

**AGREEMENT FOR  
THE PURCHASE AND INSTALLATION OF GYM EQUIPMENT  
BETWEEN  
THE CITY OF FORT LAUDERDALE  
AND  
CENTURION PARTNERS HEALTH AND FITNESS, LLC D/B/A FITNESSMITH**

THIS AGREEMENT for the Purchase and Installation of Gym Equipment ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **City of Fort Lauderdale**, a Florida municipality, ("City"), whose address is 101 Northeast 3<sup>rd</sup> Avenue, Suite 2100, Fort Lauderdale, Florida, 33301, and **Centurion Partners Health and Fitness, LLC d/b/a Fitnessmith**, a Florida corporation, ("Contractor"), whose address is 3610 Quantum Blvd., Boynton Beach, Florida 33426, Email: jmattson@fitnessmith.com, Phone: (561) 529-5590.

WHEREAS, the City and the Contractor wish to enter into an Agreement for the purchase, delivery, and installation of GYM EQUIPMENT based on an agreement between Broward County Public Schools and Centurion Partners Health and Fitness, LLC d/b/a Fitnessmith, Contract No. FY22-128 with a contract period beginning October 31, 2021 and ending October 31, 2025.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to supply, deliver, and install gym equipment, including any ancillary work, as necessary, in accordance with the terms and conditions of Broward County Public Schools Contract No. FY22-128, attached hereto and incorporated herein as Exhibit "A", and at the prices set forth in Quote No. 022716 attached as Exhibit "B" and incorporated herein.
2. Except with regard to the proposal solicitation process, the term "School Board of Broward County (SBBC) Schools" as set forth in the Broward County Public Schools Contract No. FY22-128, where context permits, shall mean the City of Fort Lauderdale.
3. The term of this Agreement shall be conterminous with the Broward County Public Schools Contract No. FY22-128 and shall end on October 31, 2025.

Notice to the City shall be as follows:

City Manager  
City of Fort Lauderdale  
101 NE 3<sup>rd</sup> Avenue, Suite 2100  
Fort Lauderdale, Florida 33301

With a copy to:

City Attorney  
City of Fort Lauderdale  
1E Broward Boulevard, Suite 1320  
Fort Lauderdale, Florida 33301

Notice to the Contractor shall be as follows:

Jason Mattson  
Director of Business Development  
Centurion Partners Health and Fitness LLC d/b/a Fitnessmith  
3610 Quantum Blvd.  
Boynton Beach, Florida 33426

4. The City's General Terms and Conditions for Piggyback and Cooperative Contracts and Insurance Requirements are incorporated herein.
5. In the event of a conflict between or among the contract documents or any ambiguity or missing specifications or instruction, the following priority is established:
  - A. First, this Agreement for the Purchase and Installation of Gym Equipment.
  - B. Second, the City's General Conditions and Insurance Requirements.
  - C. Third, Broward County Public Schools Contract No. FY22-128 (Exhibit A).
  - D. Fourth, Quote No. 022716 (Exhibit B).
6. The City may cancel this Agreement upon written notice to the Contractor in the event the Contractor fails to perform the services as described in this Agreement within thirty (30) days following written notice to the Contractor.

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IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**CITY**

CITY OF FORT LAUDERDALE, a Florida  
municipal corporation.

By: \_\_\_\_\_  
RICKELLE WILLIAMS  
City Manager

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

ATTEST:

By: \_\_\_\_\_  
DAVID R. SOLOMAN  
City Clerk

Approved as to Legal Form and Correctness:  
D'Wayne M. Spence, Interim City Attorney

By: \_\_\_\_\_  
RHONDA MONTOYA HASAN  
Senior Assistant City Attorney

**CONTRACTOR**

**CENTURION PARTNERS HEALTH AND FITNESS, LLC d/b/a FITNESSMITH**, a Florida profit corporation.

WITNESSES:

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
JASON MATTSON  
Director of Business Development

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

ATTEST:

(CORPORATE SEAL)

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by **Jason Mattson**, as **Director of Business Development**, for **Centurion Partners Health and Fitness, LLC d/b/a Fitnessmith**, a Florida profit corporation.

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned  
Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_



## **BOND AND INSURANCE REQUIREMENTS**

Performance Bond: Public Construction and Other Bonds: The Contractor is exempt from the requirement to furnish Public Construction or Performance and Payment Bonds ("Bond"), each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents, in accordance with Section 255.05 (1)(d), Florida Statutes (2024), as may be amended or revised.

### Insurance:

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

### Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by

or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

#### Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

#### Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

#### Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the

expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
401 SE 21st Street  
Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

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[GENERAL CONDITIONS FOLLOW]**

**CITY OF FORT LAUDERDALE**  
**GENERAL CONDITIONS for PIGGYBACK & CO-OP CONTRACTS**

These conditions are standard for all piggyback, local, state, or national cooperative procurement organization, federal General Services Administration, and State of Florida contracts for the purchase of goods or services by the City of Fort Lauderdale.

**PART I CONDITIONS:**

1.01 DELIVERY: Time will be of the essence for any orders placed. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.02 PACKING SLIPS: It will be the responsibility of the Contractor to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.03 PAYMENT TERMS AND CASH DISCOUNTS: Payment terms will be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last.

1.04 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS: The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.  
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### 1.05 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent agreement.

