CITY and such authorization shall be at the CITY's sole and absolute discretion. The FIRM shall purchase insurance from and shall maintain the insurance with a company or companies lawfully authorized to sell insurance in the State of Florida, on forms approved by the State of Florida, as will protect the FIRM, at a minimum, from all claims as set forth below which may arise out of or result from the FIRM's operations under the Contract and for which the FIRM may be legally liable, whether such operations be by the FIRM or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the FIRM's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the FIRM's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the FIRM's obligations under the Contract.

1.02 Firm's Insurance Generally. The FIRM shall provide and maintain in force and effect until all the Work to be performed under this Contract has been completed and accepted by CITY (or for such duration as is otherwise specified hereinafter), the insurance coverage written on Florida approved forms and as set forth below:

1.03 Workers' Compensation Insurance at the statutory amount as to all employees in compliance with the "Workers' Compensation Law" of the State of Florida including Chapter 440, Florida Statutes, as presently written or hereafter amended, and all applicable federal laws. In addition, the policy (ies) must include: Employers' Liability at the statutory coverage amount. The FIRM shall further insure that all of its Subcontractors maintain appropriate levels of Worker's Compensation Insurance.

1.04 Commercial Comprehensive General Liability insurance with broad form endorsement, as well as automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate, including:

- Personal Injury: \$1,000,000;
- Medical Insurance: \$5,000 per person;
- Property Damage: \$500,000 each occurrence;

1.05 Umbrella Commercial Comprehensive General Liability insurance shall be written on a Florida approved form with the same coverage as the primary insurance policy but in the amount of \$1,000,000 per claim and \$2,000,000 Annual Aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- (a) Premises and Operation
- (b) Independent Contractors
- (c) Products and/or Completed Operations Hazard

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- (d) Explosion, Collapse and Underground Hazard Coverage
- (e) Broad Form Property Damage
- (f) Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
- (g) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

1.06 Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) plus an additional One Million Dollar (\$1,000,000.00) umbrella per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Umbrella coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by with the state of Florida, and must include:

- (a) Owned Vehicles.
- (b) Hired and Non-Owned Vehicles
- (c) Employers' Non-Ownership

1.07 SUBCONTRACTS: The FIRM agrees that if any part of the Work under the Contract is sublet, the subcontract shall contain the same insurance provision as set forth in section 5.1 above and 5.4 below and substituting the word Subcontractor for the word FIRM and substituting the word FIRM for CITY where applicable.

1.08 Fire and Extended Coverage Insurance (Builders' Risk), IF APPLICABLE:

- A. In the event that this contract involves the construction of a structure, the CONTRACTOR shall maintain, with an Insurance Company or Insurance Companies acceptable to the CITY, "Broad" form/All Risk Insurance on buildings and structures, including Vandalism & Malicious Mischief coverage, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract, or if the machinery is located in a building that is being renovated by reason of this contract. The amount of insurance must, at all times, be at least equal to the replacement and actual cash value of the insured property. The policy shall be in the name of the CITY and the CONTRACTOR, as their interest may appear, and shall also cover the interests of all Subcontractors performing Work.
- B. All of the provisions set forth in Section 5.4 herein below shall apply to this coverage unless it would be clearly not applicable.

1.09 Miscellaneous:

- A. If any notice of cancellation of insurance or change in coverage is issued by the Insurance company or should any insurance have an expiration date that will occur during the period of this contract, the FIRM shall be responsible for securing other acceptable insurance prior to such cancellation, change, or expiration so as to provide continuous coverage as specified in this section and so as to maintain coverage during the life of this Contract.
- B. All deductibles must be declared by the FIRM and must be approved by the CITY. At the option of the CITY, either the FIRM shall eliminate or reduce such deductible or the FIRM shall procure a Bond, in a form satisfactory to the CITY covering the same.
- C. The policies shall contain waiver of subrogation against CITY where applicable, shall expressly provide that such policy or policies are primary over any other collectible insurance that CITY may have. The CITY reserves the right at any time to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY as well as contractual liability provision covering the Contractors duty to indemnify the City as provided in this Agreement.
- D. Before starting the Work, the FIRM shall deliver to the CITY and CONSULTANT certificates of such insurance, acceptable to the CITY, as well as the insurance binder, if one is issued, the insurance policy, including the declaration page and all applicable endorsements and provide the name, address and telephone number of the insurance agent or broker through whom the policy was obtained. The insurer shall be rated A.VII or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. All insurance policies must be written on forms approved by the State of Florida and they must remain in full force and effect for the duration of the contract period with the CITY. The FIRM may be required by the CITY, at its sole discretion, to provide a "certified copy" of the Policy (as defined in Article 1 of this document) which shall include the declaration page and all required endorsements. In addition, the FIRM shall deliver, at the time of delivery of the insurance certificate, the following endorsements:
 - (1) a policy provision or an endorsement with substantially similar provisions as follows:

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"The City of South Miami is an additional insured. The insurer shall pay all sums that the City of South Miami becomes legally obligated to pay as damages because of 'bodily injury', 'property damage', or "personal and advertising injury" and it will provide to the City all of the coverage that is typically provided under the standard Florida approved forms for commercial general liability coverage A and coverage B";

- (2) a policy provision or an endorsement with substantially similar provisions as follows:
"This policy shall not be cancelled (including cancellation for non-payment of premium), terminated or materially modified without first giving the City of South Miami ten (10) days advanced written notice of the intent to materially modify the policy or to cancel or terminate the policy for any reason. The notification shall be delivered to the City by certified mail, with proof of delivery to the City."

- E. If the FIRM is providing professional services, such as would be provided by an architect, engineer, attorney, or accountant, to name a few, then in such event and in addition to the above requirements, the FIRM shall also provide Professional Liability Insurance on a Florida approved form in the amount of \$1,000,000 with deductible per claim if any, not to exceed 5% of the limit of liability providing for all sums which the FIRM shall become legally obligated to pay as damages for claims arising out of the services or work performed by the FIRM its agents, representatives, Sub Contractors or assigns, or by any person employed or retained by him in connection with this Agreement. This insurance shall be maintained for four years after completion of the construction and acceptance of any Project covered by this Agreement. However, the FIRM may purchase Specific Project Professional Liability Insurance, in the amount and under the terms specified above, which is also acceptable. No insurance shall be issued by a surplus lines carrier unless authorized in writing by the city at the city's sole, absolute and unfettered discretion.

Indemnification Requirement

A. The Contractor accepts and voluntarily incurs all risks of any injuries, damages, or harm which might arise during the work or event that is occurring on the CITY's property due to the negligence or other fault of the Contractor or anyone acting through or on behalf of the Contractor.

B. The Contractor shall indemnify, defend, save and hold CITY, its officers, affiliates, employees, successors and assigns, harmless from any and all damages, claims, liability, losses, claims, demands, suits, fines, judgments or cost and expenses, including reasonable attorney's fees, paralegal fees and investigative costs incidental thereto and incurred prior to, during or following any litigation, mediation, arbitration and at all appellate levels, which may be suffered by, or accrued against, charged to or recoverable from the City of South Miami, its officers, affiliates, employees, successors and assigns, by reason of any causes of actions or claim of any kind or nature, including claims for injury to, or death of any person or persons and for the loss or damage to any property arising out of a negligent error, omission, misconduct, or any gross negligence, intentional act or harmful conduct of the Contractor, its contractor/subcontractor or any of their officers, directors, agents, representatives, employees, or assigns, or anyone acting through or on behalf of any of them, arising out of this Agreement, incident to it, or resulting from the performance or non-performance of the Contractor's obligations under this AGREEMENT.

C. The Contractor shall pay all claims, losses and expenses of any kind or nature whatsoever, in connection therewith, including the expense or loss of the CITY and/or its affected officers, affiliates, employees, successors and assigns, including their attorney's fees, in the defense of any action in law or equity brought against them and arising from the negligent error, omission, or act of the Contractor, its Sub-Contractor or any of their agents, representatives, employees, or assigns, and/or arising out of, or incident to, this Agreement, or incident to or resulting from the performance or non-performance of the Contractor's obligations under this AGREEMENT.

D. The Contractor agrees and recognizes that neither the CITY nor its officers, affiliates, employees, successors and assigns shall be held liable or responsible for any claims, including the costs and expenses of defending such claims which may result from or arise out of actions or omissions of the Contractor, its contractor/subcontractor or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of the them, and arising out of or concerning the work or event that is occurring on the CITY's property. In reviewing, approving or rejecting any submissions or acts of the Contractor, CITY in no way assumes or shares responsibility or liability for the acts or omissions of the Contractor, its contractor/subcontractor or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of them.

E. The Contractor has the duty to provide a defense with an attorney or law firm approved by the City of South Miami, which approval will not be unreasonably withheld.

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F. However, as to design professional contracts, and pursuant to Section 725.08 (1), Florida Statutes, none of the provisions set forth herein above that are in conflict with this subparagraph shall apply and this subparagraph shall set forth the sole responsibility of the design professional concerning indemnification. Thus, the design professional's obligations as to the City and its agencies, as well as to its officers and employees, is to indemnify and hold them harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

END OF SECTION

EXHIBIT #3

"Purchase and Installation of Fitness Center Equipment at the Gibson-Bethel Community Center"
RFP #PR2016-05

BID FORM

THIS PROPOSAL IS SUBMITTED TO:

Steven Alexander
City Manager
City of South Miami
6130 Sunset Drive
South Miami, FL 33143

1. If this Proposal is accepted, the undersigned Respondent agrees to enter into a Contract with the City of South Miami in the form included in this Solicitation Package and to perform and furnish all work as specified or indicated in this Solicitation, including as set forth in **Exhibit 1 (Scope of Services)** for the Proposed Price as set forth below, within the Contract Time and in accordance with the other terms and conditions of the Solicitation Package.
2. Respondent accepts all of the terms and conditions of the Solicitation and Instructions to Respondents, including without limitation those dealing with the disposition of Proposal/Bid Bond, if required. This Proposal will remain subject to acceptance for 180 calendar days after the day of the Proposal Opening. The Respondent, by signing and submitting this proposal, agrees to all of the terms and conditions of the form of contract that is a part of the Solicitation package with appropriate changes to conform to the information contained in this Bid Form. Respondent agrees to sign and submit the Bonds, if required by this Solicitation, required insurance documents, and other documents required by the Solicitation, including the Contract if not already submitted, within ten (10) calendar days after the date of the City's Notice of Award.
3. In submitting this Proposal, Respondent represents that:
 - a. Respondent has examined copies of all the Solicitation Documents and of the following Addenda, if any (receipt of all which is hereby acknowledged.)

Addendum No.

1 AND 2

Dated:

3/24/2016

- b. Respondent has familiarized himself with the nature and extent of the Contract Documents, the proposed work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
4. Respondent understands and agrees that the Contract Price is the amount that it needs to furnish and install all of the Work complete and in place. The Schedule of Values, if required, is provided for the purpose of Proposal Evaluation and when initiated by the CITY, it shall form the basis for calculating the pricing of change orders. The Contract Price shall not be adjusted in any way so as to result in a deviation from the Schedule of Values, except to the extent that the CITY changes the Scope of the Work after the Contract Date. As such, the Respondent shall furnish all labor, materials, equipment, tools, superintendence and services necessary to provide a complete, in place, Project for the Proposal Price. If this Solicitation requires the completion of a **"Respondents Cost and Technical Proposal," as may be set forth in Exhibit 4** to this Solicitation, such proposal must be attached to this Bid Form and will take the place of the Lump Sum Price, otherwise, the Contract Price for the completed work is as follows:

Refer to Exhibit 4, "Respondents Cost and Technical Proposal"

5. The ENTIRE WORK shall be completed, in full, within **60 working days** from the commencement date set forth in the NOTICE TO PROCEED. Failure to complete the entire work during the described time period shall result in the assessment of liquidated damages as may be set forth in the Contract.
6. Insert the following information for future communication with you concerning this Proposal:

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RESPONDENT: CENTURION PARTNERS HEALTH & FITNESS
 Address: 3610 QUANTUM BLVD BOYNTON BEACH, FL 33426
 Telephone: (561) 756-0077
 Facsimile: (561) 997-8788
 Contact Person MICHAEL SCICHLONE

7. The terms used in this Proposal which are defined in the Contract shall have the same meaning as is assigned to them in the Contract Documents, unless specifically defined in this Solicitation Package.
8. If a Respondents Cost & Technical Proposal, Exhibit 4, is required by the Solicitation, Respondent hereby certifies that all of the facts and responses to the questions posed in the Respondents Cost & Technical Proposal, if such an exhibit is made a part of the Solicitation, are true and correct and are hereby adopted as part of this Bid Form, and are made a part of this proposal, by reference.
9. By submitting this proposal, I, on behalf of the business that I represent, hereby agree to the terms of the form of contract contained in the Solicitation package and I agree to be bound by those terms, with any appropriate blank boxes, if any, checked and any blank lines filled in with the appropriate information contained in the Solicitation Documents and this Proposal, or such information that the City and I have agreed upon in the course of contract negotiations and which have been confirmed by the City in writing, including e-mail confirmation, if any. I hereby certify under penalty of perjury that I am the lawful representative of the business entity referenced in this Bid Form, that I have authority to bid for that entity and that all of the information and representations contained herein are true and correct to the best of my information and belief.

SUBMITTED
 THIS 29TH DAY OF MARCH 2016.

PROPOSAL SUBMITTED BY:
CENTURION PARTNERS HEALTH & FITNESS (561) 756-0077
 Company DBA: FitnessSmith Telephone Number
MICHAEL SCICHLONE (561) 997-8788
 Name of Person Authorized to Submit Proposal Fax Number
[Signature] SALES@FITNESSMITH.COM
 Signature Email Address
CEO
 Title

END OF SECTION

**EXHIBIT #5
CONTRACT**

"Purchase and Installation of Fitness Center Equipment at the Gibson-Bethel Community Center"

RFP #PR2016-05

THIS CONTRACT, entered into this _____ day of _____, 20____, by the CITY OF SOUTH MIAMI through its Manager, both of whom shall be hereinafter referred to as the "CITY" where applicable; located at 6130 Sunset Drive, South Miami, FL. , E-mail: salexander@southmiamifl.gov and Centurion Partners Health & Fitness with an office and principal place of business located at 3010 Quinlan Blvd, and E-mail address of sales@fitnessmith.com (hereinafter called the "CONTRACTOR") Boynton Beach, FL 33426

WITNESSETH:

WHEREAS, the CITY is in need of _____; and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide the required goods and/or services based on the CONTRACTOR's representations that it is qualified and capable of providing said goods and/or services in a professional and timely manner and in accordance with the CITY's goals and requirements; and

WHEREAS, the CONTRACTOR has agreed to provide the required goods and/or services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1) **Engagement of Contractor:** Based on the representations of the CONTRACTOR as set out in the following "checked" documents the CITY hereby retains the CONTRACTOR to provide the goods and/or services set forth in said proposal, quote or response to solicitation, whichever is applicable, as modified by the Contract Documents, or as is otherwise set forth in the Contract Documents defined below (all of which is hereinafter referred to as the Work").

(Check the box immediately preceding the document described below to indicate that such document is part of this contract)

- Contractor's response to the CITY's written solicitation; or
- Contractor's proposal or quote, or if none,
- As described in paragraph 2 below.

2) **Contract Documents:** The Contract Documents shall include this Contract and the following "checked documents", as well as any attachments or exhibits that are made a part of any of the "checked documents".

(Check the box immediately preceding the document described below to indicate that such document is part of this contract)

- General Conditions to Contract,
- Supplementary Conditions,
- "Other Documents" referring to in this contract and signed by the parties,
- Solicitation documents ("hereinafter referred to as "Bid Documents" including any request for bid, request for proposal or similar request)
- Scope of Services,

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- Contractor's response to the CITY's Bid Documents,
- Contractor's proposal or quote,
- CITY's Insurance & Indemnification Requirements,
- Bonding of Employees (the term "employee", as used in this contract, shall include volunteers) - \$1,000,000
- Payment Bond,
- Performance Bond,

This Contract and the General Conditions to Contract, Supplementary Conditions, the Solicitation, Scope of Services and "Other Documents", if any are "checked documents", shall take precedent over the response to the CITY's Bid Documents, the proposal or the quote, if any. The "checked documents" are attached hereto and made a part hereof by reference.

3) **Date of Commencement:** The CONTRACTOR shall commence the performance of the Work under this Contract on _____ or a date to be specified in a Notice to Proceed, or Purchase Order, (hereinafter referred to as the "Work Commencement Date"), and shall complete the performance hereunder within _____ days or the length of time set forth in the Contract Documents, whichever is the shorter period of time. Time is of the essence.

4) **Primary Contacts:** The Primary Contact Person in charge of administering this Contract on behalf of the CITY is the City Manager ("Manager"), assistant Manager, or the Manager's designee, who shall be designated in a writing signed by the Manager. The Primary Contact Person for the CONTRACTOR and his/her contact information is as follows: Name: Michael Schibone e-mail: Sales@rhussmith.com Fax: 561-917-8168 Street Address: 3610 Quantum Blvd. Bantam Beach, FL 32976

5) **Scope of Services:** The goods and/or services to be provided are as set forth in the "checked documents".

6) **Compensation:** The CONTRACTOR's compensation for the performance of this contract (hereinafter referred to as the Contract Price) shall be one of the following, as indicated by a checked box, \$ _____ or as set forth in CONTRACTOR's response to the CITY's written solicitation, if any, or, if none, then as set out in CONTRACTOR's proposal or quote, or the Scope of Services, whichever is applicable, and as modified by the Contract Documents.

7) **Hours of Work:** In the event that this contract requires the performance of services, it is presumed that the cost of performing the Work after regular working hours, and on Sunday and legal holidays is included in the Contract Price. However, nothing contained herein shall authorize work on days and during hours that are otherwise prohibited by ordinance unless specifically authorized or instructed in writing by the City Manager, the Manager's assistant or designee.

8) **Time Provisions:** The term of this Contract shall commence on the Work Commencement Date and shall continue for _____ until it expires on _____

_____ or unless earlier terminated according to the Contract Documents. Notwithstanding the foregoing, this Contract may be extended by an additional _____ period if the extension is in writing and signed by the City Manager. An extension of the term of this Contract is at the CITY's sole and absolute discretion.

9) **Termination:** This contract may be terminated without cause by the CITY with 30 days of advanced written notice. This provision supersedes and takes precedence over any contrary provisions for termination contained in the Contract Documents.

10) **Applicable Law and Venue:** Florida law shall apply to the interpretation and enforcement of this Contract. Venue for all proceedings shall be in Miami-Dade County, Florida.

11) **Duties and Responsibilities:** The Contractor shall comply with all applicable laws, ordinances, codes, rules, regulations, and health and safety standards of any governmental body having jurisdiction over any matter related to this Agreement or the goods and/or Services to be performed hereunder, and shall commit no trespass on any private property in performing any of the work embraced by this Agreement. Each and every provision and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though such provisions and clauses were included herein.

12) **Change Orders:** No additional Work or extras shall be done unless the same is duly authorized in writing and in advance of the work by appropriate action by the City Manager and in accordance with the Contract Documents.

13) **Licenses and Certifications:** Contractor shall secure all necessary business and professional licenses at its sole expense prior to executing the Agreement or commencing the Work.

14) **Insurance, Indemnification & Bonding:** CONTRACTOR shall comply with the insurance, indemnification and bonding requirements set forth in the Contract Documents.

15) **Liquidated Damages:** In the event that the CONTRACTOR shall fail to complete the Work within the time limit set forth in the Contract Documents, or the extended time limit agreed upon, in accordance with the procedure as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of \$_____ dollars per day until the Work is completed.

16) **Jury Trial Waiver:** The parties waive their right to jury trial.

17) **Entire Agreement, Modification, and Non-waiver:** The Contract Documents constitute the entire agreement of the parties and supersedes any prior agreements, written or oral. The Contract Documents may not be modified or amended except in writing, signed by both parties hereto. The Contract Documents, in general, and this paragraph, in particular, shall not be modified or amended by any acts or omissions of the parties. No failure to exercise and

no delay in exercising any right, power or privilege shall operate as a waiver. No waiver of the Contract Documents, in whole or part, including the provisions of this paragraph, may be implied by any act or omission.

18) Public Records: CONTRACTOR and all of its subcontractors are required to comply with the public records law (s.119.0701) while providing goods and/or Services on behalf of the CITY and the CONTRACTOR, under such conditions, shall incorporate this paragraph in all of its subcontracts for this Project.

19) Background Screening. All personnel and volunteers that will provide any service with vulnerable persons, as defined in Section 435.02, Fla. Stat., involving the City or its Agency in such related activity or who may have access to secure or sensitive areas of the City, must be in compliance with Level II Background Screening and fingerprinting requirements as per, Florida Statute Ch. 435 prior to the scheduled start of any employee or volunteer. CONTRACTOR shall prevent any and all of its personnel, including volunteers, from engaging in any such related activities without having passed a background screening to the satisfaction of the City. A violation of this requirement shall constitute a substantial breach of the agreement.

20) Drug Free Workplace. The CONTRACTOR shall comply with the Drug Free Workplace policy set forth in the City of South Miami's Personnel Manual which is made a part of this Contract by reference.

21) Transfer and Assignment. None of the work or services under this contract shall be subcontracted or assigned without prior written consent from the SMCRA which may be denied without cause.

22) Notices. All notices given or required under this contract shall be deemed sufficient if sent by a method that provides written evidence of delivery, including e-mail and facsimile transmission and delivered to the CONTRACTOR or his designated contact person. Return of mail, sent to the address contained herein for the parties or their contact persons, as not deliverable or for failure to claim the mail shall be deemed received on the date that the mail is returned to sender.

IN WITNESS WHEREOF, the parties, have executed this Contract, on or before the date first above written, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

Witnessed:

By: _____

[Individual or entity's name]

By: _____

[name of signatory]

ATTESTED:

CITY OF SOUTH MIAMI

By: _____
Maria Menendez
City Clerk

By: _____
Steven Alexander
City Manager

Read and Approved as to Form, Language,
Legality and Execution Thereof:

By: _____
City Attorney

END OF SECTION

**EXHIBIT #6
EVALUATION CRITERIA**

**“Purchase and Installation of Fitness Center Equipment at the Gibson-Bethel Community Center”
RFP #PR2016-05**

Scoring and Ranking

Phase I - Competitive Selection-Ranking: maximum 100 points. The evaluation factors used for determining qualifications for ranking include:

1. Brand, Durability and Warranty of Proposed Equipment;
Maximum 30 Points
2. Value Added Proposals;
Maximum 30 Points
3. Price Proposal and Trade-in Allowance to the City;
Maximum 25 Points
4. References and Previous Work/Installations of Similar Equipment;
Maximum 15 Points

Phase II – Competitive Negotiations.

Following ranking of the most qualified firms, the City may negotiate a contract with the most qualified firm for the applicable services as indicated in the “Scope of Services” included with this RFP. If negotiation with highest ranked firm fails, the City shall move to the next highest ranked firm.

NOTIFICATION

In the event the City elects to hold Oral Interviews, interviews will be held **TBD**. The firm selected will be notified by **Email**. The City appreciates all responses and will notify all respondents of their status in our selection process.

The City reserves the right to reject any and all Proposals.

END OF SECTION

EXHIBIT #7

**"Purchase and Installation of Fitness Center Equipment at the Gibson-Bethel Community
RFP #PR2016-05**

City of South Miami Bid Protest Procedures

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (FORMAL PROCEDURE)

The following procedures shall be used for resolution of protested solicitations and awards. The word "bid", as well as all of its derivations, shall mean a response to a solicitation, including requests for proposals, requests for a letter of interest and requests for qualifications.

(a) Notice of Intent to Protest. Any actual or prospective bidder who perceives itself to be aggrieved in connection with any formal solicitation or who intends to contest or object to any bid specifications or any bid solicitation shall file a written notice of intent to file a protest with the City Clerk's office within three calendar days prior to the date set for opening of bids. A notice of intent to file a protest is considered filed when received by the City Clerk's office by e-mail or, if hand delivered, when stamped with the City Clerk's receipt stamp containing the date and time of receipt of a notice of intent to file a protest. Any actual responsive and responsible bidder who perceives itself to be aggrieved in connection with the recommended award of a contract and who wishes to protest the award, shall file a written notice of intent to file a protest with the City Clerk's office within three calendar days after the City Commission meeting at which the recommendation is considered for action. A notice of intent to file a protest is considered filed when received by the City Clerk's office by e-mail or, if hand delivered, when stamped with the City Clerk's receipt stamp containing the date and time of receipt.

(b) Protest of solicitation. A protest of the solicitation or award must be in writing ("Protest Letter") and submitted to the City Clerk's office within five calendar days after the date of the filing of the notice of intent to file a protest. The Protest Letter is considered filed when the Protest Letter and the required filing fee of \$1,000 are both timely received by the City Clerk's office. In order for the Protest Letter and filing fee to be considered timely delivered by hand delivery, the date stamp of the Clerk's office must appear on the original Protest Letter and/or a copy of the Protest Letter and the date stamp must also appear on a copy of the check issued for the payment of the filing fee, or, if payment is made in cash, a receipt must be issued by the Clerk's office reflecting the date of receipt of the payment. While the Clerk may accept the Protest Letter by email, the Protest Letter shall not be considered to be timely received until and unless the required filing fee of \$1,000 is received by the City Clerk's office and, if payment is in cash, a receipt is issued with the date of the receipt of payment, or if payment is by check, a copy of the check is stamped by the Clerk with the date stamp of the Clerk's office showing the date of receipt. The Protest Letter shall state with particularity the specific facts and law upon which the protest is based, it shall describe and attach all pertinent documents and evidence relevant and material to the protest and it shall be accompanied by any required filing. The basis for review of the protest shall be the documents and other evidence described in and attached to the Protest Letter and no facts, grounds, documentation, or other evidence not specifically described in and attached to the Protest Letter at the time of its filing shall be permitted or considered in support of the protest.

(c) Computation of time. No time will be added to the above time limits for service by mail. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday in which event the period shall run until the next day which is not a Saturday, Sunday, or legal holiday.

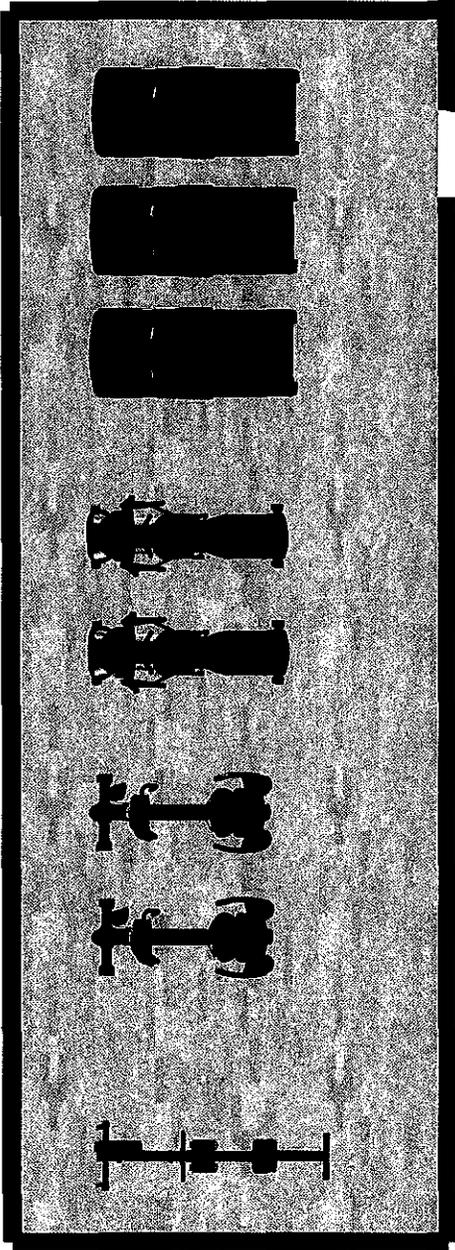
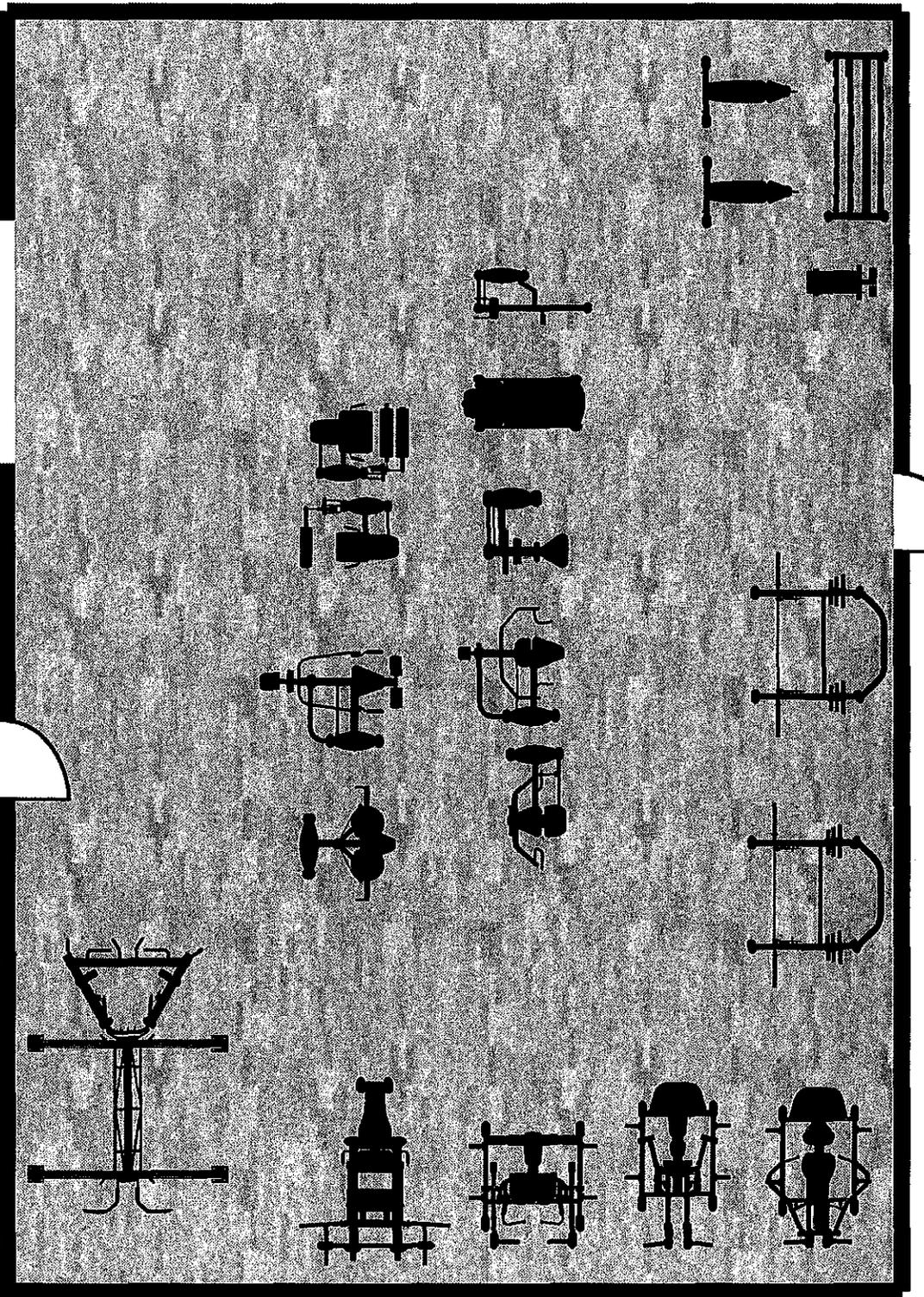
(d) Challenges. The written protest may not challenge the relative weight of the evaluation criteria or any formula used for assigning points in making an award determination, nor shall it challenge the City's determination of what is in the City's best interest which is one of the criteria for selecting a bidder whose offer may not be the lowest bid price.

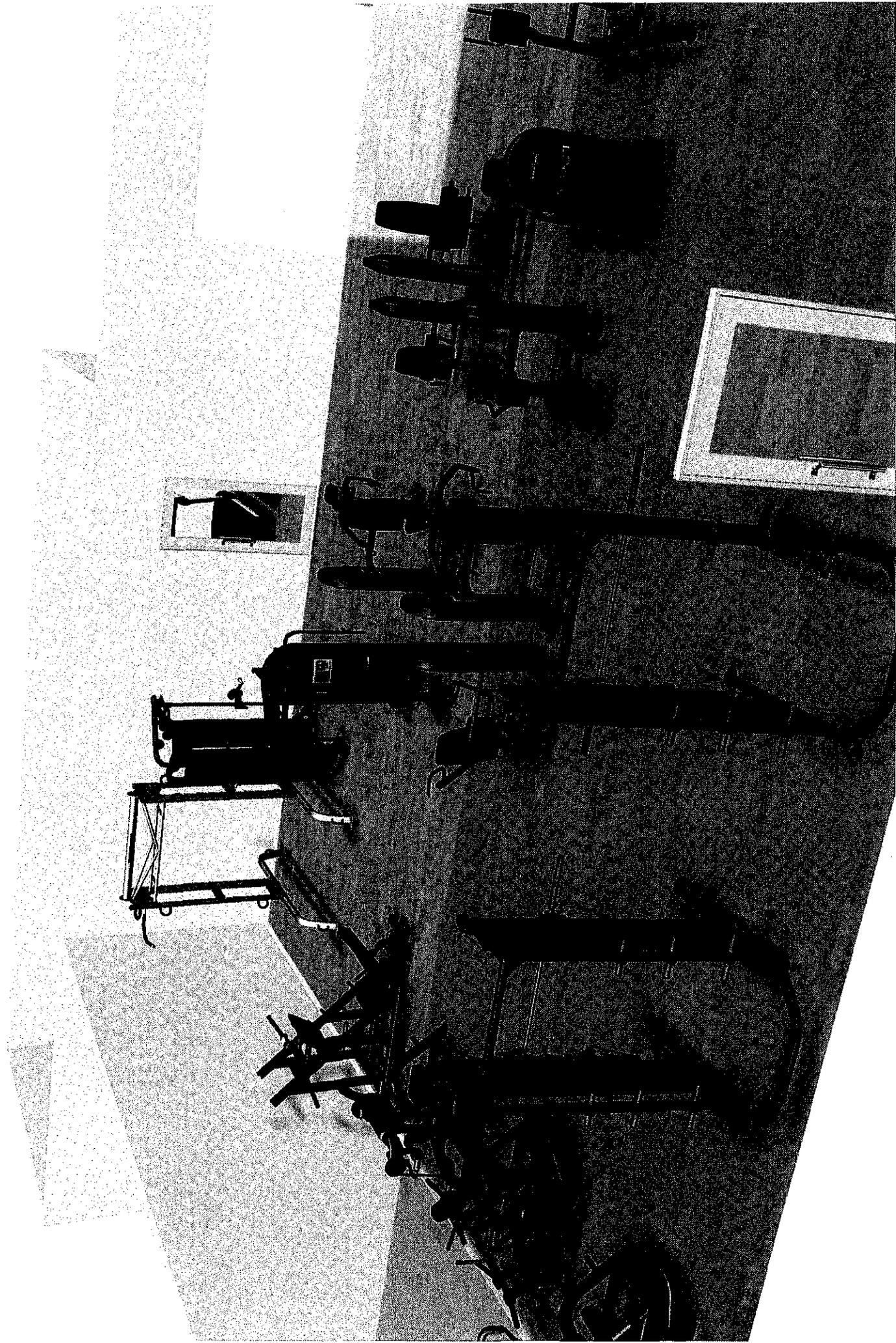
Thomas F. Pepe
12/10/2015

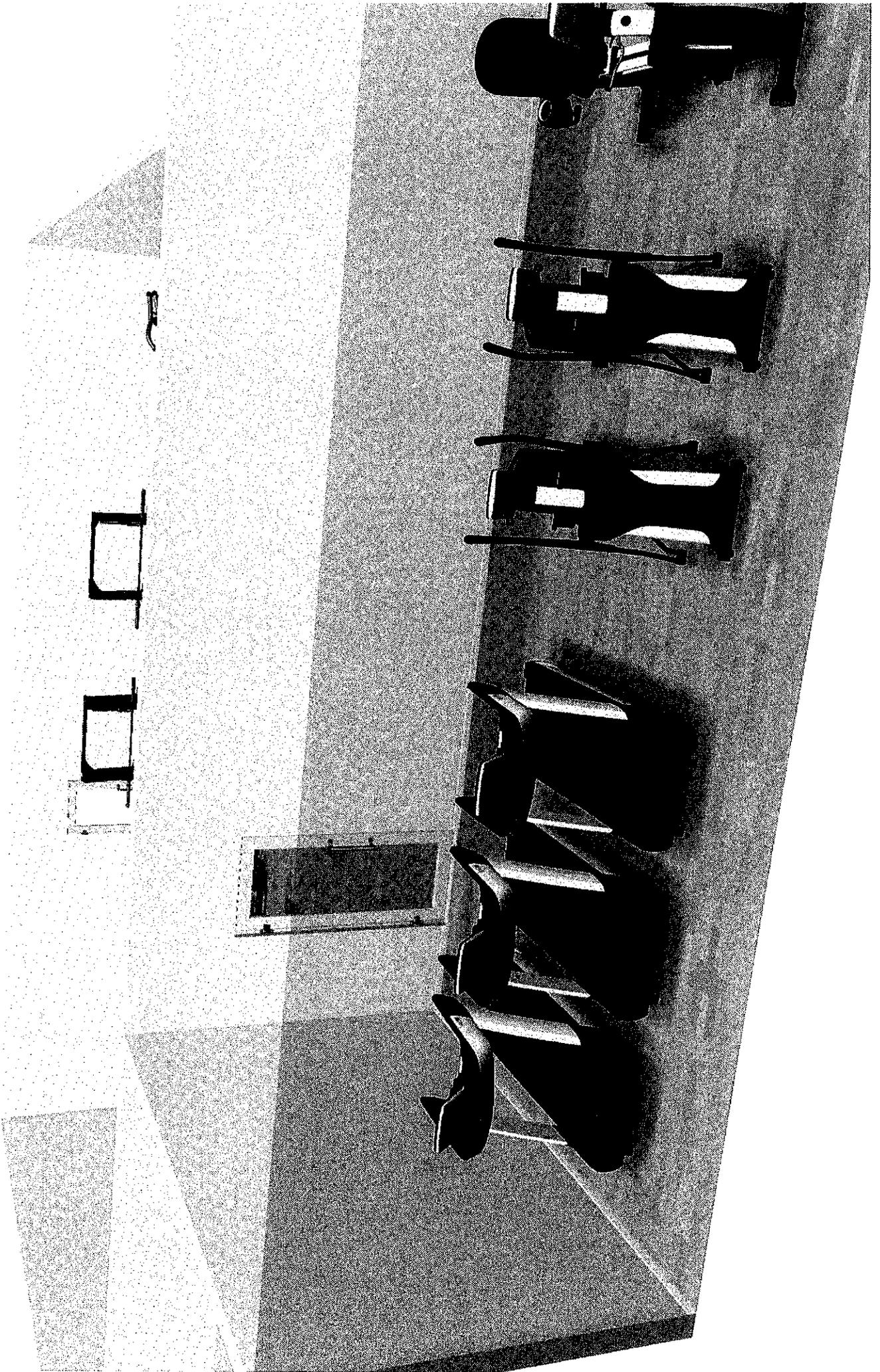
(e) Authority to resolve protests. The Purchasing Manager, after consultation with the City Attorney, shall issue a written recommendation within ten calendar days after receipt of a valid Protest Letter. Said recommendation shall be sent to the City Manager with a copy sent to the protesting party. The City Manager may then, submit a recommendation to the City Commission for approval or disapproval of the protest, resolve the protest without submission to the City Commission, or reject all proposals.

(f) Stay of procurement during protests. Upon receipt of a timely, proper and valid Protest Letter filed pursuant to the requirements of this section, the City shall not proceed further with the solicitation or with the award or execution of the contract until the protest is resolved by the City Manager or the City Commission as provided in subsection (e) above, unless the City Manager makes a written determination that the solicitation process or the contract award must be continued without delay in order to avoid potential harm to the health, safety, or welfare of the public or to protect substantial interests of the City or to prevent youth athletic teams from effectively missing a playing season.