#### 1.06 SCRUTINIZED COMPANIES

Prohibition Against Contracting With Scrutinized Companies: Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a

list created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

#### 1.07 DEBARRED OR SUSPENDED CONTRACTORS

The Contractor certifies that neither it nor any of its principals or subcontractors are presently debarred or suspended by any federal department or agency.

### Part II TAXES:

2.01 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.

### PART III BONDS AND INSURANCE

3.01 PERFORMANCE BOND: If a performance bond is required by the Agreement, as a condition precedent to the effectiveness of the Agreement, the Contractor shall within fifteen (15) working days after the commencement date of the Agreement, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in the Agreement as surety for faithful performance under the terms and conditions of the Agreement. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both Parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

3.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in the Agreement.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this Agreement. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the

City's Risk Manager if circumstances change or adequate protection of the City is not presented. The Contractor agrees to abide by such modifications.

#### PART IV PURCHASE ORDER AND CONTRACT TERMS:

4.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with contract specifications. Items delivered which do not conform to contract specifications may be rejected and returned at Contractor's expense. Any violation resulting in termination of the Agreement for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Contractor's name being removed from the City's bidder's mailing list for a specified period and Contractor will not be recommended for any agreement during that period.
- All City Departments being advised to refrain from doing business with the Contractor.
- All other remedies in law or equity.

4.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered pursuant to the Agreement shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Agreement, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

4.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

4.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Contractor certifies that Contractor will supply only material or equipment that is 100% asbestos free.

4.05 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

4.06 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as



officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the Agreement, and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor.

**4.07 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

**4.08 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

**4.09 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel the Agreement by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

**4.10 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**4.11 RECORDS/AUDIT:** The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The Contractor agrees to make available to the City Auditor or the City

Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this Agreement. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the Agreement and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the Agreement are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

4.12 PERMITS, TAXES, LICENSES: The successful Contractor shall, at Contractor's own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this Agreement.

4.13 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this Agreement.

4.14 NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, age, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

The following subparagraphs apply to any agreement for the purchase of goods or services exceeding one hundred thousand dollars (\$100,000.00):

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2024), as may be amended or revised, ("Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

4.15 ELIGIBILITY: If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into an agreement with the City.

4.16 PATENTS AND ROYALTIES: The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the Agreement, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the Work.

4.17 ASSIGNMENT: Contractor shall not transfer or assign the performance required by the Agreement without the prior written consent of the City. The Agreement and the monies which may become due hereunder are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original approval.

4.18 GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

#### 4.19 PUBLIC RECORDS

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

4.20 WARRANTIES OF USAGE: Any quantities listed in this Agreement are estimates. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

#### 4.21 E-VERIFY

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the Agreement with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(5), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(5), Florida Statutes (2024), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. An Agreement terminated under Sections 448.095(5)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(5)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(e), Florida Statutes (2024), as maybe amended or revised, to include all of the requirements of this Section in its subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(e), Florida Statutes (2024), as maybe amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

#### 4.22 ANTI-HUMAN TRAFFICKING:

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

#### 4.23 FOREIGN COUNTRIES OF CONCERN:

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2024), as may be amended or revised.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



# PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505  
EMAIL: [PurchasingHelpDesk@BrowardSchools.com](mailto:PurchasingHelpDesk@BrowardSchools.com) [www.BrowardSchools.com/PWS](http://www.BrowardSchools.com/PWS)

## EXHIBIT A

### CONTRACT AWARD DETAILS (CAD)

Contract Number: FY22-128 (Previous Contract Number: 16-097N)  
Contract Title: **Gym Equipment**  
Bid Type: Invitation to Bid (ITB)  
Commodity: ACS (Academics Student Services)  
Material Group: **93111 Athletic Supplies/Equipment MTCE. & Repair;**  
**805 Athletic Supplies: PE, Track & Sporting Goods**  
Contract Value: \$1,937,124  
  
Contract Start Date: October 31, 2021  
Contract Expiration Date: October 31, 2025  
Renewal Options: Two (2) One-Year Periods

#### Broward County School Board Point of Contact Information:

Procurement Department	
For contract, pricing, fulfillment, quality concerns or questions email:	For purchase order processing, requisition, purchase order status questions or concerns email:
Maya Balseca Purchasing Agent <a href="mailto:maya.balseca@browardschools.com">maya.balseca@browardschools.com</a>	Dena M. Lomando Purchasing Agent <a href="mailto:dena.lomando@browardschools.com">dena.lomando@browardschools.com</a>
Office of Athletics & Student Activities	
Patricia Brown Director <a href="mailto:patricia.ann.brown@browardschools.com">patricia.ann.brown@browardschools.com</a>	

#### Background:

The Bid would provide individual schools the opportunity to replace/renew gym equipment at their perspective locations. Vendors will provide a catalog of goods for schools to choose from to enhance their athletic and student activities program at their prospective schools.

#### Method of Award (MOA):

In order to meet the needs of SBBC, each **ITEM**, shall be awarded up to one primary and one alternate responsive and responsible Bidders meeting specifications, terms and conditions. The Awardee providing the greatest educational discount for an item shall be considered the primary vendor and should receive the largest volume of work. SBBC reserves the right to procure goods from the vendor providing the second greatest educational discount if: a) the primary vendor cannot comply with delivery requirements or specifications; b) the primary vendor is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; or d) if it is in the best interest of SBBC.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 21 and 58.