END OF DOCUMENT







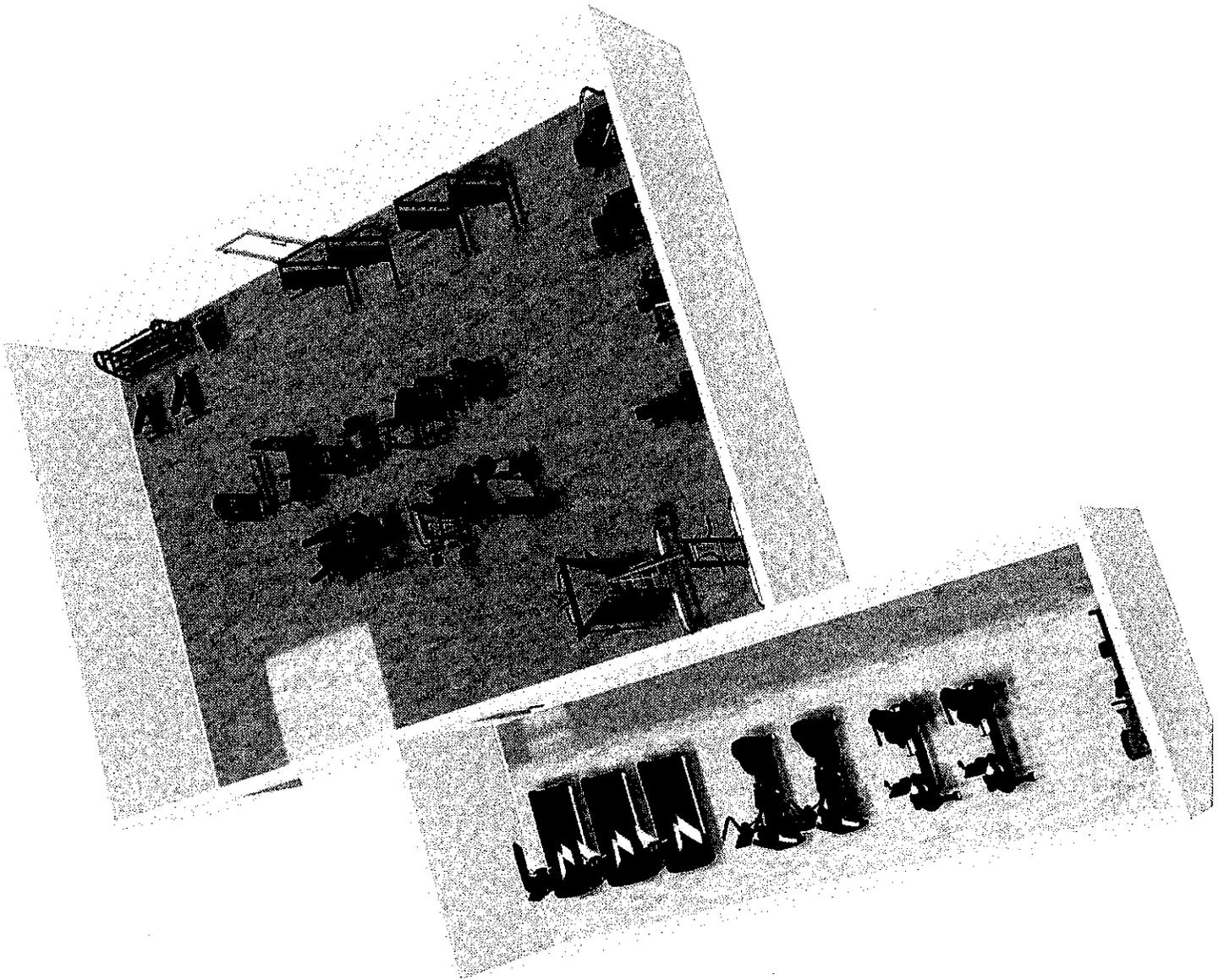


EXHIBIT #4

"Purchase and Installation of Fitness Center Equipment at the Gibson-Bethel Community Center"
RFP #PR2016-05

RESPONDENTS COST & TECHNICAL PROPOSAL

Note: Indicate if the Respondents proposal is **NOT** supplying the City's Preferred Brand/Description, refer to *Exhibit 1, "Scope of Services" Table A and Table B*, by checking **HERE:** **NO**

If **NO** is selected, Respondents must provide the brand name, manufacturer and description in the table below; or on a separate sheet attached to *Exhibit #4*.

Table A: Cardio Equipment:

Qty.	Equipment	Description or Equivalent Brand/Mfg.
3	Treadmill	
2	Elliptical	
2	Bike	
1	Rower	
2	32" LED TV	(wall mounted)

Table B: Strength Equipment:

Qty.	Equipment	Description or Equivalent Brand/Mfg.
1	2 Cable Station/Chin Up Bar/Step Up Platform	
1	Adjustable Abdominal Bench	
1	Strength Adjustable Bench	
1	Chest Press	
1	Shoulder Press	
1	Seated Row	
1	Leg Extension	
1	Leg Curl	
1	Butterfly	
1	Triceps	
1	Lat Pulldown	
1	Hip Abductor	
1	Glute	
1	Lateral Incline Press	
1	Lateral Rowing	
1	Leg Press	
1	Biceps Curl	
2	Smith Machine w/adjustable bench	
1	Dumbbell Rack	
5	Medicine Balls w/ rack	
3	Mats	
1	32" LED TV	

Thomas F. Pepe
12/10/2015

2	Resistance Tubes	
2	Double Cord Resistance Tubes	

LUMP SUM PROPOSAL:

LUMP SUM PROPOSAL, IN ACCORDANCE WITH EXHIBIT I, "SCOPE OF SERVICES," ATTACHEMENT A & B:	
\$ <u>99,577.77</u>	LESS TRADE IN ALLOWANCE (\$ <u>4,050.00</u>)
= NET LUMP SUM PROPOSAL: \$ <u>95,527.77</u>	

NOTE: Respondent shall include, as a part of their proposal, descriptive and detail equipment literature with their submittal, warranty information, and 3-dimensional drawings/facility designs of all proposed equipment for the cardio and strength rooms.

SUBMITTED THIS 29 DAY OF March 2016.

PROPOSAL SUBMITTED BY:

<u>Centurion Partners Health & Fitness</u> Company	<u>561-529-5590</u> Telephone Number
<u>Michael Scichilone</u> Name of Person Authorized to Submit Proposal	<u>561-997-8188</u> Fax Number
<u>[Signature]</u> Signature	<u>Sales@fitnessmith.com</u> Email Address
<u>CEO</u> Title	

END OF SECTION

Prepared for:

GIBSON-BETHEL COMMUNITY CENTER

FITNESSMITH



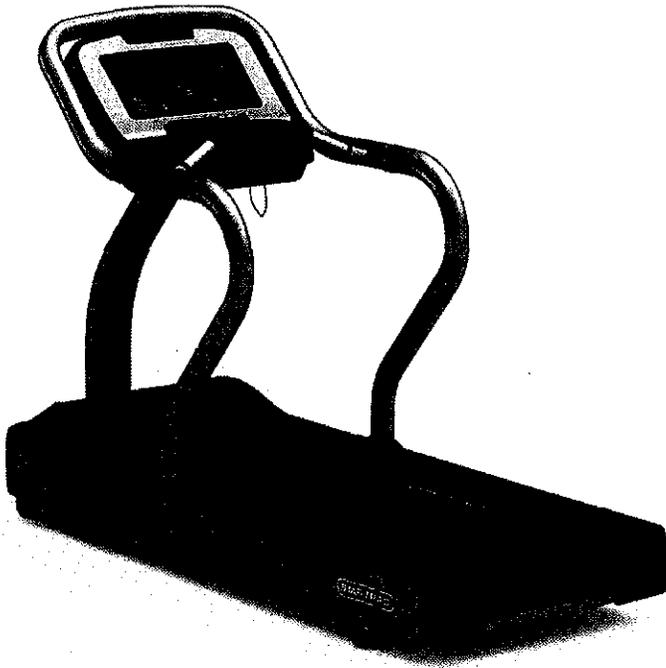
[P R O P O S A L]

RFP #PR2106-05

Proposal # 000723 | Version 1

E-TR TREADMILL

Model E-TR



- Pre-wired for E Series PVS entertainment system
- User-friendly console and keypad feature a large service scrolling message window, user-specific workout programs, a dedicated heart rate display, Polar® telemetry and multiple cup and accessory holder
- Soft Trac® triple cell cushioning system provides maximum shock absorption
- 5 HP AC Motor
- Centered dual-adjustable personal fans create a more rewarding workout
- 21.5" (54.6 cm) belt
- 9" (22.86 cm) step-up height
- User weight capacity 500 lbs (227 kg)

OVERALL WEIGHT	RUNNING SURFACE	WIDTH	LENGTH	HEIGHT
575.5 lbs (261.04 kg)	60" x 21.5" (152 x 54.6 cm)	32" (81.3 cm)	81" (206 cm)	59.77" (151.81 cm)
FEATURES AND SPECIFICATIONS				
<p>STEP-UP HEIGHT: 9" (22.86 cm)</p> <p>FRAME: Custom powder-coated steel uniframe</p> <p>MOTOR DRIVE: 5 HP AC</p> <p>ELECTRICAL: 110 volt, dedicated NEMA 5-20 cord; 220 volt, dedicated NEMA 6-15 cord (optional)</p> <p>CERTIFICATION: UL/CSA, CE, FCC, or CISPR</p> <p>SUSPENSION: Soft Trac® triple cell neoprene rubber, Deck System: Reversible 1" (2.5 cm) composite fiberboard, waxing not required</p> <p>ROLLERS: 3" (7.6 cm) sealed bearings</p> <p>COLORS: Frame: Star Trac Silver, Shrouds: Slate Gray, Accents: Black</p> <p>INCLINE RANGE: 0 to 15% in 0.5% increments</p> <p>SPEED RANGE: 0.5 to 12.5mph (0.8 to 20 km/h) in 0.1 mph (0.1 km/h) increments</p> <p>HR MONITORING: Polar® Telemetry and Contact Heart Rate System</p>		<p>DISPLAY: Intuitive, tactile response keypad with LED technology</p> <p>READOUTS: Large 8-character message window; Dedicated: Time, distance, incline, speed, heart rate, 1/4-mile motivational track, profile; Scrolling: calories, METs, course profile</p> <p>PROGRAMS: 12 programs including Dynamic Heart Rate Control®, Constant Heart Rate Control, Quick Start, Burn Calories, Manual, Increase Endurance, Fitness Test (Modified Balke Ware), Firefighter Test (Modified Gerkin Protocol)</p> <p>STANDARD FEATURES: Personal cooling fans, wraparound Aero Bar, dedicated heart rate display, Entertainment Solutions Ready, Safety Lanyard</p> <p>ENTERTAINMENT: Pre-wired for E Series PVS entertainment system</p> <p>WARRANTY: Structural frame welds 10 years, motor and MCB 5 years parts and labor, all other components warranted for 2 years parts and 1 year labor, wear items 1 year parts and labor</p> <p>*Warranties are subject to change and may vary internationally</p> <p>*Contact your Star Trac Sales Representative for full commercial, light commercial and consumer warranty detail</p>		

S-CTx CROSS TRAINER

Model S-CTx

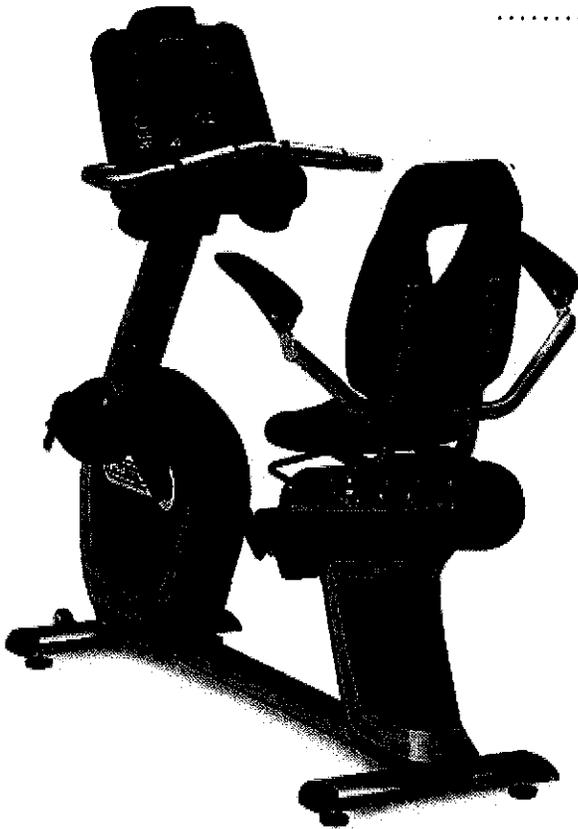


- Pre-wired for S Series PVS entertainment system
- User-friendly console and keypad feature a large service scrolling message window, user-specific work out programs, a dedicated heart rate display, Polar® telemetry, and multiple cup and accessory holders
- Efficient footprint and approachable, stable platform with minimal step-up height for easy access from all angles
- Star Trac's popular adjustable personal fans create a more rewarding workout
- Soft Trac® pedals provide ultimate shock-absorbing comfort throughout the entire workout
- User weight capacity 350 lbs (159 kg)

STEP-UP HEIGHT	OVERALL WEIGHT	WIDTH	LENGTH	HEIGHT
7" (17.8 cm)	483 lbs (219 kg)	30" (76.2 cm)	76" (193 cm)	71.5" (181.6 cm)
FEATURES AND SPECIFICATIONS				
<p>PEDAL SIZE: 17.5" l x 8" w (45 x 20 cm), open ended</p> <p>DISTANCE BETWEEN PEDALS (Q-FACTOR): 2" (5.08 cm)</p> <p>ELECTRICAL: Self-contained power supply, no external power needed. AC adapter is available for an upgrade</p> <p>CERTIFICATION: UL/CSA or CE</p> <p>COLORS FRAME: Star Trac Silver, Shrouds: Slate Gray, Accents: Black</p> <p>RESISTANCE: 20 levels of intensity</p> <p>HR MONITORING: Polar® Telemetry and Contact Heart Rate System</p> <p>READOUTS: 4-character message window; Dedicated: Time, heart rate, motivational track, profile scrolling: Calories, calories, watts, distance, speed, METs</p>		<p>PROGRAMS: 10 programs including Quick Start, Dynamic Heart Rate Control®, and Constant Heart Rate Control</p> <p>STANDARD FEATURES: Personal cooling fans, dedicated heart rate display, pre-wired for Star Trac entertainment solution, S-Series PVS entertainment system, Soft Trac® pedals.</p> <p>WARRANTY: Light commercial setting: Lifetime warranty on frame, 3-year warranty on parts and labor (USA and Canada only)* (Light Commercial warranty for all non dues paying facilities 3 years parts/labor)</p>		

S-RBx RECUMBENT BIKE

Model S-RBx



- Pre-wired for S Series PVS entertainment system
- Walk-through design and intuitive wrap-around seat adjust allow users to access and change seat position with ease
- Dual-platform pedals with inline skate-style straps provide user with option for secure hold or strap-free platform workout
- Armrests alleviate tension in the shoulders and allow for a more relaxed posture
- Improved shroud design for ease of service access
- Wrap-around seat adjust provides an intuitive handle for simple seat position changes
- Star Trac's popular adjustable personal fans create a more rewarding workout
- Contoured backrest for increased airflow and comfort
- 3 piece patent pending bottom bracket and pedal system
- User weight capacity 350 lbs (159 kg)

OVERALL WEIGHT	WIDTH	LENGTH	HEIGHT
212 lbs (96.2 kg)	28" (71.12 cm)	66" (167 cm)	53" (134.6 cm)

FEATURES AND SPECIFICATIONS

FRAME: Custom steel frame

PEDALS/CRANK: One-piece crank with sealed bearings, dual-sided pedal, extra long 14" pedal straps with inline skate-style clip

ELECTRICAL: Self-contained power supply, no external power needed. AC adapter is available for an upgrade

CERTIFICATION: UL/CSA, CE

COLORS: Frame: Star Trac Silver, Shrouds: Slate Gray, Accents: Black

RESISTANCE: 20 levels of intensity

HR MONITORING: Polar® Telemetry and Contact Heart Rate System

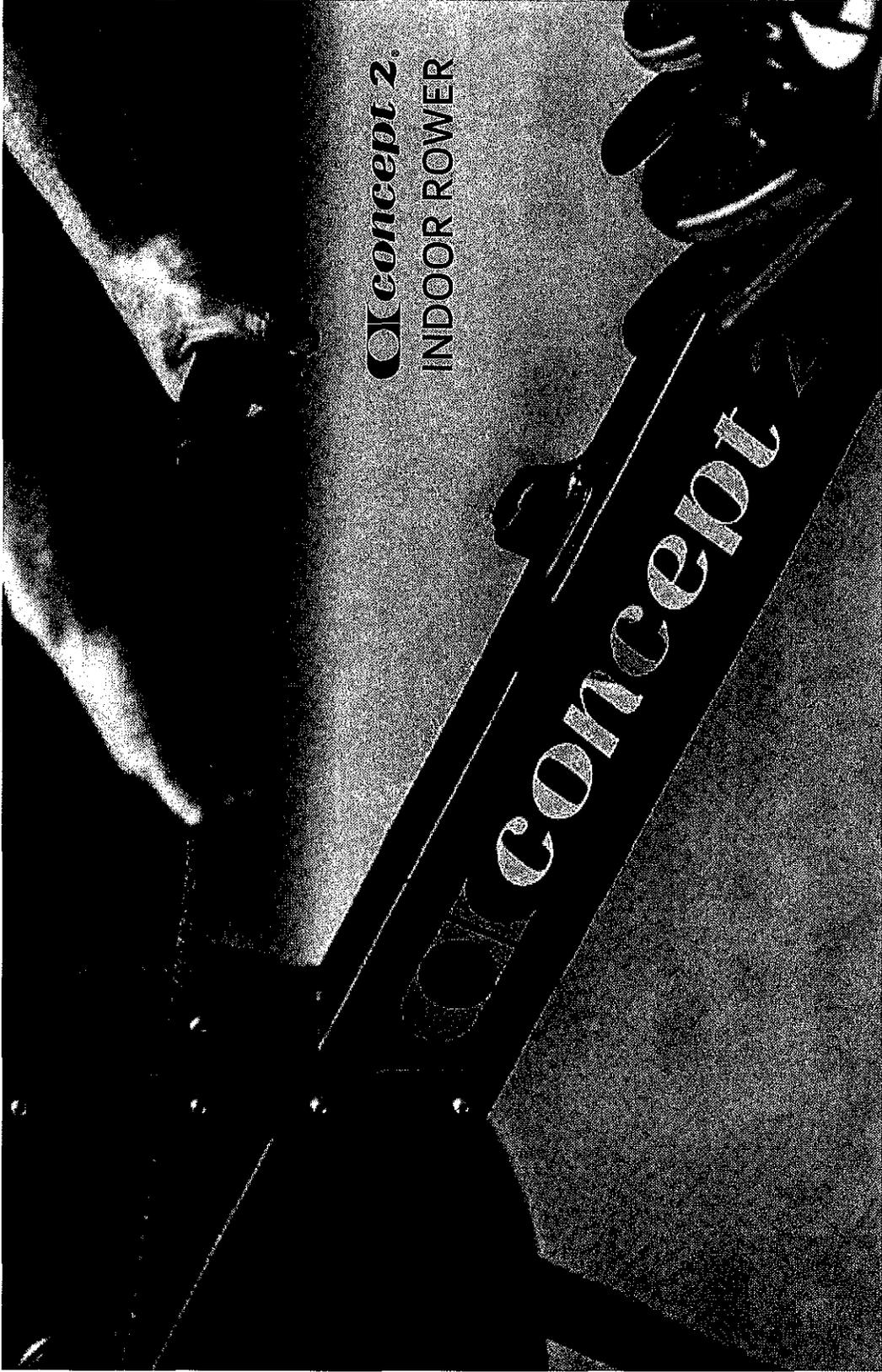
READOUTS: 4-character message window, Dedicated: Time, RPM, distance, heart rate, motivational track, course profile, resistance level, Scrolling: Calories/METs (automatic toggle)

PROGRAMS: 10 programs including Dynamic Heart Rate Control®, Constant Heart Rate Control, Quick Start, Manual, Burn Calories, Increase Endurance, Burn Fat, Calorie Goal, Distance Goal, Fitness Test

STANDARD FEATURES: Personal cooling fan, dedicated heart rate display, walkthrough design, armrests, wrap-around seat adjust, age-friendly, oversize font on display

ENTERTAINMENT: Pre-wired for S Series entertainment system which includes 15" LCD screen, NTSC/ATSC digital tuner or PAL/SECAM tuner, coaxial cable connector at base, integrated control keypad, and headphone jack

WARRANTY: Light Commercial warranty for all non dues paying facilities 3 years parts/labor



concept 2.
INDOOR ROWER

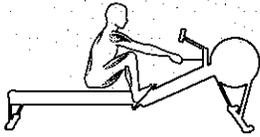
concept 2



**THIS IS
YOUR
SPORT.**

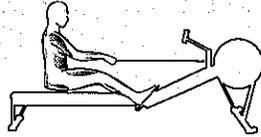
Whether your goal is general fitness or competing in the Olympics, rowing offers an efficient exercise that works all your major muscle groups as it improves your cardiovascular fitness. Indoor rowing is a full-body, low-impact workout suitable for all ages and abilities. We hope you'll join us.

The Ultimate Workout



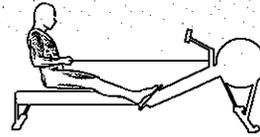
LEGS

Each rowing stroke involves full compression and extension of the legs, working the calves, thighs, hamstrings, buttocks and hips.



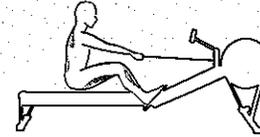
CORE

Rowing is a great way to work your abdominal and back muscles. A strong core supports a stronger back and better posture.



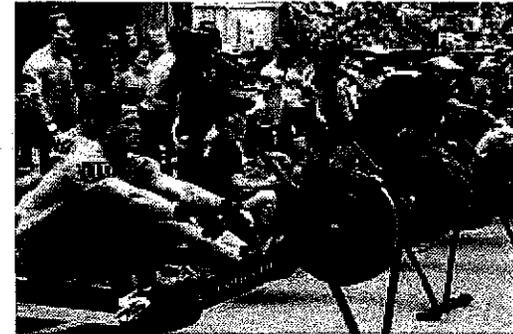
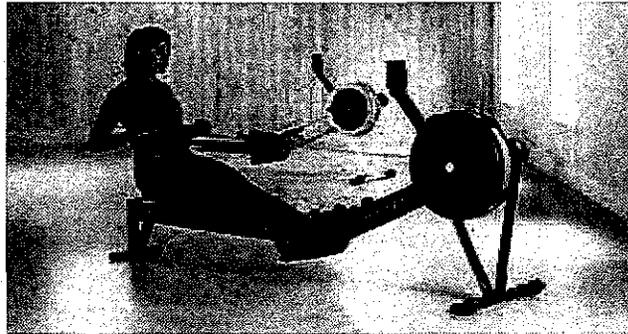
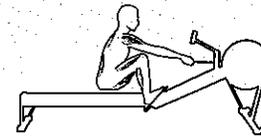
UPPER BODY

Rowing will strengthen and tone your upper body. Shoulders, back and arms are all involved in the rowing stroke.