# PROCUREMENT & WAREHOUSING SERVICES

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EMAIL: [PurchasingHelpDesk@BrowardSchools.com](mailto:PurchasingHelpDesk@BrowardSchools.com)

[www.BrowardSchools.com/PWS](http://www.BrowardSchools.com/PWS)

## Awarded Vendors and Contract Pricing:

Contact Information	Item(s) Numbers Primary Awardee	Item(s) Numbers Alternate Awardee
<b>Vendor # 103294</b> Centurion Partners Health and Fitness LLC d/b/a Fitnessmith 3610 Quantum Blvd., Boynton Beach, FL 33426  Contact: Jason Mattson jmattson@fitnessmith.com (561) 529-5590   (561) 670-9466	2, 3, 7, 8, 9, 10, 12, 17, 18, 19, 21, 33, 34, 35, 36, 37, 38, 39, 41, 42, 43, 44, 45, 46, 47, 49	
<b>Vendor # 141649</b> Commercial Fitness Products Inc 5034 N. Hiatus Road, Sunrise, FL 33351  Contact: Fred Morrill fred@commfitnessproducts.com (904) 254-9162	14, 25	19
<b>Vendor # 129176</b> MFAC, LLC 1600 Division Road, West Warwick, Rhode Island 02893  Contact: Jennifer Lachapelle mfathletic@mfathletic.com (800) 556-7464 ext.145   (800) 667-9363	15, 26, 27	7, 10, 14, 25, 33, 35, 38, 39, 49

## S/M/WBE Goal and Vendors:

None.

## Delivery Requirements:

All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBBC administration is closed

## Contract Addendum and Contract Change Log:

The primary purpose of the log is to record/track each procurement action from the date of initial award (this includes amendments, modifications, addition/deletion of award items, contract modifications, contract renewals, vendor information changes, etc.). This log eliminates the requirement to issue separate award sheet addendum. The following amendments/changes have been implemented subsequent to the award of this contract.

Event No.	Date Issued	Description	Purchasing Agent
1	9/14/21	Board approved as item OO-23 with \$1,937,124 spending authority	Neda Augusto
2	10/2024	Memo Renewal approved 10/2/24 for term 11/1/2024 through 10/31/2024	Maya Balseca



# PROCUREMENT & WAREHOUSING SERVICES

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[www.BrowardSchools.com/PWS](http://www.BrowardSchools.com/PWS)

LEGEND:

(P)

Primary Awardee

(A)

Alternate Awardee

NOTE: FL Bidder's Preference applied to discounts as indicated in <RED> for award determination purposes only.

Item #	Manufacturer	CENTURON PARTNERS HEALTH AND FITNESS, LLC D/B/A FITNESSMITH [Boynton Beach, FL]	COMMERCIAL FITNESS PRODUCTS INC [Sunrise, FL]	LIFE FITNESS, LLC [Rosemont, IL]	MFAC, LLC [West Warwick, RI]	PROMAXIMA MANUFACTURING LLC [Houston, TX]
1	ABCORE	20%	No Bid	No Bid	No Bid	No Bid
2	BATCA	(P) 20%	No Bid	No Bid	No Bid	No Bid
3	BODY SOLID	(P) 20%	No Bid	No Bid	No Bid	No Bid
4	BRUNWICK BILLARDS	No Bid	No Bid	(P) 20%	No Bid	No Bid
5	CAP BARBELL	No Bid	No Bid	No Bid	No Bid	No Bid
6	CHAMPION BARBELL	No Bid	No Bid	No Bid	No Bid	No Bid
7	CONCEPT II	(P) 5% OFFER <5% + 5% = 10%>	No Bid	No Bid	(A) 10%	No Bid
8	CYBEX	(P) 20% OFFER <20% + 5% = 25%>	No Bid	(A) 25%	No Bid	No Bid
9	CYBEX/TROTTER	(P) 20%	No Bid	No Bid	No Bid	No Bid
10	DYNAMIC FITNESS	(P) 20%	No Bid	No Bid	(A) 10%	No Bid
11	ELITE	No Bid	No Bid	No Bid	No Bid	No Bid
12	EXPRESSO/IFH	(P) 20%	No Bid	No Bid	No Bid	No Bid
13	FITNESSMITH	No Bid	No Bid	No Bid	No Bid	No Bid
14	FREE MOTION/CARIO	No Bid	12% (P)	No Bid	(A) 10%	No Bid
15	GILL	No Bid	No Bid	No Bid	(P) 10%	No Bid
16	HAMMER STRENGTH	No Bid	No Bid	(P) 20%	No Bid	No Bid
17	HAMPTON	(P) 20%	No Bid	No Bid	No Bid	No Bid
18	HOIST	(P) 20%	No Bid	No Bid	No Bid	No Bid
19	INFLIGHT FITNESS	(P) 20%	15% (A)	No Bid	No Bid	No Bid
20	IN MOVEMENT	No Bid	No Bid	No Bid	No Bid	No Bid
21	INTENZA	(P) 20%	No Bid	No Bid	No Bid	No Bid





# PROCUREMENT & WAREHOUSING SERVICES

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Item #	Manufacturer	CENTURON PARTNERS HEALTH AND FITNESS, LLC D/B/A FITNESSMITH [Boynton Beach, FL]	COMMERCIAL FITNESS PRODUCTS INC [Sunrise, FL]	LIFE FITNESS, LLC [Rosemont, IL]	MFAC, LLC [West Warwick, RI]	PROMAXIMA MANUFACTURING LLC [Houston, TX]
22	IRON GRIP	No Bid	No Bid	No Bid	No Bid	No Bid
23	LIFE FITNESS	No Bid	No Bid	(P) 25%	No Bid	No Bid
24	LIFECORE	No Bid	No Bid	No Bid	No Bid	No Bid
25	MATRIX FITNESS	No Bid	20% (P)	No Bid	(A) 10%	No Bid
26	M-F ATHLETICS	20%	No Bid	No Bid	(P) 10%	No Bid
27	NAUTILUS	No Bid	No Bid	No Bid	(P) 10%	No Bid
28	NORDIC TRACK	20%	No Bid	No Bid	No Bid	No Bid
29	OCTANE	No Bid	No Bid	No Bid	No Bid	No Bid
30	PRECOR	No Bid	No Bid	No Bid	No Bid	No Bid
31	PROMAXIMA	No Bid	No Bid	No Bid	40%	(P) 1% -35%
32	SCHUTT	No Bid	No Bid	No Bid	No Bid	No Bid
33	SCHWINN	(P) 20%	No Bid	No Bid	(A) 10%	No Bid
34	SCIFIT	(P) 20% OFFER <20% + 5% = 25%>	No Bid	(A) 25%	No Bid	No Bid
35	SPIRIT	(P) 20%	No Bid	No Bid	(A) 10%	No Bid
36	SPRI	(P) 20%	No Bid	No Bid	No Bid	No Bid
37	STAGES	(P) 20%	No Bid	No Bid	No Bid	No Bid
38	STAIRMASTER	(P) 20%	No Bid	No Bid	(A) 10%	No Bid
39	STAR TRAC	(P) 20%	No Bid	No Bid	(A) 10%	No Bid
40	TECHNO GYM	No Bid	No Bid	No Bid	No Bid	No Bid
41	THROWDOWN	(P) 20%	No Bid	No Bid	No Bid	No Bid
42	TORQUE	(P) 20%	No Bid	No Bid	No Bid	No Bid
43	TROY	(P) 20%	No Bid	No Bid	No Bid	No Bid
44	TROY BARBELL	(P) 20%	No Bid	No Bid	No Bid	No Bid
45	TRUE FITNESS	(P) 20%	No Bid	No Bid	No Bid	No Bid
46	TRX	(P) 20% OFFER <20% + 5% = 25%>	16% OFFER <16% + 5% = 21%>	(A) 25%	10%	No Bid
47	TUFF STUFF	(P) 20%	No Bid	No Bid	No Bid	No Bid
48	ULTRA FIT	No Bid	No Bid	No Bid	No Bid	No Bid
49	VERSA CLIMBER	(P) 5% OFFER <5% + 5% = 10%>	No Bid	No Bid	(A) 10%	No Bid
50	WILSON	No Bid	No Bid	No Bid	No Bid	No Bid
51	WORLD SPORTING GOODS	No Bid	No Bid	No Bid	No Bid	No Bid

FITNESSMITH



DESIGN | PROCURE | INSTALL

EXHIBIT B

# PROJECT PROPOSAL

YOUR VISION. OUR MISSION





## BROWARD COUNTY SCHOOL BOARD CONTRACT -

### Prepared by:

**Fitnessmith**

Jason Mattson  
(561) 529-5590  
Fax (561) 997-8788  
jmattson@fitnessmith.com

### Prepared for:

**FORT LAUDERDALE POLICE  
DEPARTMENT**

1300W Broward Blvd  
Fort Lauderdale, FL 33312  
CHIEF SCHULTZ

ncoffin@flpd.gov

### Quote Information:

**Quote #: 022716**

Version: 1  
Delivery Date: 01/02/2025  
Expiration Date: 01/31/2025

### Cardio

Description	List Price	Customer Price	Qty	Ext. Price
STAR TRAC 10 SERIES FREERUNNER TREADMILL 110V, W/LCD QUICK KEYS	\$14,499.00	\$11,599.20	3	\$34,797.60
STAIRMASTER JACOBS LADDER X	\$7,295.00	\$5,836.00	1	\$5,836.00
STAIRMASTER 10G SERIES GAUNTLET W/ LCD	\$13,299.00	\$10,639.20	2	\$21,278.40
STAIRMASTER HIIT ROWER	\$2,099.00	\$1,199.00	1	\$1,199.00

**Subtotal: \$63,111.00**

### Strength

Description	List Price	Customer Price	Qty	Ext. Price
SELECTORIZED				
TRUE PALLADIUM PEC FLY/REAR DELT, ACRYLIC SHROUD, STANDARD STACK 260LB	\$6,299.00	\$5,039.20	1	\$5,039.20
TRUE PALLADIUM LEG EXTENSION, ACRYLIC SHROUD, STANDARD STACK 260LB	\$5,799.00	\$4,639.20	1	\$4,639.20
TRUE PALLADIUM SEATED LEG CURL, ACRYLIC SHROUD, STANDARD STACK 260LB	\$5,999.00	\$4,799.20	1	\$4,799.20
TRUE PALLADIUM INNER/OUTER THIGH ACYRLIC SHROUDS, STANDARD STACK 260LB	\$5,799.00	\$4,639.20	1	\$4,639.20
JUNGLE GYM				
TRUE PALLADIUM MODULAR SYSTEM-4 SIDED FRAME WITH CABLE CROSSOVER 250LB	\$7,699.00	\$6,159.20	1	\$6,159.20
TRUE PALLADIUM MODULAR SYSTEM-SINGLE ADJ CABLE COLUMN 250LB RESISTANCE	\$2,510.00	\$2,008.00	1	\$2,008.00
TRUE PALLADIUM MODULAR SYSTEM-LAT PULLDOWN 310LB	\$3,030.00	\$2,424.00	1	\$2,424.00