HEART AND LUNGS

Because it engages so many muscle groups simultaneously, rowing puts a healthy demand on the cardiovascular system, resulting in improved fitness.



Join the Rowing Community

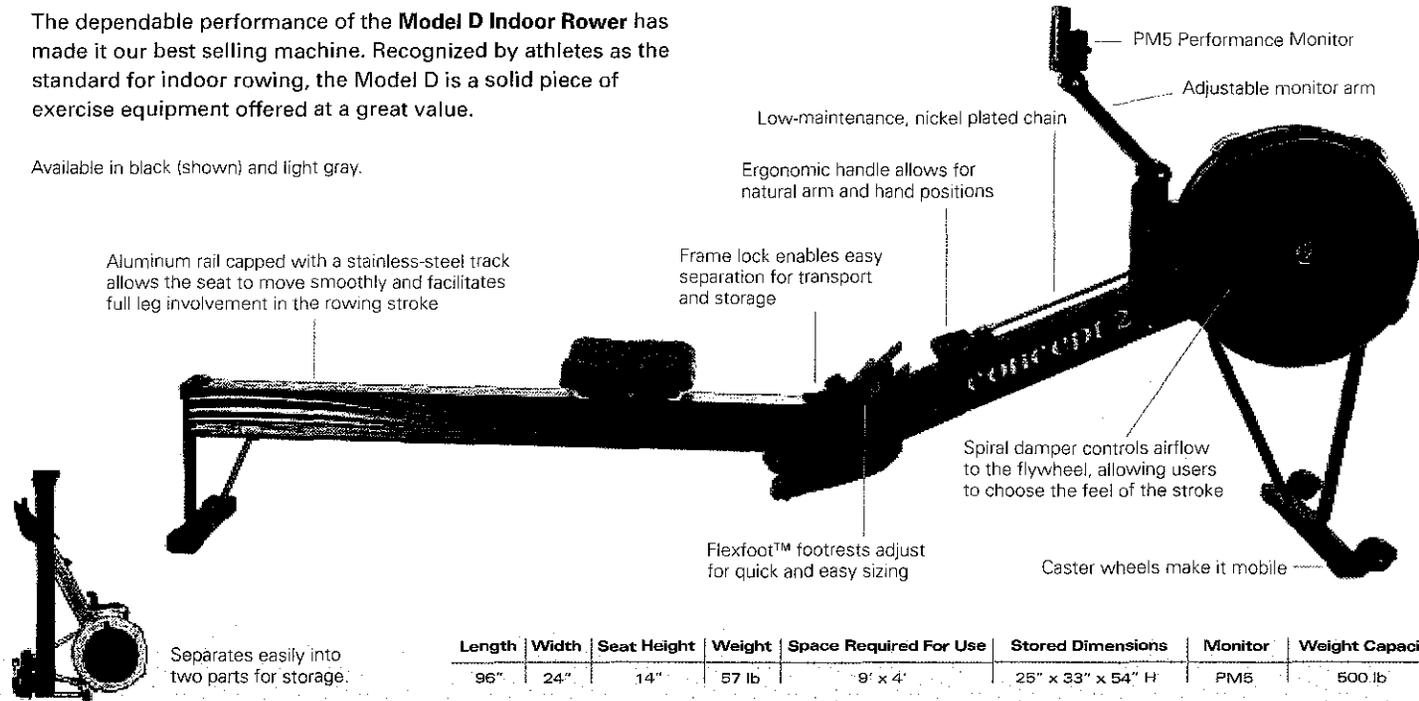
The fitness benefits attract people to rowing; the camaraderie and sense of community keep them rowing. Visit concept2.com to join the online rowing community:

- Track your training in the Online Logbook.
- Rank your best workouts against others.
- Participate in an online challenge as an individual or as part of a team.
- Sign up for our Workout of The Day (WOD) emails.

Concept2 Indoor Rowers combine the feel of rowing on water with the convenience of training indoors. Regardless of which model you choose, you will get the same great workout.

The dependable performance of the **Model D Indoor Rower** has made it our best selling machine. Recognized by athletes as the standard for indoor rowing, the Model D is a solid piece of exercise equipment offered at a great value.

Available in black (shown) and light gray.



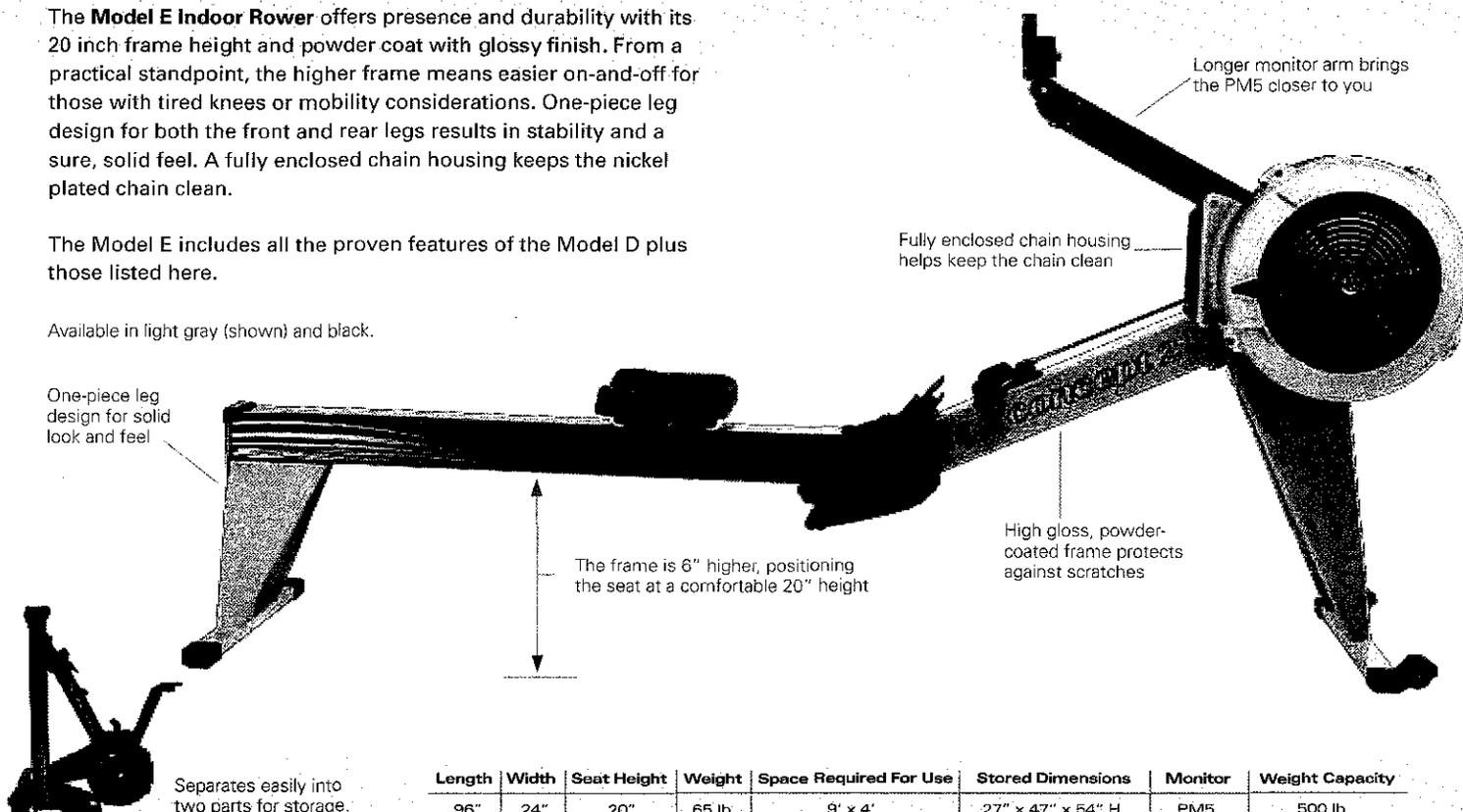
Separates easily into two parts for storage.

Length	Width	Seat Height	Weight	Space Required For Use	Stored Dimensions	Monitor	Weight Capacity
96"	24"	14"	57 lb	9' x 4'	25" x 33" x 54" H	PM5	500 lb

The **Model E Indoor Rower** offers presence and durability with its 20 inch frame height and powder coat with glossy finish. From a practical standpoint, the higher frame means easier on-and-off for those with tired knees or mobility considerations. One-piece leg design for both the front and rear legs results in stability and a sure, solid feel. A fully enclosed chain housing keeps the nickel plated chain clean.

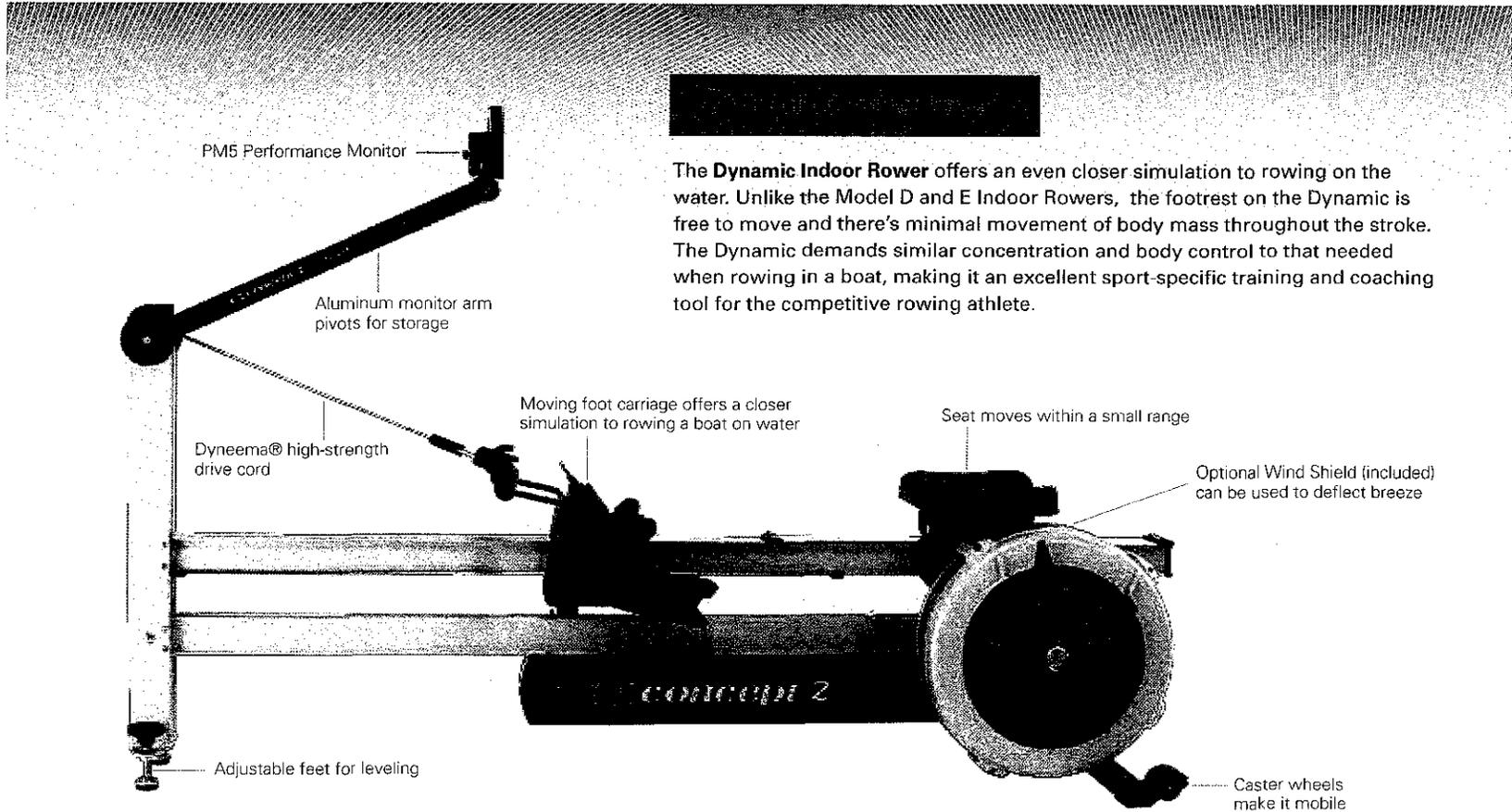
The Model E includes all the proven features of the Model D plus those listed here.

Available in light gray (shown) and black.



Separates easily into two parts for storage.

Length	Width	Seat Height	Weight	Space Required For Use	Stored Dimensions	Monitor	Weight Capacity
96"	24"	20"	65 lb	9' x 4'	27" x 47" x 54" H	PM5	500 lb



Dynamic Indoor Rower

The **Dynamic Indoor Rower** offers an even closer simulation to rowing on the water. Unlike the Model D and E Indoor Rowers, the footrest on the Dynamic is free to move and there's minimal movement of body mass throughout the stroke. The Dynamic demands similar concentration and body control to that needed when rowing in a boat, making it an excellent sport-specific training and coaching tool for the competitive rowing athlete.

Length	Width	Seat Height	Weight	Space Required For Use	Stored Dimensions	Monitor	Weight Capacity
76"	24.25"	21.5"	92 lb	7.5' x 4'	76" x 24.25" x 21.5" H	PM5	500 lb

PM5 (standard on all models)

Features:

Automatic Operation Monitor turns on when you start your workout.

Performance Data Track distance, speed, pace, calories burned, and watts.

User-Friendly Menu Manage a wide range of features such as preset workouts, games, and multiple languages.

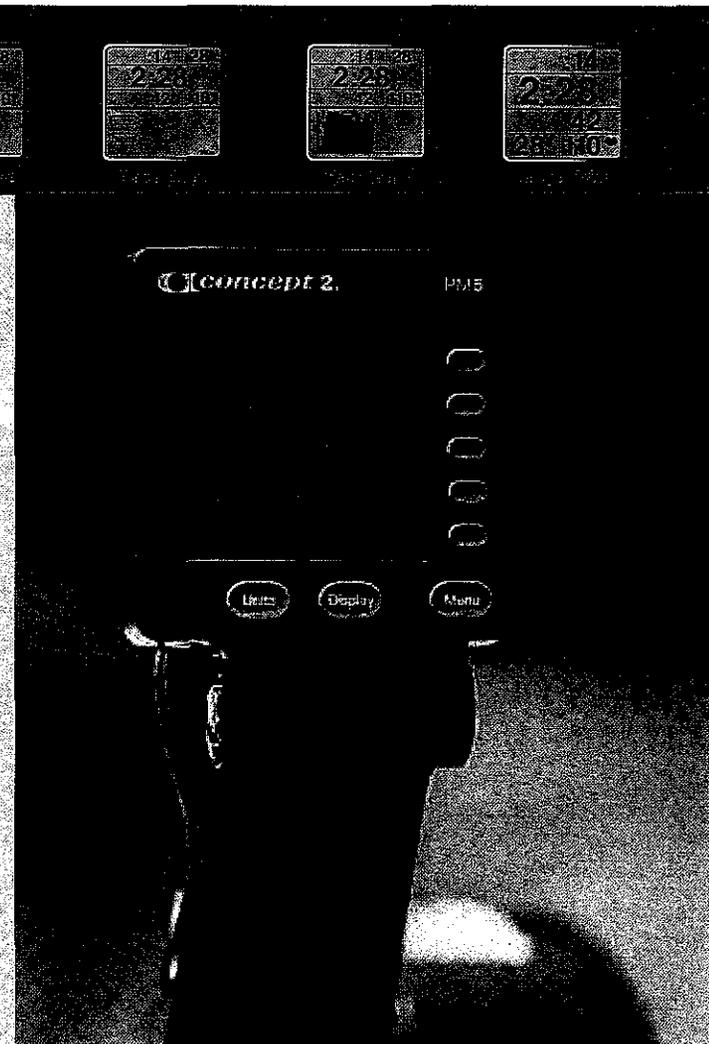
Display Options View all data, force curve, pace boat, bar chart, or large print.

Backlit Display Screen illuminates automatically when you start your workout.

USB Flash Drive Store performance data and/or transfer data to your Mac or PC.

Wireless Heart Rate Monitoring using ANT+ and Bluetooth Smart with compatible devices.

Connectivity Supports machine-to-machine racing, plus connectivity to computers and smartphones.



Concept2 was founded in 1976 by brothers Dick and Peter Dreissgacker—two engineers with a passion for the sport of rowing. Over the past 40 years, the brothers have applied their rowing experience and engineering to design, manufacture, sell and service unique products for the benefit of the entire Concept2 community.

Rowing is our reason for being. We continue to promote and encourage the growth of rowing, indoors and outdoors.

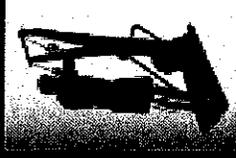
DREISSGACKER RACING OARS

Every oar is custom made to customer specifications.

CONCEPT2 SKIERG

The Concept2 SkiErg brings the fitness benefits of Nordic skiing to everyone.

For a complete list of products and accessories, visit concept2.com.



concept 2[®]

concept2.com 800.245.5676



Fitness Protection Plan



Manufacturer warranties are limited in both term and coverage.

With a Safeware Protection Plan, you'll have Peace of Mind that all of your equipment has the best coverage available.

Prepare for the unexpected.

Parts costs, trip charges, and labor fees can really add up. Save yourself money and hassles with a Protection Plan.

No matter what your fitness needs are... We've got you covered.

Safeware Protection Plans offer coverage on treadmills, ellipticals, bikes, home gyms and more.

On-site service you can rely on.

Get repairs on motors, decks, belts, wheels, displays, frames, pulleys, drives, and more.

Various protection programs available.

Get exactly the type of term and coverage that you want. Ask a sales associate for more details.

Main Features

- 100% Parts and Labor Coverage
- Convenient, Hassle-Free Service
- No Deductibles or Hidden Expenses
- Professional On-Site Repairs
- Power Surge Protection
- Structural Defect Coverage
- Mechanical/Electrical Breakdown Coverage
- No Lemon Guarantee
- If We Can't Fix it, We'll Replace it
- Fully Transferable
- Insured by an AM Best Rated Insurer

100% Parts and Labor Plan that Complements and Extends the Manufacturer Warranty.



www.safeware.com
800-800-6132

FREE TRAINING

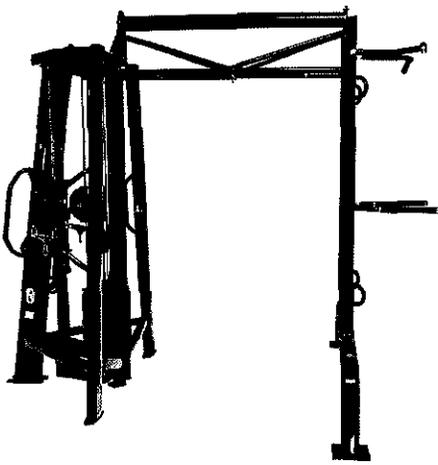
PURCHASE 1 XPLOAD ZONE PACKAGE &
RECEIVE 1 DAY XPLOAD ZONE TRAINING
PROGRAM WITH A MASTER TRAINER.



FREE TRAINING

PURCHASE 1 XPLOAD ZONE PACKAGE &
RECEIVE 1 DAY XPLOAD ZONE TRAINING
PROGRAM WITH A MASTER TRAINER.



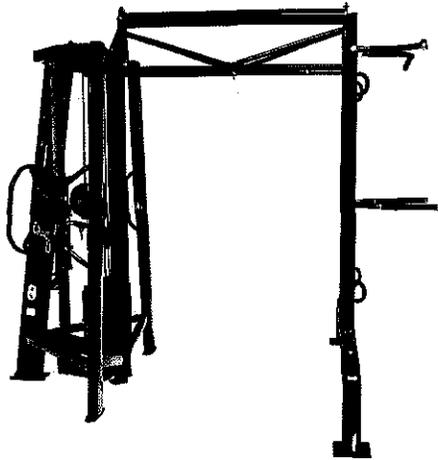


PURCHASE 1 XPLOAD ZONE PACKAGE & RECEIVE 1 DAY XPLOAD ZONE TRAINING PROGRAM WITH A MASTER TRAINER.

	5' TRUSS	END FRAME	DIP STATION	PULL UP STATION	OLY BAR SWIVEL	F3 TOWER W/ ADJUSTABLE CABLE	F3 LAT PULL DOWN	F3 DUAL PULLEY LOW ROW	FREE TRAINING	TOTAL COST
BODYWEIGHT & SUSPENSION STATION										
PACKAGE A - 5 FT TRUSS	1	2	1	1	1				★	\$1,660
PACKAGE B - 10 FT TRUSS	2	2	1	1	1				★	\$1,920
BODYWEIGHT, SUSPENSION STATION & CABLE TRAINING STRENGTH										
PACKAGE C - 5 FT TRUSS	1	1	1	1	1	2			★	\$4,630
PACKAGE D - 10 FT TRUSS	2	1	1	1	1	2			★	\$4,980
BODYWEIGHT, SUSPENSION STATION & MULTISTATION STRENGTH										
PACKAGE E - 10 FT TRUSS	2					1	2	1	★	\$7,970



NAUTILUSCOMMERCIAL.COM
1.888.678.2476



PURCHASE 1 XPLOAD ZONE PACKAGE & RECEIVE 1 DAY XPLOAD ZONE TRAINING PROGRAM WITH A MASTER TRAINER.