# FITNESSMITH



## Strength

Description	List Price	Customer Price	Qty	Ext. Price
TRUE PALLADIUM MODULAR SYSTEM-SEATED ROW 310LB	\$3,670.00	\$2,936.00	1	\$2,936.00
TRUE MODULAR FRONT SHROUDS FOR 4 SIDE FRAME	\$1,699.00	\$1,199.00	1	\$1,199.00
PLATE LOADED / FREEWEIGHT				
TRUE PALLADIUM PLATE LOADED SEATED ROW	\$3,999.00	\$2,599.00	1	\$2,599.00
TRUE PALLADIUM PLATE LOADED INCLINE CHEST PRESS	\$3,999.00	\$2,599.00	1	\$2,599.00
TRUE PALLADIUM PLATE LOADED CHEST PRESS	\$3,999.00	\$2,599.00	1	\$2,599.00
TRUE PALLADIUM PLATE LOADED SHOULDER PRESS	\$3,999.00	\$2,599.00	1	\$2,599.00
TRUE LEG PRESS	\$6,199.00	\$3,999.00	1	\$3,999.00
TRUE 10 PAIR DUMBBELL RACK (RACK ONLY)	\$1,499.00	\$999.00	2	\$1,998.00
TRUE FLAT/INCLINE/DECLINE BENCH	\$1,199.00	\$799.00	3	\$2,397.00
CUSTOM HIIT TORQUE RACK - FREESTANDING				
CUSTOM TORQUE HIIT UNIT - FREESTANDING (INCLUDES ALL ACCESSORIES) QT# 75402	\$14,499.00	\$11,599.20	1	\$11,599.20
THROWDOWN COLLAPSIBLE SLED - SILVER/TEXTURED BLACK	\$439.00	\$399.00	1	\$399.00
TORQUE TRIPLE PLYO, 20-24-30 INTERNATIONAL	\$742.00	\$399.00	1	\$399.00
HALF RACKS / PLATFORMS				
ULTRA PRO G2 8' HALF RACK 700102-99	\$4,610.00	\$2,999.00	2	\$5,998.00
CUSTOM CHARGE FOR UPRIGHT WRAP LOGO DESIGN	\$300.00	\$199.00	1	\$199.00
CHARGE FOR COLORED BACK PLATES BEHIND UPRIGHT WRAP	\$80.00	\$55.00	4	\$220.00
DYNAMIC ULTRA PRO HEAVY DUTY PEG STORAGE HOOK (PAIR)	\$286.00	\$199.00	2	\$398.00
DYNAMIC ULTRA PRO RECEPTACLE & LANDMINE COMBINATION	\$240.00	\$160.00	2	\$320.00
DYNAMIC ULTRA PRO BOLT ON BAND PEGS (PAIR)	\$176.00	\$115.00	2	\$230.00
DYNAMIC TITAN ADJUSTABLE STAND UP LADDER BENCH	\$1,264.00	\$850.00	2	\$1,700.00
DYNAMIC SLIP COVER FPAD-001	\$120.00	\$80.00	2	\$160.00
CONNECTOR DOUBLE BAR 71" W/ SUSPENSION HANGER BAR XM71ML-0005-LOGO99	\$1,360.00	\$899.00	1	\$899.00
DYNAMIC FITNESS CUSTOM CHARGE FOR LOGO DESIGN	\$200.00	\$130.00	1	\$130.00

# FITNESSMITH



## Strength

Description	List Price	Customer Price	Qty	Ext. Price
DYNAMIC HALF RACK 4 X 8 X 3 PLATFORM W/ INSERT KIT W/ LOGO	\$3,550.00	\$2,399.00	2	\$4,798.00
RACK BASE SINGLE BAR HOLDER BH001-99	\$56.00	\$37.00	2	\$74.00