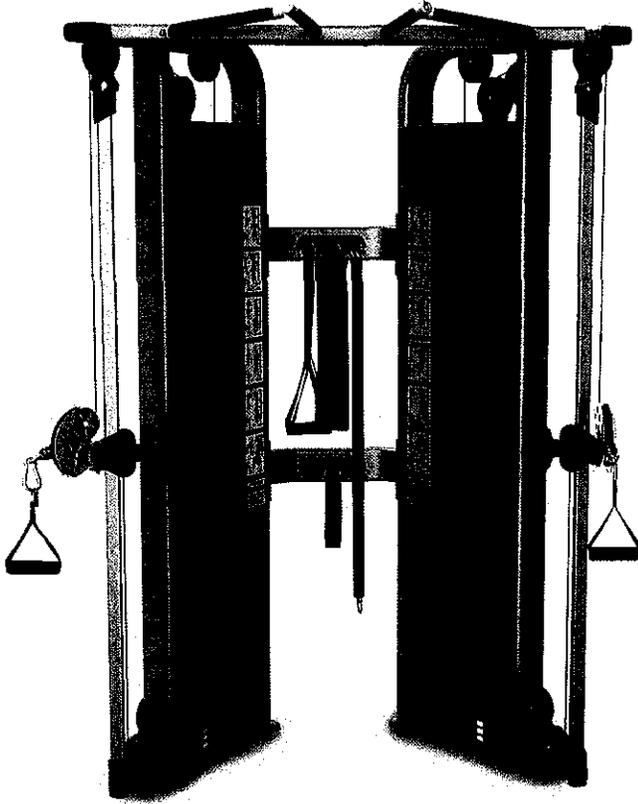
	5' TRUSS	END FRAME	DIP STATION	PULL UP STATION	OLY BAR SWIVEL	F3 TOWER W/ ADJUSTABLE CABLE	F3 LAT PULL DOWN	F3 DUAL PULLEY LOW ROW	FREE TRAINING	TOTAL COST
BODYWEIGHT & SUSPENSION STATION										
PACKAGE A - 5 FT TRUSS	1	2	1	1	1				★	\$1,660
PACKAGE B - 10 FT TRUSS	2	2	1	1	1				★	\$1,920
BODYWEIGHT, SUSPENSION STATION & CABLE TRAINING STRENGTH										
PACKAGE C - 5 FT TRUSS	1	1	1	1	1	2			★	\$4,630
PACKAGE D - 10 FT TRUSS	2	1	1	1	1	2			★	\$4,980
BODYWEIGHT, SUSPENSION STATION & MULTISTATION STRENGTH										
PACKAGE E - 10 FT TRUSS	2					1	2	1	★	\$7,970



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DUAL ADJUSTABLE PULLEY

Model IP-D9302



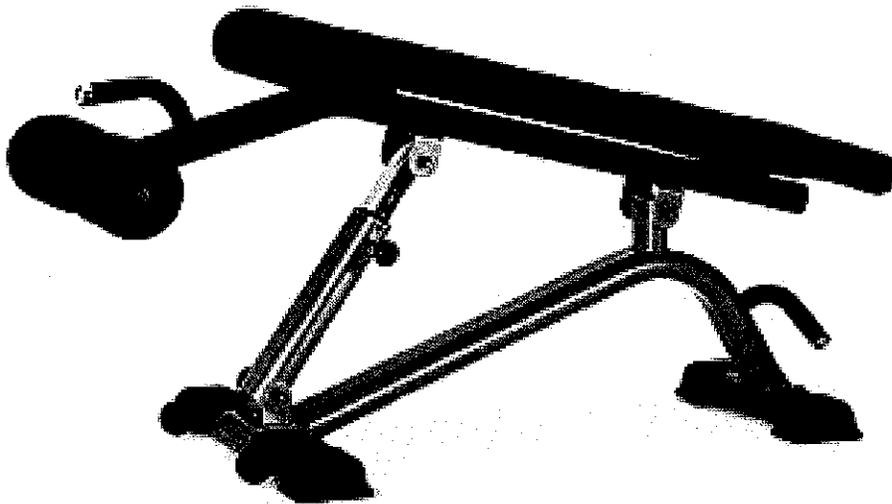
- Unlimited high-low cable positioning combinations
- All steel adjustable pulleys with single hand adjustment design
- Lock N Load® weight selection system
- Integrated pull up bar with multi-grip hand positioning
- 4 to 1 lifting ratio for smooth low inertia operation
- Extended cable travel for a variety of exercises
- Fixed footprint for optimal floor planning and placement
- 5 lb (user) increments (actual) stack weight 440 lbs / increments 20 lbs
- Intuitive exercise placards featuring 12 targeted movements

STACK WEIGHT	SHIP WEIGHT	WIDTH	LENGTH	HEIGHT
2 x 440 lbs (2 x 200 kg)	1,439 lbs (652.7 kg)	62" (157 cm)	46" (117 cm)	91" (231 cm)
FEATURES AND SPECIFICATIONS				
<p>AVAILABLE COLORS Options for upholstery and frame.</p> <p>HARMONY</p> <p>.....</p> <p></p> <p>Star Trac Silver Frame</p> <p>LEGACY</p> <p>.....</p> <p></p> <p>White Frame</p>		<p>WARRANTY: Limited 10 year warranty on structural frame not including coatings, 5 years parts on major mechanical components – guide rods, plates, bearings etc, 1 year on minor mechanical components – plate switches, cables, grips etc., 6 months on upholstery, 1 year labor</p> <p>*Warranties are subject to change and may vary internationally</p> <p>*Contact your Star Trac Sales Representative for full commercial, light commercial and consumer warranty detail</p>		

ADJUSTABLE ABDOMINAL DECLINE BENCH

Model IN-B7200

- Removable wear strap for extended upholstery life
- Adjustable back pad for precise positioning
- Fixed shin stabilization pads
- Dual rollers and hand grip for transport
- Rubber feet for floor protection

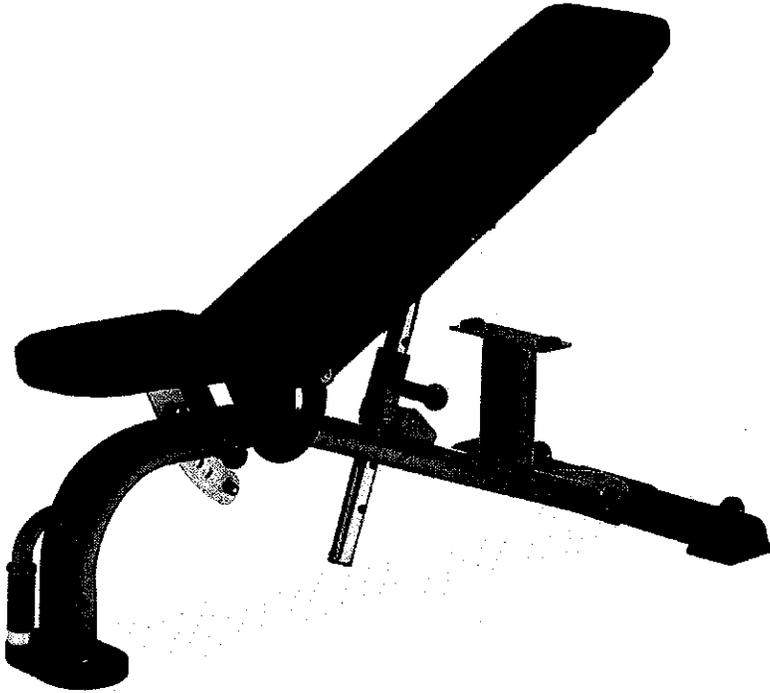


SHIP WEIGHT	WIDTH	LENGTH	HEIGHT
79 lbs (36 kg)	25" (64 cm)	53" (135 cm)	34" (86 cm)
FEATURES AND SPECIFICATIONS			
<p>AVAILABLE COLORS Options for upholstery and frame.</p> <p>SLATE / SILVER</p> <hr/> <p> Slate Upholstery</p> <p> Star Trac Silver Frame</p>		<p>WARRANTY: Limited 10 year warranty on structural frame not including coatings, 5 years parts on major mechanical components – guide rods, plates, bearings etc, 1 year on minor mechanical components – plate switches, cables, grips etc., 6 months on upholstery, 1 year labor</p> <p>*Warranties are subject to change and may vary internationally</p> <p>*Contact your Star Trac Sales Representative for full commercial, light commercial and consumer warranty detail</p>	

MULTI-ADJUSTABLE BENCH

Model IN-B7501

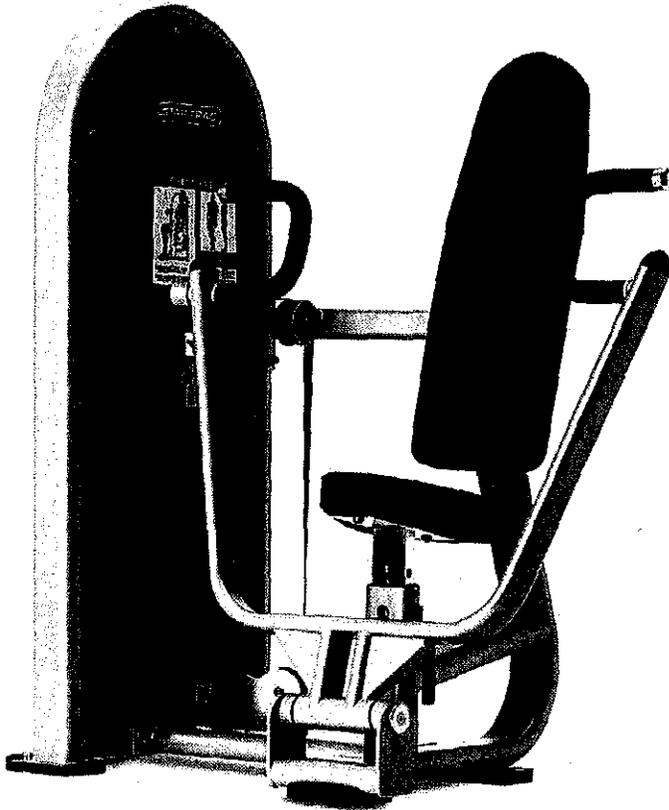
- Removable wear strap for extended upholstery life
- Adjustable seat and back pads for precise positioning
- Dual rollers and hand grip for transport
- Rubber feet for floor protection



SHIP WEIGHT	WIDTH	LENGTH	HEIGHT
88 lbs (40 kg)	27" (69 cm)	55" (140 cm)	18" (46 cm)
FEATURES AND SPECIFICATIONS			
<p>AVAILABLE COLORS Options for upholstery and frame.</p> <p>SLATE / SILVER</p> <hr/> <p> Slate Upholstery</p> <p> Star Trac Silver Frame</p>		<p>WARRANTY: Limited 10 year warranty on structural frame not including coatings, 5 years parts on major mechanical components – guide rods, plates, bearings etc, 1 year on minor mechanical components – plate switches, cables, grips etc., 6 months on upholstery, 1 year labor</p> <p>*Warranties are subject to change and may vary internationally</p> <p>*Contact your Star Trac Sales Representative for full commercial, light commercial and consumer warranty detail</p>	

CHEST PRESS

Model IL-S2100

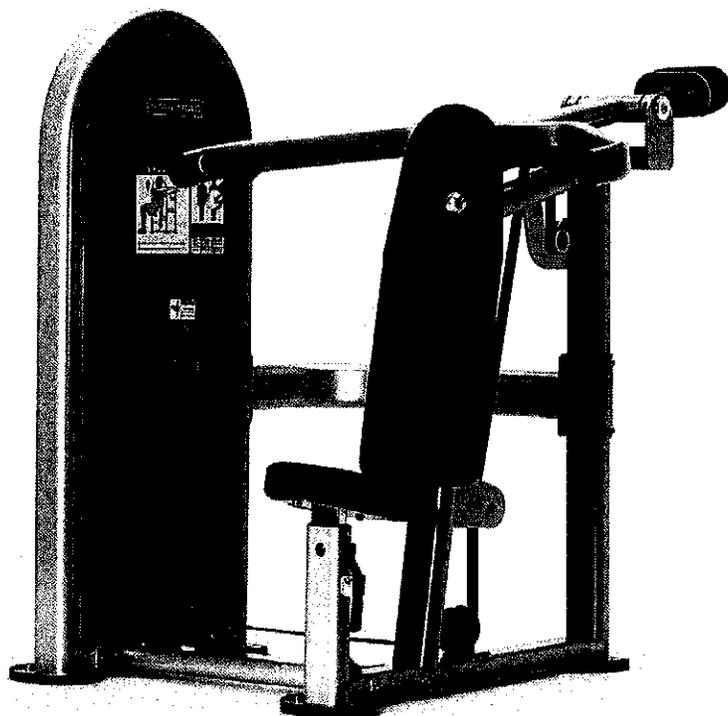


- Simple, intuitive placard
- Removable wear strap for extended upholstery life
- Multi-position hand grips
- Adjustable seat pad with "easy up" ratcheting adjustment
- Rubber feet for floor protection
- Kevlar transmission belt for extended life and easy replacement
- Featuring the patented Lock N Load® weight selection system

STACK WEIGHT	SHIP WEIGHT	WIDTH	LENGTH	HEIGHT
235 lbs (107 kg)	477 lbs (217 kg)	28" (71 cm)	49" (124 cm)	55" (140 cm)
FEATURES AND SPECIFICATIONS				
<p>AVAILABLE COLORS Options for upholstery and frame.</p> <p>SLATE / SILVER</p> <p>.....</p> <p> Slate Upholstery</p> <p> Star Trac Silver Frame</p>		<p>WARRANTY: Limited 10 year warranty on structural frame not including coatings, 5 years parts on major mechanical components – guide rods, plates, bearings etc, 1 year on minor mechanical components – plate switches, cables, grips etc., 6 months on upholstery, 1 year labor</p> <p>*Warranties are subject to change and may vary internationally</p> <p>*Contact your Star Trac Sales Representative for full commercial, light commercial and consumer warranty detail</p>		

SHOULDER PRESS

Model IL-S4100

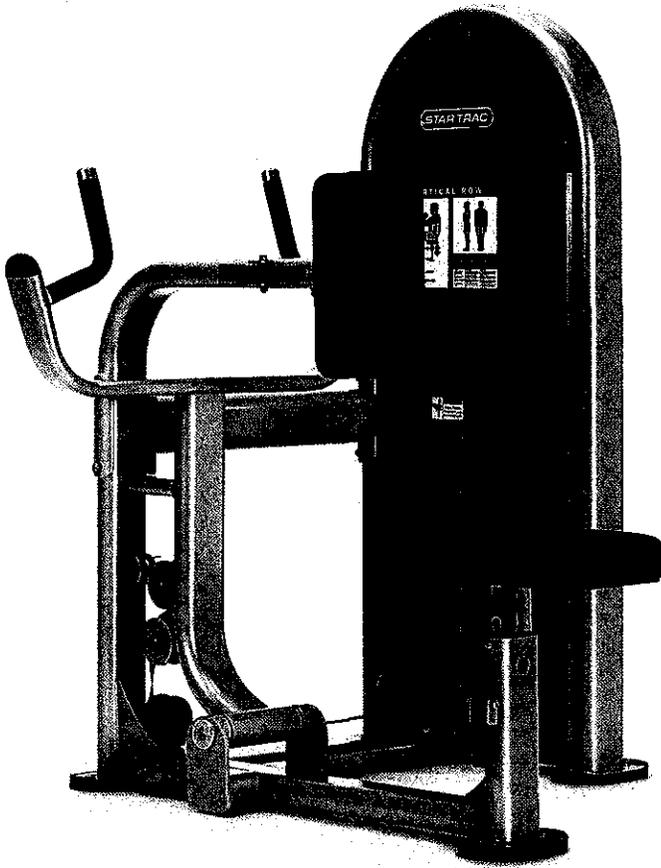


- Simple, intuitive placard
- Removable wear strap for extended upholstery life
- Multi-position hand grips
- Adjustable seat pad with "easy up" ratcheting adjustment
- Rubber feet for floor protection
- Kevlar transmission belt for extended life and easy replacement
- Featuring the patented Lock N Load® weight selection system

STACK WEIGHT	SHIP WEIGHT	WIDTH	LENGTH	HEIGHT
190 lbs (86 kg)	460 lbs (209 kg)	53" (135 cm)	58" (147 cm)	55" (140 cm)
FEATURES AND SPECIFICATIONS				
<p>AVAILABLE COLORS Options for upholstery and frame.</p> <p>SLATE / SILVER</p> <hr/> <p> Slate Upholstery</p> <p> Star Trac Silver Frame</p>		<p>WARRANTY: Limited 10 year warranty on structural frame not including coatings, 5 years parts on major mechanical components – guide rods, plates, bearings etc, 1 year on minor mechanical components – plate switches, cables, grips etc., 6 months on upholstery, 1 year labor</p> <p>*Warranties are subject to change and may vary internationally</p> <p>*Contact your Star Trac Sales Representative for full commercial, light commercial and consumer warranty detail</p>		

VERTICAL ROW

Model IL-S3320

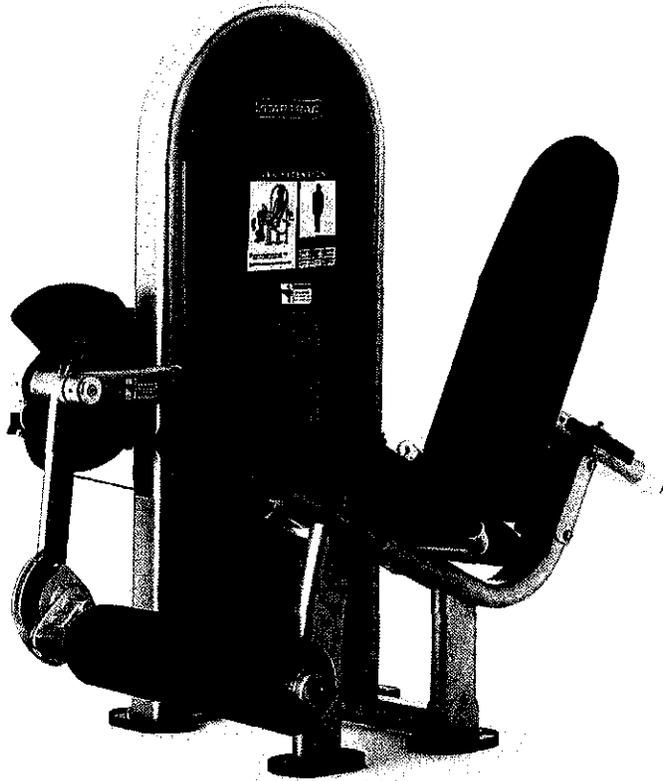


- Simple, intuitive placard
- Removable wear strap for extended upholstery life
- Adjustable seat with "easy up" ratcheting adjustment
- Adjustable chest pad with "easy out" ratcheting adjustment
- Multi-position hand grips
- Rubber feet for floor protection
- Kevlar transmission belt for extended life and easy replacement
- Featuring the patented Lock N Load® weight selection system

STACK WEIGHT	SHIP WEIGHT	WIDTH	LENGTH	HEIGHT
235 lbs (107 kg)	460 lbs (209 kg)	46" (117 cm)	48" (122 cm)	55" (140 cm)
FEATURES AND SPECIFICATIONS				
<p>AVAILABLE COLORS Options for upholstery and frame.</p> <p>SLATE / SILVER</p> <p>.....</p> <p> Slate Upholstery</p> <p> Star Trac Silver Frame</p>		<p>WARRANTY: Limited 10 year warranty on structural frame not including coatings, 5 years parts on major mechanical components – guide rods, plates, bearings etc. 1 year on minor mechanical components – plate switches, cables, grips etc., 6 months on upholstery, 1 year labor</p> <p>*Warranties are subject to change and may vary internationally</p> <p>*Contact your Star Trac Sales Representative for full commercial, light commercial and consumer warranty detail</p>		

LEG EXTENSION

Model IL-S1010

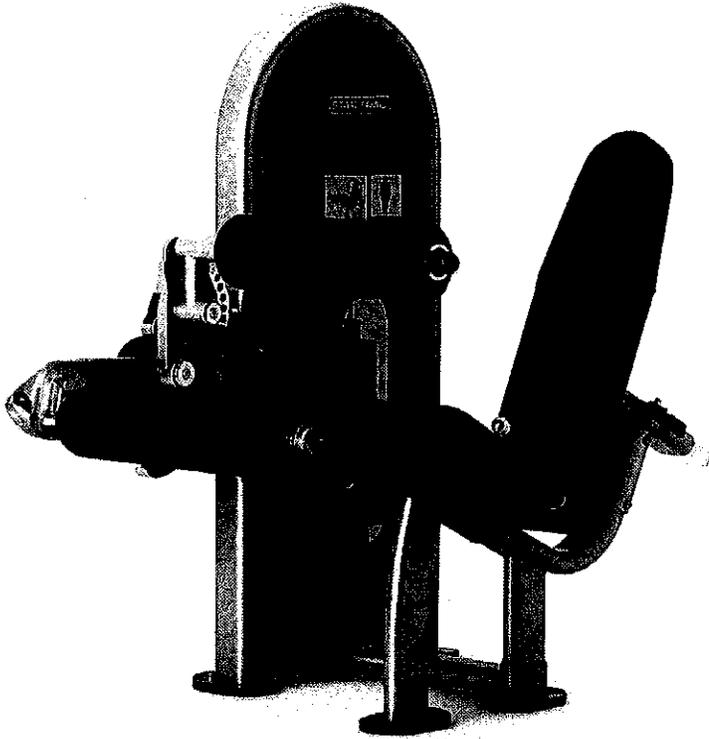


- Simple, intuitive placard
- Removable wear strap for extended upholstery life
- Adjustable seat back with "easy up" ratcheting adjustment
- Adjustable lower leg/ankle pad for precise fit
- Rubber feet for floor protection
- Kevlar transmission belt for extended life and easy replacement
- Featuring the patented Lock N Load® weight selection system