**Subtotal: \$80,156.20**

## Accessories

Description	List Price	Customer Price	Qty	Ext. Price
CUSTOM BARS				
DYNAMIC FITNESS 20KG OLYMPIC BAR IN BLACK ZINC WITH 28.55M DIAMETER AND 194K MINIMUM TENSIL	\$518.00	\$340.00	2	\$680.00
DYNAMIC OLYMPIC BAR 15KG-BLACK ZINC, 25MM DIA-168K MIN TENSILE (WOMEN'S BAR)	\$438.00	\$285.00	2	\$570.00
SET UP FEE - CUSTOM BAR ENDS SETUP-FEE-BAR	\$100.00	\$65.00	1	\$65.00
CUSTOM DUMBBELLS				
DUMBBELL SET URETHANE ROUND 5-100 W/ LOGO DB-URR-5-100-SET-LOGO	\$12,699.00	\$8,499.00	1	\$8,499.00
CUSTOM BUMPER PLATES				
45LB URETHANE COMPETITION BUMPER PLATE PAIR PL-BP-45B-COMP-UBLOG	\$728.00	\$475.00	6	\$2,850.00
25LB URETHANE COMPETITION BUMPER PLATE PAIR PL-BP-25B-COMP-UBLOG	\$462.00	\$300.00	6	\$1,800.00
10LB URETHANE COMPETITION BUMPER PLATE PAIR PL-BP-10-COMP-UBLOGO	\$290.00	\$190.00	6	\$1,140.00
CUSTOM RUBBER PLATES				
45LB RUBBER COMPETITION PLATE PAIR PL-BP-45B-COMPLOGO	\$480.00	\$315.00	20	\$6,300.00
25LB RUBBER COMPETITION PLATE PAIR PL-BP-25B-COMPLOGO	\$332.00	\$216.00	15	\$3,240.00
10LB RUBBER COMPETITION PLATE PAIR PL-BP-10-COMP-UBLOGO	\$290.00	\$189.00	15	\$2,835.00
5LB RUBBER CHANGE PLATE PAIR PL-BP-5B-UB-LOGO	\$92.00	\$60.00	10	\$600.00
2.5LB RUBBER CHANGE PLATE PAIR PL-BP-2.5B-UB-LOGO	\$56.00	\$37.00	10	\$370.00

**Subtotal: \$28,949.00**

# FITNESSMITH



## Services

Description	List Price	Customer Price	Qty	Ext. Price
SHIPPING CHARGES - EQUIPMENT	\$0.00	\$0.00	1	\$0.00
INSTALLATION: INSIDE DELIVERY, ASSEMBLY, TESTING, TRASH REMOVAL: (FEE IS FOR FIRST FLOOR DOUBLE DOOR ACCESS ONLY) SITE SURVEY REQUIRED FOR GUARANTEED PRICE. FITNESSMITH WILL NOT WALL MOUNT ANY EQUIPMENT, RACKS, OR RIGS.	\$0.00	\$0.00	1	\$0.00
COLOR: BLACK FRAME/CHOOSE UPHOLSTERY COLOR	\$0.00	\$0.00	1	\$0.00
THIS PROPOSAL IS PREPARED BASED ON CURRENT ECONOMIC CONDITIONS AND MANUFACTURER PRICING. PRICES MAY BE SUBJECT TO CHANGE BASED ON RISING COST OF GOODS, UNKNOWN SURCHARGES, OR ESCALATING SHIPPING AND INSTALLATION FEES.	\$0.00	\$0.00	1	\$0.00



## BROWARD COUNTY SCHOOL BOARD CONTRACT -

### Prepared by:

Fitnessmith

Jason Mattson  
(561) 529-5590  
Fax (561) 997-8788  
jmattson@fitnessmith.com

### Prepared for:

FORT LAUDERDALE POLICE  
DEPARTMENT

1300W Broward Blvd  
Fort Lauderdale, FL 33312  
CHIEF SCHULTZ

ncoffin@flpd.gov

### Quote Information:

Quote #: 022716

Version: 1  
Delivery Date: 01/02/2025  
Expiration Date: 01/31/2025

### Quote Summary

Description	Amount
Cardio	\$63,111.00
Strength	\$80,156.20
Accessories	\$28,949.00

**Total:** \$172,216.20

**Total savings: \$61,031.80**

Tax is recalculated at time of Invoice and subject to change.

### Payment Terms

Client will submit Purchase Order with payment terms of balance due at delivery of equipment to jobsite.  
Not to exceed Net 30.

We will communicate with the onsite GC on delivery date and elevator usage.

Fitnessmith will remove all of our boxes and debris from the installation.

### FORT LAUDERDALE POLICE DEPARTMENT

**Name:** CHIEF SCHULTZ

**Signature:**  
**Title:**

**Date:**

# FITNESSMITH



## **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 of 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,



# FITNESSMITH



in its sole discretion, allocate distribution of FitnessSmith's products among its customers, notwithstanding the effect such allocation may have on Buyer's outstanding orders, and FitnessSmith 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. FitnessSmith may provide reasonable notice to Buyer regarding any material delay in shipment. FitnessSmith 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. FitnessSmith may provide reasonable notice to Buyer in the event of material delays in connection with partial shipment of an order. FitnessSmith will use its best efforts to deliver as specified, but in no event will FitnessSmith be liable for any damage, consequential or otherwise, arising from any failure of FitnessSmith to meet any delivery date.

## **RETURNS:**

Any Custom Products and/or Customer modified Standard Products ordered from FitnessSmith 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 FitnessSmith with an installation date. FitnessSmith 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:**

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. FitnessSmith 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 FitnessSmith to delay installation of orders placed by Buyer and, at FitnessSmith's option, to cancel any pending orders placed by Buyer. FitnessSmith shall have the right to offset and deduct from any amounts due Buyer all sums owing from Buyer to FitnessSmith. To secure the payment and performance of all obligations due and owed by Buyer to FitnessSmith hereunder, Buyer hereby grants FitnessSmith a Uniform Commercial Code purchase money security interest in products purchased from FitnessSmith hereunder and proceeds there from. This Agreement constitutes a security agreement between Buyer, as debtor, and FitnessSmith, as secured party, under the Uniform Commercial Code, and FitnessSmith has the rights and remedies of a secured party hereunder. Buyer hereby appoints FitnessSmith 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. FitnessSmith may, upon default from Buyer, require Buyer to assemble the

# FITNESSMITH



products and make them legally available to FitnessSmith for repossession, including reasonable access to the facilities of Buyer, and FitnessSmith 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:**

Buyer may not terminate this Agreement except by giving FitnessSmith thirty (30) days prior written notice. Upon termination, Buyer will be obligated to pay FitnessSmith 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. FitnessSmith 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 FitnessSmith nor does this Agreement authorize Buyer to represent or act for FitnessSmith 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 FitnessSmith nor may Buyer bind FitnessSmith in any way whatsoever. Buyer acknowledges that is has not paid FitnessSmith 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, FitnessSmith 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.