STACK WEIGHT	SHIP WEIGHT	WIDTH	LENGTH	HEIGHT
190 lbs (86 kg)	436 lbs (198 kg)	37" (94 cm)	41" (104 cm)	55" (140 cm)
FEATURES AND SPECIFICATIONS				
<p>AVAILABLE COLORS Options for upholstery and frame.</p> <p>SLATE / SILVER</p> <hr/> <p> Slate Upholstery</p> <p> Star Trac Silver Frame</p>		<p>WARRANTY: Limited 10 year warranty on structural frame not including coatings, 5 years parts on major mechanical components – guide rods, plates, bearings etc, 1 year on minor mechanical components – plate switches, cables, grips etc., 6 months on upholstery, 1 year labor</p> <p>*Warranties are subject to change and may vary internationally</p> <p>*Contact your Star Trac Sales Representative for full commercial, light commercial and consumer warranty detail</p>		

LEG CURL

Model IL-S1011

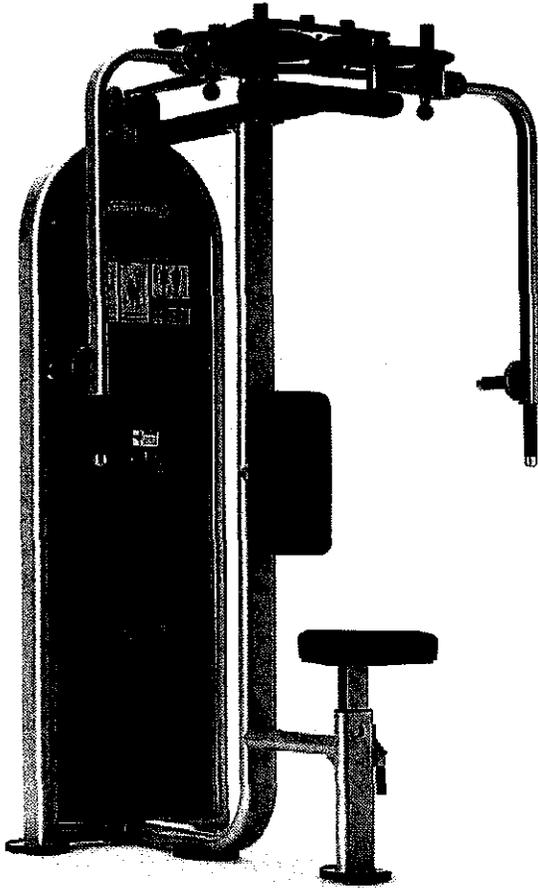


- Simple, intuitive placard
- Removable wear strap for extended upholstery life
- Adjustable seat back with "easy up" ratcheting adjustment
- Adjustable lower leg/ankle pad for precise fit
- Adjustable thigh support stabilization pad
- Rubber feet for floor protection
- Kevlar transmission belt for extended life and easy replacement
- Featuring the patented Lock N Load® weight selection system

STACK WEIGHT	SHIP WEIGHT	WIDTH	LENGTH	HEIGHT
190 lbs (86 kg)	469 lbs (213 kg)	37" (94 cm)	56" (142 cm)	55" (140 cm)
FEATURES AND SPECIFICATIONS				
<p>AVAILABLE COLORS Options for upholstery and frame.</p> <p>SLATE / SILVER</p> <hr/> <p> Slate Upholstery</p> <p> Star Trac Silver Frame</p>		<p>WARRANTY: Limited 10 year warranty on structural frame not including coatings, 5 years parts on major mechanical components – guide rods, plates, bearings etc, 1 year on minor mechanical components – plate switches, cables, grips etc., 6 months on upholstery, 1 year labor</p> <p>*Warranties are subject to change and may vary internationally</p> <p>*Contact your Star Trac Sales Representative for full commercial, light commercial and consumer warranty detail</p>		

DUAL PECTORAL FLY/ REAR DELTOID

Model IL-D2110

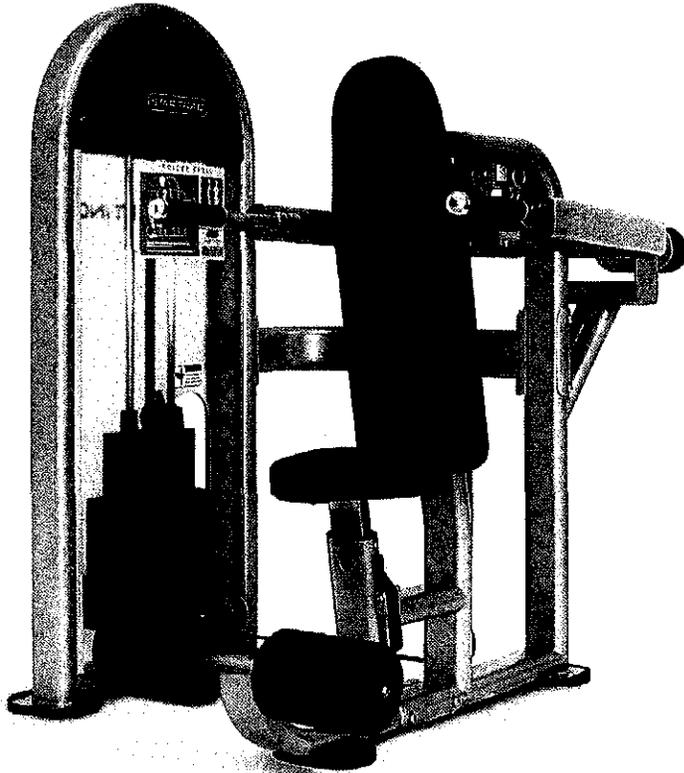


- Simple, intuitive placard
- Removable wear strap for extended upholstery life
- Multi-position hand grips
- Adjustable seat with "easy up" ratcheting adjustment
- Dual exercise option range of motion control: Pectoral Fly and Rear Deltoid
- Rubber feet for floor protection
- Featuring the patented Lock N Load® weight selection system

STACK WEIGHT	SHIP WEIGHT	WIDTH	LENGTH	HEIGHT
190 lbs (86 kg)	473 lbs (215 kg)	50" (127 cm)	54" (137 cm)	79" (201 cm)
FEATURES AND SPECIFICATIONS				
<p>AVAILABLE COLORS Options for upholstery and frame.</p> <p>SLATE / SILVER</p> <p>.....</p> <p> Slate Upholstery</p> <p> Star Trac Silver Frame</p>		<p>WARRANTY: Limited 10 year warranty on structural frame not including coatings, 5 years parts on major mechanical components – guide rods, plates, bearings etc, 1 year on minor mechanical components – plate switches, cables, grips etc., 6 months on upholstery, 1 year labor</p> <p>*Warranties are subject to change and may vary internationally</p> <p>*Contact your Star Trac Sales Representative for full commercial, light commercial and consumer warranty detail</p>		

TRICEPS PRESS

Model IL-S5130

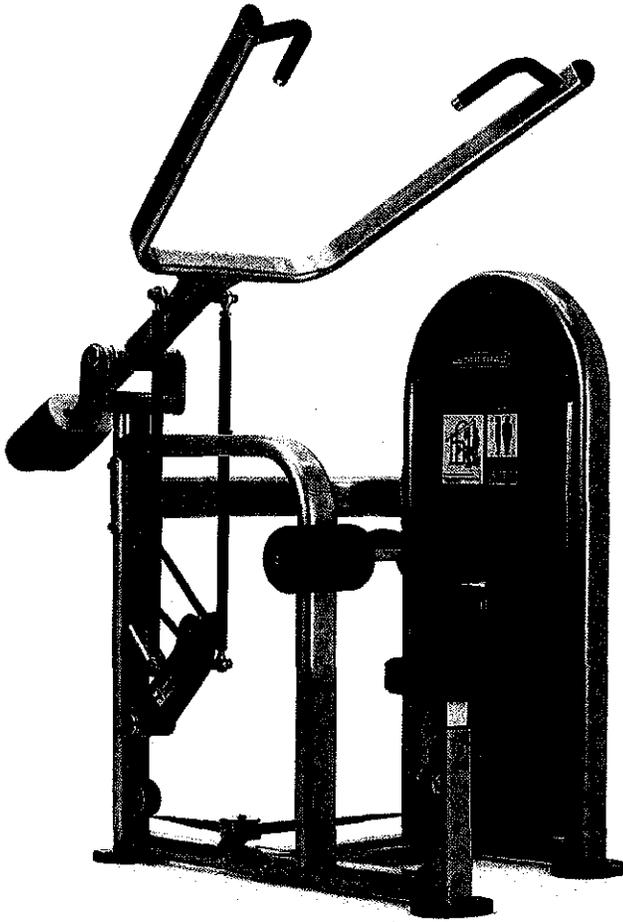


- Simple, intuitive placard
- Adjustable shoulder stabilization pads
- Removable wear strap for extended upholstery life
- Multi-position "flip over" hand grips
- Adjustable seat with "easy up" ratcheting adjustment
- Foot roller pads for stabilization
- Rubber feet for floor protection
- Kevlar transmission belt for extended life and easy replacement
- Featuring the patented Lock N Load® weight selection system

STACK WEIGHT	SHIP WEIGHT	WIDTH	LENGTH	HEIGHT
190 lbs (86 kg)	423 lbs (192 kg)	61" (155 cm)	44" (112 cm)	55" (140 cm)
FEATURES AND SPECIFICATIONS				
<p>AVAILABLE COLORS Options for upholstery and frame.</p> <p>SLATE / SILVER</p> <hr/> <p> Slate Upholstery</p> <p> Star Trac Silver Frame</p>		<p>WARRANTY: Limited 10 year warranty on structural frame not including coatings, 5 years parts on major mechanical components – guide rods, plates, bearings etc. 1 year on minor mechanical components – plate switches, cables, grips etc., 6 months on upholstery, 1 year labor</p> <p>*Warranties are subject to change and may vary internationally</p> <p>*Contact your Star Trac Sales Representative for full commercial, light commercial and consumer warranty detail</p>		

LAT PULL DOWN

Model IL-S3310



- Simple, intuitive placard
- Removable wear strap for extended upholstery life
- Adjustable seat with "easy up" ratcheting adjustment
- Adjustable thigh support stabilization pad
- Rubber feet for floor protection
- Kevlar transmission belt for extended life and easy replacement
- Multi-position hand grips
- Featuring the patented Lock N Load® weight selection system

STACK WEIGHT	SHIP WEIGHT	WIDTH	LENGTH	HEIGHT
235 lbs (107 kg)	554 lbs (252 kg)	47" (119 cm)	60" (152 cm)	73" (185 cm)
FEATURES AND SPECIFICATIONS				
<p>AVAILABLE COLORS Options for upholstery and frame.</p> <p>SLATE / SILVER</p> <p>.....</p> <p> Slate Upholstery</p> <p> Star Trac Silver Frame</p>		<p>WARRANTY: Limited 10 year warranty on structural frame not including coatings, 5 years parts on major mechanical components – guide rods, plates, bearings etc, 1 year on minor mechanical components – plate switches, cables, grips etc., 6 months on upholstery, 1 year labor</p> <p>*Warranties are subject to change and may vary internationally</p> <p>*Contact your Star Trac Sales Representative for full commercial, light commercial and consumer warranty detail</p>		

DUAL INNER/ OUTER THIGH

Model IL-D1015



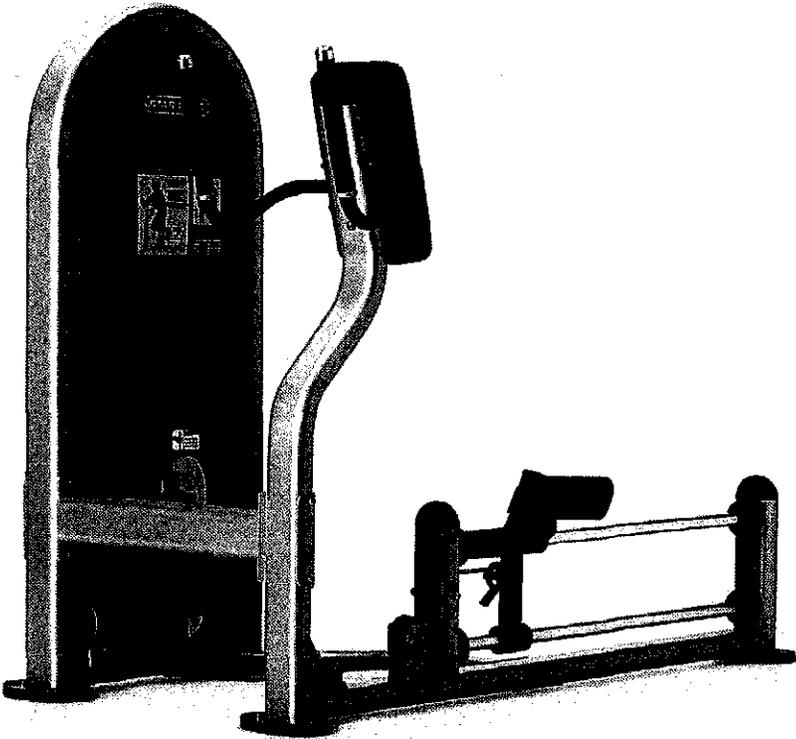
- Simple, intuitive placard
- Removable wear strap for extended upholstery life
- Walk-through entry design
- Modesty weight stack in front of user
- Swiveling thigh pads and range of motion control allow for dual exercises: Abductor and Adductor
- Rubber feet for floor protection
- Kevlar transmission belt for extended life and easy replacement
- Featuring the patented Lock N Load® weight selection system

STACK WEIGHT	SHIP WEIGHT	WIDTH	LENGTH	HEIGHT
150 lbs (68 kg)	498 lbs (226 kg)	27" (69 cm)	57" (145 cm)	55" (140 cm)
FEATURES AND SPECIFICATIONS				
<p>AVAILABLE COLORS Options for upholstery and frame.</p> <p>SLATE / SILVER</p> <hr/> <p> Slate Upholstery</p> <p> Star Trac Silver Frame</p>		<p>WARRANTY: Limited 10 year warranty on structural frame not including coatings, 5 years parts on major mechanical components – guide rods, plates, bearings etc, 1 year on minor mechanical components – plate switches, cables, grips etc., 6 months on upholstery, 1 year labor</p> <p>*Warranties are subject to change and may vary internationally</p> <p>*Contact your Star Trac Sales Representative for full commercial, light commercial and consumer warranty detail</p>		

GLUTE PRESS

Model IL-S1012

- Simple, intuitive placard
- Removable wear strap for extended upholstery life
- Adjustable "flip over" foot platform
- Standing modality
- Linear glute pressing motion
- Rubber feet for floor protection
- Kevlar transmission belt for extended life and easy replacement
- Featuring the patented Lock N Load® weight selection system

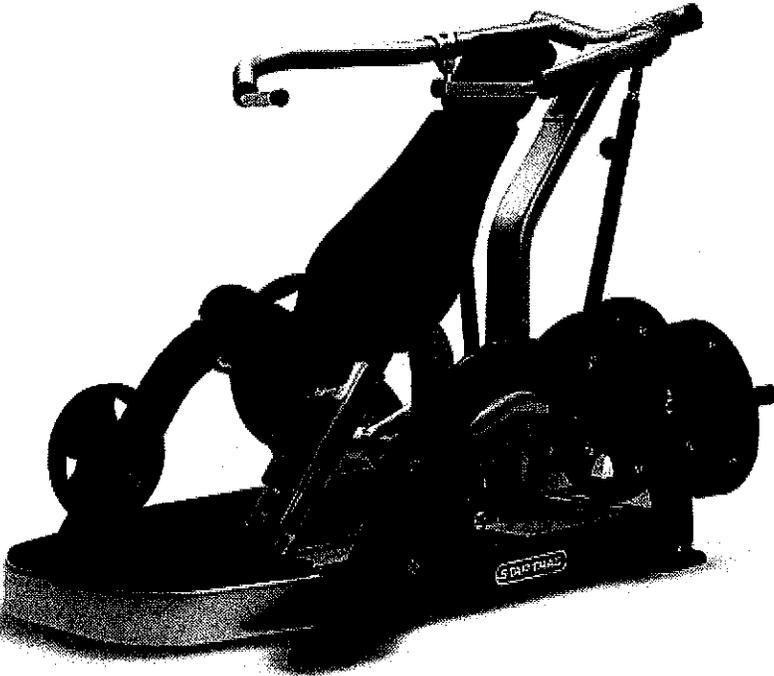


STACK WEIGHT	SHIP WEIGHT	WIDTH	LENGTH	HEIGHT
120 lbs (55 kg)	354 lbs (161 kg)	37" (94 cm)	67" (170 cm)	55" (140 cm)
FEATURES AND SPECIFICATIONS				
<p>AVAILABLE COLORS Options for upholstery and frame.</p> <p>SLATE / SILVER</p> <hr/> <p> Slate Upholstery</p> <p> Star Trac Silver Frame</p>		<p>WARRANTY: Limited 10 year warranty on structural frame not including coatings, 5 years parts on major mechanical components – guide rods, plates, bearings etc, 1 year on minor mechanical components – plate switches, cables, grips etc., 6 months on upholstery, 1 year labor</p> <p>*Warranties are subject to change and may vary internationally</p> <p>*Contact your Star Trac Sales Representative for full commercial, light commercial and consumer warranty detail</p>		

INCLINE PRESS

Model IP-L2003

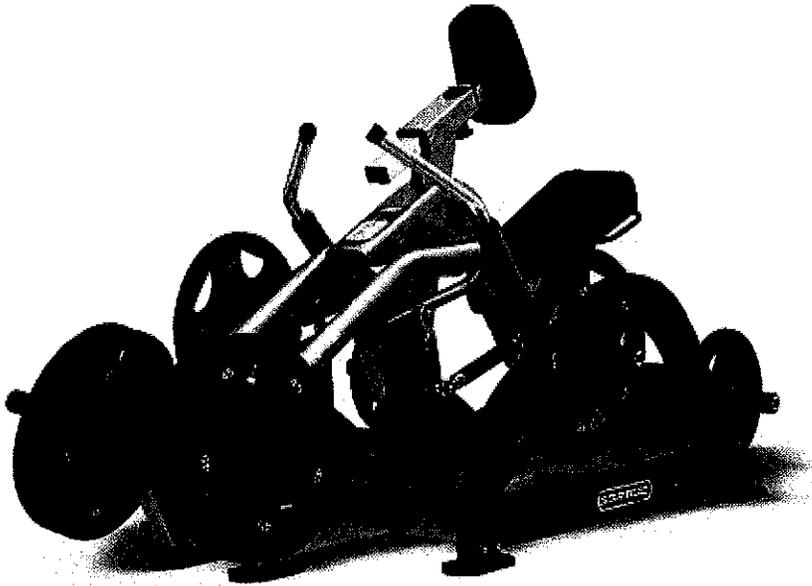
- Stainless steel knurled grip
- Max capacity 270 lbs (123 kg) per arm
- Starting resistance 15 lbs (6.8 kg) per arm
- Unilateral independent arm motion
- Converging motion with user pre-stretch adjustment for optimal start position
- Intuitive touch points & user friendly gas shock assisted seat adjust
- One of a kind lever and cam system for optimum biomechanics
- Low load points for safe and simple use
- Integrated plate storage
- Weight plates sold separately



OVERALL WEIGHT	WIDTH	LENGTH	HEIGHT
530 lbs (240.4 kg)	50.5" (128.3 cm)	75.9" (193 cm)	51.3" (130.5 cm)
FEATURES AND SPECIFICATIONS			
<p>AVAILABLE COLORS Options for upholstery and frame.</p> <p>HARMONY</p> <hr/> <p>  Black Upholstery  Star Trac Silver Frame </p> <p>LEGACY</p> <hr/> <p>  Brown Upholstery  White Frame </p>		<p>WARRANTY: Star Trac warrants all framework for a period of 10 years. This limited warranty on structural frame does not include coatings. The following moving parts are warranted for 5 years; rotary bearings, weight stacks, pulleys, guide rods, and structural moving parts. 90 days on upholstery stitching and items not specified.</p> <p>*Additional restrictions may apply, see your sales representative for detailed warranty information.</p> <p>*Warranty is subject to change.</p>	

LOW ROW

Model IP-L3004



- Stainless steel knurled grip
- Max capacity 270 lbs (123 kg) per arm
- Starting resistance 18 lbs (8.1 kg) per arm
- Unilateral independent arm motion
- Diverging motion with close grip start position
- Intuitive touch points & user friendly gas shock assisted seat adjust
- One of a kind lever and cam system for optimum biomechanics
- Low load points for safe and simple use
- Integrated plate storage
- Adjustable chest pad for optimal pre-stretch
- Weight plates sold separately

OVERALL WEIGHT	WIDTH	LENGTH	HEIGHT
550 lbs (249.4 kg)	50.5" (128.3 cm)	78.5" (199.5 cm)	46" (117 cm)

FEATURES AND SPECIFICATIONS

AVAILABLE COLORS

Options for upholstery and frame.