# FITNESSMITH







# PROCUREMENT & WAREHOUSING SERVICES

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[www.BrowardSchools.com/PWS](http://www.BrowardSchools.com/PWS)

## CONTRACT AWARD DETAILS (CAD)

Contract Number: FY22-128 (Previous Contract Number: 16-097N)  
Contract Title: **Gym Equipment**  
Bid Type: Invitation to Bid (ITB)  
Commodity: ACS (Academics Student Services)  
Material Group: **93111 Athletic Supplies/Equipment MTCE. & Repair;**  
**805 Athletic Supplies: PE, Track & Sporting Goods**  
Contract Value: \$1,937,124  
  
Contract Start Date: October 31, 2021  
Contract Expiration Date: October 31, 2024  
Renewal Options: Two (2) 1-Year Periods

### Broward County School Board Point of Contact Information:

Procurement Department	
For contract, pricing, fulfillment, quality concerns or questions email:	For purchase order processing, requisition, purchase order status questions or concerns email:
Neda Augusto, Purchasing Agent <a href="mailto:naugusto-pmor@browardschools.com">naugusto-pmor@browardschools.com</a> 754-321-0520	Dena M. Lomando, Purchasing Agent Specialist <a href="mailto:dena.lomando@browardschools.com">dena.lomando@browardschools.com</a> 754-321-0502
Office of Athletics & Student Activities	
Shawn M. Cerra, Director <a href="mailto:shawn.cerra@browardschools.com">shawn.cerra@browardschools.com</a> 754-321-2550	Ty Thompson, Principal District Administration <a href="mailto:ty.thompson@browardschools.com">ty.thompson@browardschools.com</a> 754-321-2550

### Background:

The Bid would provide individual schools the opportunity to replace/renew gym equipment at their perspective locations. Vendors will provide a catalog of goods for schools to choose from to enhance their athletic and student activities program at their prospective schools.

### Method of Award (MOA):

In order to meet the needs of SBBC, each **ITEM**, shall be awarded up to one primary and one alternate responsive and responsible Bidders meeting specifications, terms and conditions. The Awardee providing the greatest educational discount for an item shall be considered the primary vendor and should receive the largest volume of work. SBBC reserves the right to procure goods from the vendor providing the second greatest educational discount if: a) the primary vendor cannot comply with delivery requirements or specifications; b) the primary vendor is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; or d) if it is in the best interest of SBBC.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 21 and 58.



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## Awarded Vendors and Contract Pricing:

Contact Information	Item(s) Numbers Primary Awardee	Item(s) Numbers Alternate Awardee
<b>Vendor # 103294</b> Centurion Partners Health and Fitness LLC d/b/a Fitnessmith 3610 Quantum Blvd., Boynton Beach, FL 33426  Contact: Jason Mattson <a href="mailto:jmattson@fitnessmith.com">jmattson@fitnessmith.com</a> (561) 529-5590   (561) 670-9466	2, 3, 7, 8, 9, 10, 12, 17, 18, 19, 21, 33, 34, 35, 36, 37, 38, 39, 41, 42, 43, 44, 45, 46, 47, 49	
<b>Vendor # 141649</b> Commercial Fitness Products Inc 5034 N. Hiatus Road, Sunrise, FL 33351  Contact: Fred Morrill <a href="mailto:fred@commfitnessproducts.com">fred@commfitnessproducts.com</a> (904) 254-9162	14, 25	19
<b>Vendor # 110261</b> <b>Life Fitness LLC</b> 10601 Belmont Avenue, Franklin Park, IL 60131  Contact: Chris Dantzler <a href="mailto:christopher.dantzler@lifefitness.com">christopher.dantzler@lifefitness.com</a> (704) 773-6374	4, 16, 23	8, 34, 46
<b>Vendor # 129176</b> MFAC, LLC 1600 Division Road, West Warwick, Rhode Island 02893  Contact: Jennifer Lachapelle <a href="mailto:mfathletic@mfathletic.com">mfathletic@mfathletic.com</a> (800) 556-7464   (800) 667-9363	15, 26, 27	7, 10, 14, 25, 33, 35, 38, 39, 49
<b>Vendor # 101012</b> Promaxima Manufacturing LLC 5310 Ashbrook, Houston TX 77081  Contact: Cindy Steele <a href="mailto:CSteele@promaxima.com">CSteele@promaxima.com</a> (407) 429-9972   (800) 231-6652	31	

## S/M/WBE Goal and Vendors:

None.