HARMONY



Black
Upholstery



Star Trac Silver
Frame

LEGACY



Brown
Upholstery



White
Frame

WARRANTY: Star Trac warrants all framework for a period of 10 years. This limited warranty on structural frame does not include coatings. The following moving parts are warranted for 5 years; rotary bearings, weight stacks, pulleys, guide rods, and structural moving parts. 90 days on upholstery stitching and items not specified.

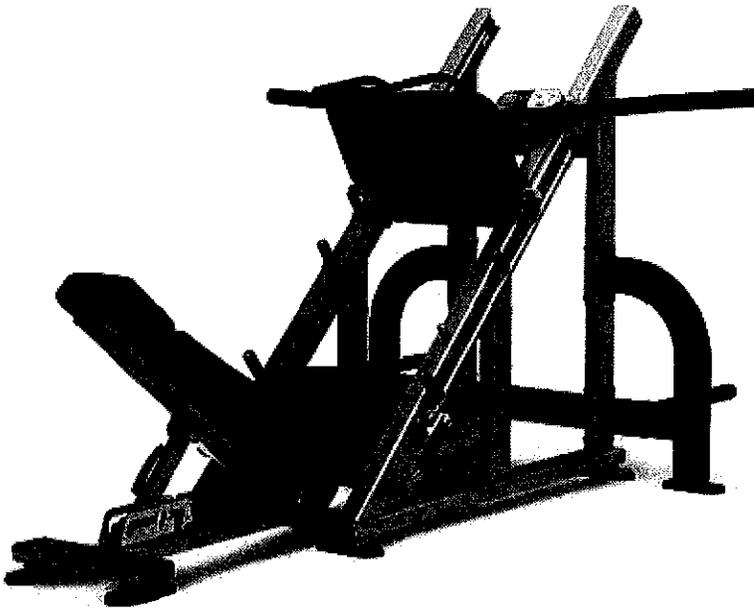
*Additional restrictions may apply; see your sales representative for detailed warranty information.

*Warranty is subject to change.

ANGLED LEG PRESS

Model IP-L1140

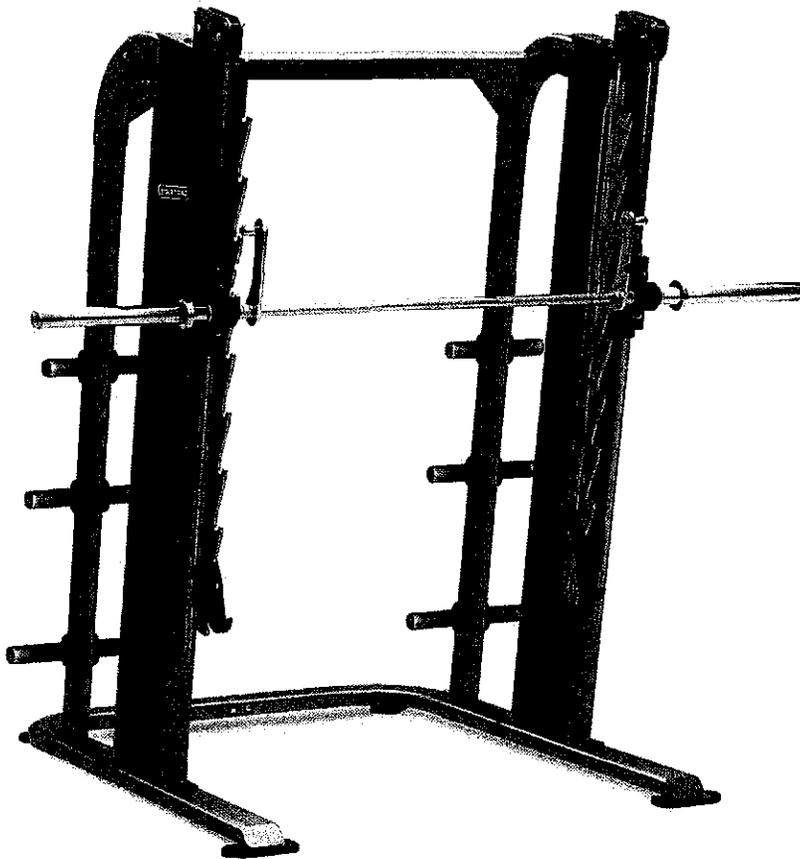
- Adjustable angle for back support
- Integrated plate storage
- Two start options for range of motion
- Easy to reach and operate safety stops
- Integrated user handle for safe entry and exit
- Integrated Olympic plate storage
- Rubber feet for floor protection



SHIP WEIGHT	WIDTH	LENGTH	HEIGHT
566 lbs (257 kg)	72" (182.8 cm)	89.7" (227.8 cm)	58" (147.3 cm)
FEATURES AND SPECIFICATIONS			
<p>AVAILABLE COLORS Options for upholstery and frame.</p> <p>HARMONY</p> <hr/> <p>  Black Upholstery  Star Trac Silver Frame </p> <p>LEGACY</p> <hr/> <p>  Brown Upholstery  White Frame </p>		<p>WARRANTY: Star Trac warrants all framework for a period of 10 years. This limited warranty on structural frame does not include coatings. The following moving parts are warranted for 5 years; rotary bearings, weight stacks, pulleys, guide rods, and structural moving parts. 90 days on upholstery stitching and items not specified.</p> <p>*Additional restrictions may apply; see your sales representative for detailed warranty information.</p> <p>*Warranty is subject to change.</p>	

SMITH MACHINE

Model IP-L8500



- Rotating Olympic handle insures easy release and reset of bar with each set
- Enhanced biomechanics with the 7 degree angle for squatting and pressing motions
- Counterbalanced Olympic bar with 15 lb (6.8 kg) take off weight for all user levels
- Adjustable red safety catches to insure proper execution of all exercises
- Open front design allows for use of any portable benches
- Six marked weight storage pegs per side to accommodate all plate increments
- Rubber feet for floor protection

SHIP WEIGHT	WIDTH	LENGTH	HEIGHT
680 lbs (309 kg)	89" (226 cm)	67" (170.1 cm)	82" (208.2 cm)

FEATURES AND SPECIFICATIONS

AVAILABLE COLORS

Options for frame.

HARMONY



Star Trac Silver
Frame

LEGACY



White
Frame

WARRANTY: Limited 10 year warranty on structural frame not including coatings, 5 years parts on major mechanical components – guide rods, plates, bearings etc, 1 year on minor mechanical components – plate switches, cables, grips etc., 6 months on upholstery, 1 year labor

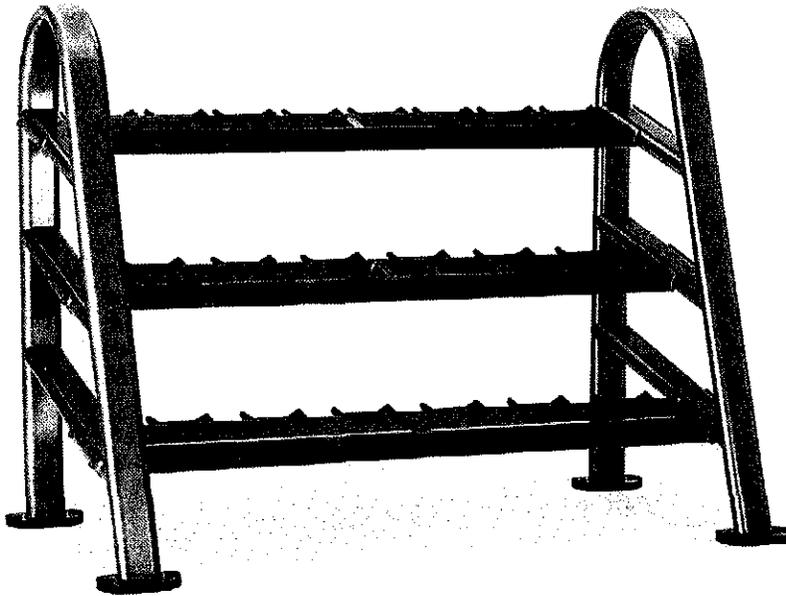
*Warranties are subject to change and may vary internationally

*Contact your Star Trac Sales Representative for full commercial, light commercial and consumer warranty detail

DUMBBELL RACK (10-PAIR/3-TIER)

Model IN-R8002

- Compact footprint
- Rubber dumbbell saddles
- Rubber feet for floor protection



SHIP WEIGHT	WIDTH	LENGTH	HEIGHT
272 lbs (124 kg)	29" (74 cm)	87" (221 cm)	50" (127 cm)
FEATURES AND SPECIFICATIONS			
<p>AVAILABLE COLORS Options for upholstery and frame.</p> <p>SLATE / SILVER</p> <hr/> <p> Slate Upholstery</p> <p> Star Trac Silver Frame</p>		<p>WARRANTY: Limited 10 year warranty on structural frame not including coatings, 5 years parts on major mechanical components – guide rods, plates, bearings etc, 1 year on minor mechanical components – plate switches, cables, grips etc., 6 months on upholstery, 1 year labor</p> <p>*Warranties are subject to change and may vary internationally</p> <p>*Contact your Star Trac Sales Representative for full commercial, light commercial and consumer warranty detail</p>	

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Cardio

Item	Description	List Price	Customer Price	Qty	Ext. Price
	STAR TRAC E-TR TREADMILL	\$7,495.00	\$3,995.00	3	\$11,985.00
	STAR TRAC S-CTx CROSSTRAINER	\$4,995.00	\$3,095.00	2	\$6,190.00
	STAR TRAC S-RBx RECUMBENT BIKE	\$2,895.00	\$2,095.00	2	\$4,190.00
	CONCEPT 2 MODEL D INDOOR ROWER	\$1,195.00	\$995.00	1	\$995.00
Subtotal					\$23,360.00

Strength

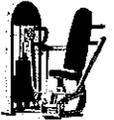
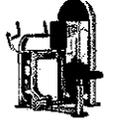
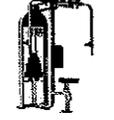
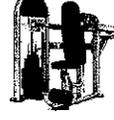
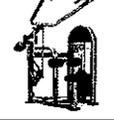
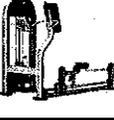
Item	Description	List Price	Customer Price	Qty	Ext. Price
	NAUTILUS XPLODE ZONE- (1) 5' TRUSS, (1) END FRAME, AND (1) F3 TOWER	\$1,947.00	\$1,650.00	1	\$1,650.00
	NAUTILUS XPLODE ZONE- ACCESSORIES INCLUDE DIP STATION, PULL UP BAR, AND LAND MINE.	\$849.00	\$795.00	1	\$795.00
	STAR TRAC INSTINCT ADJUSTABLE ABDOMINAL / DECLINE	\$625.00	\$554.00	1	\$554.00
	STAR TRAC INSTINCT MULTI-ADJUSTABLE BENCH	\$775.00	\$662.00	1	\$662.00

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Strength

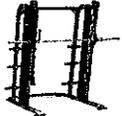
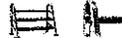
Item	Description	List Price	Customer Price	Qty	Ext. Price
	STAR TRAC INSTINCT LNL CHEST PRESS	\$2,875.00	\$2,231.00	1	\$2,231.00
	STAR TRAC INSTINCT LNL SHOULDER PRESS	\$2,875.00	\$2,231.00	1	\$2,231.00
	STAR TRAC INSTINCT LNL VERTICAL ROW	\$2,875.00	\$2,231.00	1	\$2,231.00
	STAR TRAC INSTINCT LNL LEG EXTENSION	\$2,875.00	\$2,231.00	1	\$2,231.00
	STAR TRAC INSTINCT LNL LEG CURL	\$2,875.00	\$2,231.00	1	\$2,231.00
	STAR TRAC INSTINCT LNL PECTORAL FLY / REAR DELTOID	\$3,195.00	\$2,577.00	1	\$2,577.00
	STAR TRAC INSTINCT LNL TRICEPS PRESS	\$2,875.00	\$2,231.00	1	\$2,231.00
	STAR TRAC INSTINCT LNL LAT PULL DOWN	\$2,875.00	\$2,231.00	1	\$2,231.00
	STAR TRAC INSTINCT LNL INNER / OUTER THIGH	\$3,195.00	\$2,577.00	1	\$2,577.00
	STAR TRAC INSTINCT LNL GLUTE PRESS	\$2,875.00	\$2,231.00	1	\$2,231.00

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Strength

Item	Description	List Price	Customer Price	Qty	Ext. Price
	STAR TRAC LEVERAGE INCLINE PRESS	\$2,595.00	\$2,450.00	1	\$2,450.00
	STAR TRAC LEVERAGE ROW	\$2,595.00	\$2,450.00	1	\$2,450.00
	STAR TRAC LEVERAGE ANGLED LEG PRESS PLATE	\$2,895.00	\$2,450.00	1	\$2,450.00
	STAR TRAC LEVERAGE BICEPS CURL	\$2,595.00	\$2,450.00	1	\$2,450.00
	STAR TRAC LEVERAGE SMITH MACHINE	\$3,495.00	\$2,695.00	2	\$5,390.00
	STAR TRAC INSTINCT DUMBBELL RACK, 3 TIER	\$675.00	\$675.00	1	\$675.00
Subtotal					\$42,528.00

Accessories

Item	Description	List Price	Customer Price	Qty	Ext. Price
	SAMSUNG 32 1080P LED HDTV Model: UN32J5003	\$379.00	\$269.00	3	\$807.00
	TROY PREMIUM RUBBER MEDICINE BALLS + RACK, SET : 4 LB, 6 LB, 8 LB, 10 LB, 12 LB, AND 15 LB BALL	\$375.00	\$370.00	1	\$370.00

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Accessories

Item	Description	List Price	Customer Price	Qty	Ext. Price
	BODY SPORT EXERCISE MAT WITH EYELETS (56" x 24" x 1/2"), BLACK	\$19.95	\$16.50	3	\$49.50
	LIFE FITNESS DOUBLE CORD RESISTANCE BAND, MEDIUM RESISTANCE	\$28.95	\$28.95	2	\$57.90
	LIFE FITNESS RESISTANCE TUBE, MEDIUM RESISTANCE	\$12.50	\$12.50	2	\$25.00
Subtotal					\$1,309.40

Flooring

Item	Description	List Price	Customer Price	Qty	Ext. Price
	8MM ROLLED RUBBER IN BASIC BLACK OR UP TO 10% COLOR FLECK, BASIC COLOR OPTIONS AVAILABLE	\$2.79	\$2.39	2600	\$6,214.00
	FLOORING ADHESIVE, 4 GALLON BUCKET	\$179.00	\$159.00	7	\$1,113.00
	INSTALLATION: REMOVAL OF EXISTING FLOOR AND GLUE DOWN INSTALLATION OF NEW FLOOR INCLUDED. ADDITIONAL FEES WILL APPLY TO REPAIR OR FLOAT EXISTING FLOOR IF NEEDED.	\$4.50	\$3.50	2600	\$9,100.00
Subtotal					\$16,427.00

Services

Item	Description	List Price	Customer Price	Qty	Ext. Price
	SHIPPING - EQUIPMENT	\$7,500.00	\$6,995.00	1	\$6,995.00
	EQUIPMENT INSTALLATION: ASSEMBLY, TESTING, INSIDE DELIVERY, SET-UP AND TRASH REMOVAL INCLUDED.	\$6,500.00	\$6,500.00	1	\$6,500.00

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Services

Item	Description	List Price	Customer Price	Qty	Ext. Price
	FITNESSMITH QUARTERLY PREVENTATIVE MAINTENANCE PLAN INCLUDES 4 PREVENTATIVE MAINTENANCE VISITS PER YEAR. IF ADDITIONAL SERVICE VISITS ARE NEEDED, OUR PLAN FEATURES REDUCED TRIP FEES OF \$25 PER VISIT AND \$50 PER HOUR FEE FOR LABOR.	\$500.00	\$300.00	12	\$3,600.00
	FITNESSMITH VALUE ADD FOR CITY OF SOUTH MIAMI - 12 QUARTERLY VISITS (4 VISITS FOR 3 YEARS), FEE WAIVED	(\$500.00)	(\$300.00)	12	(\$3,600.00)
Subtotal					\$13,495.00

Warranty

Item	Description	List Price	Customer Price	Qty	Ext. Price
	48 MONTH EXTENDED PARTS + LABOR WARRANTY ON STAR TRAC TREADMILLS + ELLIPTICALS.	\$406.40	\$406.40	5	\$2,032.00
	48 MONTH EXTENDED PARTS AND LABOR WARRANTY ON STAR TRAC RECUMBENT BIKES.	\$379.20	\$379.20	2	\$758.40
Subtotal					\$2,790.40

Trade in Allowance

Item	Description	List Price	Customer Price	Qty	Ext. Price
	TRADE IN EQUIPMENT	(\$4,050.00)	(\$4,050.00)	1	(\$4,050.00)
Subtotal					(\$4,050.00)

Total savings: \$32,533.35

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RFP #PR2106-05

Prepared for:

GIBSON-BETHEL COMMUNITY CENTER
GENERAL MANAGER
5800 SW66TH STREET
SOUTH MIAMI, FL 33143
PARKS@SOUTHMIAMIFL.GOV
(305) 668-3876

Prepared by:

Fitnessmith
Michael Scichilone

Fax (561) 997-8788
Michael@fitnessmith.com

Details:

Proposal #: 000723
Version: 1
Delivered: 03/29/2016
Expires: 05/10/2016

Proposal Summary

Description	Amount
Cardio	\$23,360.00
Strength	\$42,528.00
Accessories	\$1,309.40
Flooring	\$16,427.00
Services	\$13,495.00
Warranty	\$2,790.40
Trade in Allowance	(\$4,050.00)
Total	\$95,859.80

Payment is 50% down at time of order, 40% prior to delivery and 10% upon install.

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AGREEMENT:

The product quotation, purchase orders, shipping documents and these terms and conditions of sale constitutes a continuing sale Agreement between Centurion Partners Health and Fitness, a Florida Limited Liability Company doing business as Fitnessmith (hereafter referred to as "Fitnessmith") and Buyer, as set forth at the end of this Product Quotation Agreement, for the purchase of any product and services to be provided by Fitnessmith to Buyer. Fitnessmith sales representatives do not have the authority to change or modify the terms and conditions of this Agreement.

PURCHASE ORDER:

Buyer may provide Buyer's standard form of purchase order to place orders for product and service, but any terms and conditions on such standard form which are in addition to or inconsistent with the terms and conditions of this Agreement will be deemed stricken from such order. If Buyer does not deliver written objection to the terms hereof which are different than those appearing on the Buyer's purchase order, Buyer agrees to all of Fitnessmith's terms and conditions. All purchase orders shall be made or confirmed in writing and are subject to acceptance by Fitnessmith. The Buyer shall be responsible for all costs and fees incurred by Fitnessmith for refused shipments, including freight and insurance costs. Orders cancelled less than thirty (30) days from originally scheduled shipment date will be subject to a cancellation fee of 25% of the value of the purchase order.

PRICES:

The prices to be paid by Buyer for all products and services purchased hereunder shall be Fitnessmith's standard prices in effect on the date of Fitnessmith's receipt of Buyer's purchase order, less any applicable deductions which may be in effect from time to time. Fitnessmith reserves the right to change its standard prices and to publish a new price list from time to time and at any time, without prior notice to Buyer. Should any new price result in an increase in the price of any product or services, the increased price shall apply to any Buyer order placed after the effective date of the new price. For orders that are placed for delivery more than ninety (90) days into the future, Fitnessmith reserves the right to review and adjust the agreed upon pricing within thirty (30) days of fulfilling the purchase order. In this case, the Buyer has the option of canceling the order with no penalties, if the cancellation is in writing and within ten (10) days of the notification of the price increase. Buyer is solely responsible for any prices it charges to its customer. Nothing in this Agreement shall in any way restrict the Buyer's freedom to sell products at prices determined in accordance with its own judgment. Buyer shall be responsible for all sales, use, or other taxes (other than taxes on Fitnessmith's income or ownership of property), applicable to Buyer's purchase of products and/or services. Buyer shall pay such taxes when invoiced by Fitnessmith or shall supply appropriate tax exemption or resale certificates. Buyer is also responsible for any domestic or foreign forwarding agent or brokerage fees, duties, or other fees and any export licenses which may be necessary to export the products. Seller reserves the right to correct any clerical or mathematical errors at any time.

CUSTOM PRODUCT:

Fitnessmith requires a non-refundable 50% down payment for all custom products. A purchase order for custom product contractually obligates the Buyer to take delivery. Custom orders are non-cancelable and may not be rescheduled without the prior approval of a corporate officer of Fitnessmith, which may be withheld at the sole and absolute discretion of Fitnessmith. All custom orders have an up charge to be determined by Fitnessmith. All build to order strength orders cancelled less than thirty (30) days from the original scheduled delivery will be subject to a 25% cancellation fee.

SHIPMENTS:

F.O.B. shipping point shall be Fitnessmith warehouse unless otherwise specified. Risk of loss with respect to Fitnessmith products shall pass to Buyer at the time of delivery of the products to the carrier for shipment. The Buyer assumes all risk involved in the transportation and handling of the equipment or goods once it has left the Fitnessmith warehouse, including, but not limited to, damage during shipment. The Buyer is advised that inspection should be made of any equipment or goods before accepting delivery. Acceptance of delivery constitutes acceptance of goods. The Buyer must file its own claim for any type of damages directly with the carrier in the event of any loss or damage during transportation, and must make payment for any equipment or goods purchased from Fitnessmith regardless of any dispute the Buyer may have with any carrier or agents. Fitnessmith will attempt in good faith to ship on or before any scheduled shipment date. Buyer acknowledges that Fitnessmith may, from time to time, be subject to manufacturer production or shipping delays. In such event, Buyer agrees that Fitnessmith may, in its sole discretion, allocate distribution of Fitnessmith's products among its customers, notwithstanding the effect such allocation may have on Buyer's outstanding orders, and Fitnessmith will not be liable for any damage, however described or arising, for a good faith failure to fill any order or for delay in meeting a scheduled shipment date. Fitnessmith may provide reasonable notice to Buyer regarding any material

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delay in shipment. Fitnessmith may make partial shipments of Buyer's orders. Such partial shipments shall be separately invoiced and paid for when received, without regard to subsequent shipments. Delay in shipment or delivery of any particular installation shall not alone relieve Buyer of its obligation to accept subsequent installations. Fitnessmith may provide reasonable notice to Buyer in the event of material delays in connection with partial shipment of an order. Fitnessmith will use its best efforts to deliver as specified, but in no event will Fitnessmith be liable for any damage, consequential or otherwise, arising from any failure of Fitnessmith to meet any delivery date.

RETURNS:

Any Custom Products and/or Customer modified Standard Products ordered from Fitnessmith are non-cancelable and/or non-returnable. Credit may be issued only on those items that are stock items of standard manufacture and in new, salable condition in the original packaging. Any such return shall be at the expense and risk of the Buyer and subject to a 25% restocking charge of the original purchase price.

WARRANTY:

EACH FITNESSMITH PRODUCT WILL CARRY ITS OWN LIMITED WARRANTY AS SET FORTH BY THE MANUFACTURE.

SUCH WARRANTY WILL BE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES BY FITNESSMITH, EXPRESSED OR IMPLIED, INCLUDING CONSEQUENTIAL DAMAGES.

INSTALLATION:

At the time the order is placed, the Buyer will provide Fitnessmith with an installation date. Fitnessmith will make reasonable commercial efforts to install the product on or before the installation date. Product held more than 10 days after the installation date at the Buyer's request will be subject to a storage fee. Product held more than 30 days past the installation date at the Buyer's request will be subject to a 15% restocking fee as well as a storage fee. With the exception of Grand Openings, partial installations require the installed product to be paid per the terms of the invoice.

PROPER USAGE:

It is imperative that equipment is used properly as to avoid injury. Buyer agrees that equipment will not be used in any way other than as designed or intended by the manufacturer, specifically including, but not limited to the following: 1) Keep hands and feet clear of moving parts at all times. 2) Read all machine instructional placards and warnings and direct any questions to a qualified fitness professional prior to use. 3) All strength equipment MUST be secured (bolted and tightened) to a solid, level surface to ensure stabilization and eliminate rocking or tipping. As it pertains to treadmills, Buyer agrees that it is aware of electrical requirements relating to dedicated circuit and plug configurations; additional information can be found in the owner's manual.

PAYMENT:

Payment is 50% down at time of order, 40% prior to delivery and 10% upon install. All invoices not paid when due shall bear interest at 1.5% per month or the highest rate allowed by law until paid in full. Fitnessmith reserves the right to exercise any of its lawful remedies if Buyer does not make payment when due. Without limiting the provisions of the immediately preceding sentence, Buyer's failure to pay any invoice for the products and/or services when due shall entitle Fitnessmith to delay installation of orders placed by Buyer and, at Fitnessmith's option, to cancel any pending orders placed by Buyer. Fitnessmith shall have the right to offset and deduct from any amounts due Buyer all sums owing from Buyer to Fitnessmith. To secure the payment and performance of all obligations due and owed by Buyer to Fitnessmith hereunder, Buyer hereby grants Fitnessmith a Uniform Commercial Code purchase money security interest in products purchased from Fitnessmith hereunder and proceeds there from. This Agreement constitutes a security agreement between Buyer, as debtor, and Fitnessmith, as secured party, under the Uniform Commercial Code, and Fitnessmith has the rights and remedies of a secured party hereunder. Buyer hereby appoints Fitnessmith as its attorney in fact to execute such financing statements as may be required, from time to time, to perfect the security interest granted herein. Fitnessmith may, upon default from Buyer, require Buyer to assemble the products and make them legally available to Fitnessmith for repossession, including reasonable access to the facilities of Buyer, and Fitnessmith shall be entitled to all reasonable expenses of repossession, including reasonable attorney's fees incurred in connection therewith. There will be a \$35.00 service charge for each returned check.

TERMINATION:

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Buyer may not terminate this Agreement except by giving Fitnessmith thirty (30) days prior written notice. Upon termination, Buyer will be obligated to pay Fitnessmith immediately any and all outstanding balances as of the date of termination.

MISCELLANEOUS:

Delivery dates set forth in any sales order or any confirmation thereof shall be determined to be estimates only. Fitnessmith shall not be liable for delays in performance of any of its obligations under this Agreement if such failure is caused by the occurrence of any contingency beyond its reasonable control, including but not limited to acts of God, strikes and other industrial disturbances, failure of raw material vendors, terrorism, failure of transport, accidents, wars, riots, insurrections, or orders of government agencies. Performance shall be resumed as soon as possible after cessation of such cause. No failure or delay on the part of either party in exercising any right or remedy hereunder will operate as waiver thereof, nor will any or a single or partial exercise of any such right or remedy preclude any other or further exercise thereof of any other right or remedy. No provision of this Agreement may be waived except in a writing signed by the party granting such waiver. Except as specified herein, all notices, communications and reports required or permitted pursuant to this Agreement shall be in writing, and the same shall be given and shall be deemed to be have been delivered and received on the date served, if personally delivered and three (3) days after mailing, if placed in the United States Mail, postage prepaid, certified mail addressed to the parties at the address set forth below or at such other addresses as may be specified hereafter in writing in accordance with this Section. Severability. In the event that any one or more of the provisions or parts of any provision, contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any aspect by a court of competent jurisdiction, the same shall not invalidate or otherwise affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision, or part of any provision, had never been contained herein. Applicable Law; Personal Jurisdiction; Venue. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Florida. All parties to this Agreement agree to submit to personal jurisdiction in the County of Palm Beach, State of Florida, United States of America. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in the applicable Federal or state court in the County of Boynton Beach, State of Florida, United States of America. Section Headings. The section headings contained herein are for convenience only and are not intended to affect the meaning or interpretation of this Agreement. This Agreement does not constitute Buyer to be a partner, employee, agent, franchisee of or in joint venture with Fitnessmith nor does this Agreement authorize Buyer to represent or act for Fitnessmith in any manner. Buyer will have no right or authority to assume or create any obligation of any kind, express or implied, on behalf of Fitnessmith nor may Buyer bind Fitnessmith in any way whatsoever. Buyer acknowledges that is has not paid Fitnessmith any sum of money or any other consideration as a franchise fee or as a condition to signing this Agreement. In the event of any voluntary proceedings in bankruptcy or insolvency by or against Buyer, or in the event of the appointment, with or without Buyer's consent, of an assignee for the benefit of creditors or a receiver, Fitnessmith shall be entitled to cancel any unfilled part of Buyer's purchase without any liability whatsoever. Entire Agreement. The entire agreement between the parties is set forth herein and supersedes all prior discussions and agreements between the parties relating to the subject matter hereof. There are no representations, warranties, covenants, agreements or collateral understanding, oral or otherwise, expressed or implied, affecting this Agreement which are not expressly set forth herein. This Agreement shall not be supplemented or modified by any course of dealing or trade usage. Attorney's Fees. If any party institutes any action or proceeding, the prevailing party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees (including pre-judgment and post-judgment) and costs.

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Acceptance (If signing below, ALL Quote pages must be returned to Fitnessmith to constitute a valid Purchase Order.)

I have read and agree to the Terms and Conditions. Please accept this signed quotation as a purchase order and acceptance of the price, terms, and conditions above.

Company Name: GIBSON-BETHEL COMMUNITY CENTER

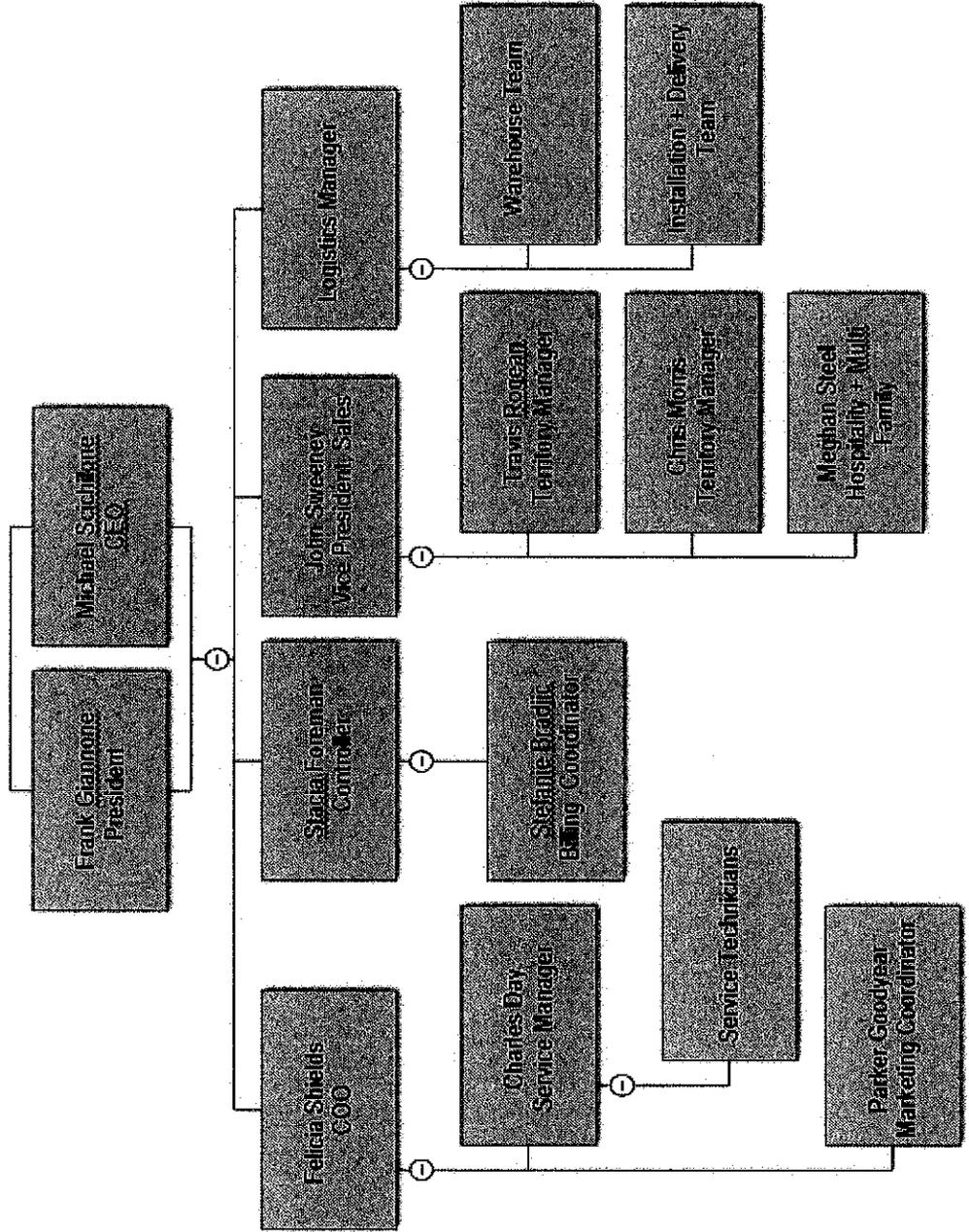
Signature

Date

Print Name

Title

FITNESSMITH





**REFERENCE CHECK:
EXERCISE EQUIPMENT**

PREPARED BY: PURCHASING DEPARTMENT

VENDOR: Centurion Partners Health & Fitness d/b/a Fitnessmith

DATE: 04/06/16

REFERENCE: City of Coconut Creek

CONTACT: Jacqui Pomerantz

1. **How is the vendor's quality of work?**
Their quality of work is exceptional, very thorough and professional.
2. **Were projects completed within established timeframes; on-time and on budget?**
All projects were completed in the time required and within the allotted budget.
3. **Was the number and type of change orders requested in line with the project?**
Everything requested was in line with the project.
4. **How is the vendors Response Time and communication with staff?**
Response time is impeccable and constant communication was provided.
5. **What was the project scope/agreement and project value?**
The agreement was assist us in designing a floor plan for the new fitness center. Then move all the existing equipment down stairs to the new fitness center, discard old equipment and provide new pieces of equipment. The project value for this vendor was \$50,000.



**REFERENCE CHECK:
EXERCISE EQUIPMENT**

PREPARED BY: PURCHASING DEPARTMENT

VENDOR: Centurion Partners Health & Fitness d/b/a Fitnessmith

DATE: 04/06/16

REFERENCE: Rocket Fitness

CONTACT: Jim McCormick

1. How is the vendor's quality of work?

Excellent

2. Were projects completed within established timeframes; on-time and on budget?

yes

3. Was the number and type of change orders requested in line with the project?

no

4. How is the vendors Response Time and communication with staff?

Jim and Michael have always been professional.

5. What was the project scope/agreement and project value?

yes

The business people at Centurion U a number of years ago they have always been classy, helpful and straightforward.

Jim McCormick

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Limited Liability Company**

CENTURION PARTNERS HEALTH AND FITNESS, LLC

Filing Information

Document Number	L13000039419
FEI/EIN Number	46-2293242
Date Filed	03/15/2013
State	FL
Status	ACTIVE

Principal Address3610 Quantum Blvd.
Boynton Beach, FL 33426

Changed: 10/17/2013

Mailing Address3610 Quantum Blvd.
Boynton Beach, FL 33426

Changed: 10/17/2013

Registered Agent Name & AddressGIANNONE, FRANK
3610 Quantum Blvd
Boynton Beach, FL 33426

Address Changed: 01/16/2014

Authorized Person(s) Detail**Name & Address**

Title MGR

CENTURION CAPITAL PARTNERS, LLC
6500 E ROGERS CIRCLE
BOCA RATON, FL 33487

Title Manager

Scichilone, Michael
3610 Quantum Blvd.

Boynton Beach, FL 33426

Annual Reports

Report Year	Filed Date
2014	01/16/2014
2015	01/15/2015
2016	03/02/2016

Document Images

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<u>03/15/2013 -- Florida Limited Liability</u>	View image in PDF format

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State of Florida, Department of State

2016 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L13000039419

Entity Name: CENTURION PARTNERS HEALTH AND FITNESS, LLC

Current Principal Place of Business:

3610 QUANTUM BLVD.
BOYNTON BEACH, FL 33426

Current Mailing Address:

3610 QUANTUM BLVD.
BOYNTON BEACH, FL 33426 US

FEI Number: 46-2293242

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GIANNONE, FRANK
3610 QUANTUM BLVD
BOYNTON BEACH, FL 33426 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name CENTURION CAPITAL PARTNERS,
LLC
Address 6500 E ROGERS CIRCLE
City-State-Zip: BOCA RATON FL 33487

Title MANAGER
Name SCICHLONE, MICHAEL
Address 3610 QUANTUM BLVD.
City-State-Zip: BOYNTON BEACH FL 33426

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: STACIA FOREMAN

CONTROLLER

03/02/2016

Electronic Signature of Signing Authorized Person(s) Detail

Date

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

FRANK GIA, INC.

Filing Information

Document Number	P98000107304
FEI/EIN Number	65-0894590
Date Filed	12/29/1998
Effective Date	01/01/1999
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	11/07/2013
Event Effective Date	NONE

Principal Address3610 QUANTUM BLVD
BOYNTON BEACH, FL 33426

Changed: 08/13/2013

Mailing Address3610 QUANTUM BLVD
BOYNTON BEACH, FL 33426

Changed: 08/13/2013

Registered Agent Name & AddressGIANNONE, FRANK
9072 VILLA PORTOFINO CIRCLE
BOCA RATON, FL 33496

Name Changed: 05/10/1999

Address Changed: 01/22/2004

Officer/Director Detail**Name & Address**

Title PD

GIANNONE, FRANK

9072 VILLA PORTOFINO CIRCLE
BOCA RATON, FL 33496

Title STD

GIANNONE, SHERRI
9072 VILLA PORTOFINO CIRCLE
BOCA RATON, FL 33496

Annual Reports

Report Year	Filed Date
2014	01/16/2014
2015	02/23/2015
2016	03/02/2016

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<u>08/17/2000 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/10/1999 -- Reg. Agent Change</u>	View image in PDF format
<u>12/29/1998 -- Domestic Profit</u>	View image in PDF format

2016 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P98000107304

Entity Name: FRANK GIA, INC.

Current Principal Place of Business:

3610 QUANTUM BLVD
BOYNTON BEACH, FL 33426

Current Mailing Address:

3610 QUANTUM BLVD
BOYNTON BEACH, FL 33426

FEI Number: 65-0894590

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GIANNONE, FRANK
9072 VILLA PORTOFINO CIRCLE
BOCA RATON, FL 33496 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PD
Name GIANNONE, FRANK
Address 9072 VILLA PORTOFINO CIRCLE
City-State-Zip: BOCA RATON FL 33496

Title STD
Name GIANNONE, SHERRI
Address 9072 VILLA PORTOFINO CIRCLE
City-State-Zip: BOCA RATON FL 33496

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: FRANK GIANNONE

PRESIDENT

03/02/2016

Electronic Signature of Signing Officer/Director Detail

Date

Member Name City of South Miami
RFP-RFP #PR2016-05-0-
Bid Number 2016/SK

Purchase and Installation of
Fitness Center Equipment at
the Gibson-Bethel
Community Center

Bid Name

4 Document(s) found for this bid

76 Notified; 5 Planholder(s) found.

Supplier Name	Address 1	City	State	Zip	Phone	Fax	Attributes
Busy Body/Gyms To Go	910 SW 2nd Pl	Pompano Beach	FL	33069	5617236536	9547811787	
Fitnessmith			AB				
Link Systems LLC	5870 Hummingbird Court	Titusville	FL	32780	4074010031	1111111111	1. Small Business
M-f Athletic Co	P O Box 8090	Cranston	RI	02920	8005567464	8006826950	1. Small Business
Promaxima Manufacturing	5310 Ashbrook Drive	Houston	TX	77081	8002316652	7136679941	

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared OCTELMA V. FERBEYRE, who on oath says that he or she is the VICE PRESIDENT, Legal Notices of the Miami Daily Business Review /i/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

CITY OF SOUTH MIAMI - RFP #PR2016-05

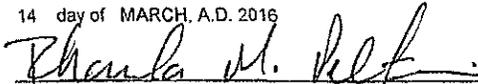
in the XXXX Court,
was published in said newspaper in the issues of

03/14/2016

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

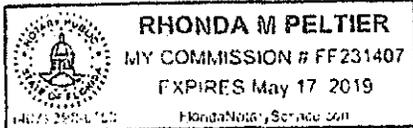


Sworn to and subscribed before me this
14 day of MARCH, A.D. 2016



(SEAL)

OCTELMA V. FERBEYRE personally known to me



CITY OF SOUTH MIAMI
"PURCHASE AND INSTALLATION OF
FITNESS CENTER EQUIPMENT AT THE
GIBSON-BETHEL COMMUNITY CENTER"
RFP #PR2016-05

The City is hereby requesting sealed proposals in response to this RFP #PR2016-05, "Purchase and Installation of Fitness Center Equipment at the Gibson-Bethel Community Center." The purpose of this Solicitation is to contract for the services necessary for the completion of the project in accordance with the plans and/or specifications, if any, described in this Solicitation (hereinafter referred to as "the Project" or "Project").

Interested persons who wish to respond to this Solicitation can obtain the complete Solicitation package at the City Clerk's office Monday through Friday from 9:00 a.m. to 4:00 p.m. or by accessing the following webpage: <http://www.southmiamifl.gov/> which is the City of South Miami's web address for solicitation information.

Sealed Proposals must be received by Office of the City Clerk, either by mail or hand delivery, no later than 10:00 a.m. local time on March 31, 2016. Hand delivery must be made during normal business days and hours of the office of City Clerk. A public opening will take place at 10:00 a.m. on the same date in the City Commission Chambers located at City Hall, 6130 Sunset Drive, South Miami 33143. Any Proposal received after 10:00 a.m. local time on said date will not be accepted under any circumstances.

A Non-Mandatory Pre-Proposal Meeting will be conducted at the City of South Miami's Gibson-Bethel Community Center located at 5800 SW 66th Street, South Miami, FL 33143 on March 22, 2016 2016 at 10:00 a.m. The conference shall be held regardless of weather conditions.

Maria M. Menendez, CMC
City Clerk
City of South Miami

3/14

16-98/0000090684M