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## Delivery Requirements:

All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBBC administration is closed

## Contract Addendum and Contract Change Log:

The primary purpose of the log is to record/track each procurement action from the date of initial award (this includes amendments, modifications, addition/deletion of award items, contract modifications, contract renewals, vendor information changes, etc.). This log eliminates the requirement to issue separate award sheet addendum. The following amendments/changes have been implemented subsequent to the award of this contract.

Event No.	Date Issued	Description	Purchasing Agent
1	9/14/21	Board approved as item OO-23 with \$1,937,124 spending authority	Neda Augusto



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LEGEND:

(P)

Primary Awardee

(A)

Alternate Awardee

NOTE: FL Bidder's Preference applied to discounts as indicated in <RED> for award determination purposes only.

Item #	Manufacturer	CENTURON PARTNERS HEALTH AND FITNESS, LLC D/B/A FITNESSMITH [Boynton Beach, FL]	COMMERCIAL FITNESS PRODUCTS INC [Sunrise, FL]	LIFE FITNESS, LLC [Rosemont, IL]	MFAC, LLC [West Warwick, RI]	PROMAXIMA MANUFACTURING LLC [Houston, TX]
1	ABCORE	20%	No Bid	No Bid	No Bid	No Bid
2	BATCA	(P) 20%	No Bid	No Bid	No Bid	No Bid
3	BODY SOLID	(P) 20%	No Bid	No Bid	No Bid	No Bid
4	BRUNWICK BILLARDS	No Bid	No Bid	(P) 20%	No Bid	No Bid
5	CAP BARBELL	No Bid	No Bid	No Bid	No Bid	No Bid
6	CHAMPION BARBELL	No Bid	No Bid	No Bid	No Bid	No Bid
7	CONCEPT II	(P) 5% OFFER <5% + 5% = 10%>	No Bid	No Bid	(A) 10%	No Bid
8	CYBEX	(P) 20% OFFER <20% + 5% = 25%>	No Bid	(A) 25%	No Bid	No Bid
9	CYBEX/TROTTER	(P) 20%	No Bid	No Bid	No Bid	No Bid
10	DYNAMIC FITNESS	(P) 20%	No Bid	No Bid	(A) 10%	No Bid
11	ELITE	No Bid	No Bid	No Bid	No Bid	No Bid
12	EXPRESSO/IFH	(P) 20%	No Bid	No Bid	No Bid	No Bid
13	FITNESSMITH	No Bid	No Bid	No Bid	No Bid	No Bid
14	FREE MOTION/CARIO	No Bid	12% (P)	No Bid	(A) 10%	No Bid
15	GILL	No Bid	No Bid	No Bid	(P) 10%	No Bid
16	HAMMER STRENGTH	No Bid	No Bid	(P) 20%	No Bid	No Bid
17	HAMPTON	(P) 20%	No Bid	No Bid	No Bid	No Bid
18	HOIST	(P) 20%	No Bid	No Bid	No Bid	No Bid
19	INFLIGHT FITNESS	(P) 20%	15% (A)	No Bid	No Bid	No Bid
20	IN MOVEMENT	No Bid	No Bid	No Bid	No Bid	No Bid
21	INTENZA	(P) 20%	No Bid	No Bid	No Bid	No Bid





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Item #	Manufacturer	CENTURON PARTNERS HEALTH AND FITNESS, LLC D/B/A FITNESSMITH [Boynton Beach, FL]	COMMERCIAL FITNESS PRODUCTS INC [Sunrise, FL]	LIFE FITNESS, LLC [Rosemont, IL]	MFAC, LLC [West Warwick, RI]	PROMAXIMA MANUFACTURING LLC [Houston, TX]
22	IRON GRIP	No Bid	No Bid	No Bid	No Bid	No Bid
23	LIFE FITNESS	No Bid	No Bid	(P) 25%	No Bid	No Bid
24	LIFECORE	No Bid	No Bid	No Bid	No Bid	No Bid
25	MATRIX FITNESS	No Bid	20% (P)	No Bid	(A) 10%	No Bid
26	M-F ATHLETICS	20%	No Bid	No Bid	(P) 10%	No Bid
27	NAUTILUS	No Bid	No Bid	No Bid	(P) 10%	No Bid
28	NORDIC TRACK	20%	No Bid	No Bid	No Bid	No Bid
29	OCTANE	No Bid	No Bid	No Bid	No Bid	No Bid
30	PRECOR	No Bid	No Bid	No Bid	No Bid	No Bid
31	PROMAXIMA	No Bid	No Bid	No Bid	10%	(P) 1% -35%
32	SCHUTT	No Bid	No Bid	No Bid	No Bid	No Bid
33	SCHWINN	(P) 20%	No Bid	No Bid	(A) 10%	No Bid
34	SCIFIT	(P) 20% OFFER <20% + 5% = 25%>	No Bid	(A) 25%	No Bid	No Bid
35	SPIRIT	(P) 20%	No Bid	No Bid	(A) 10%	No Bid
36	SPRI	(P) 20%	No Bid	No Bid	No Bid	No Bid
37	STAGES	(P) 20%	No Bid	No Bid	No Bid	No Bid
38	STAIRMASTER	(P) 20%	No Bid	No Bid	(A) 10%	No Bid
39	STAR TRAC	(P) 20%	No Bid	No Bid	(A) 10%	No Bid
40	TECHNO GYM	No Bid	No Bid	No Bid	No Bid	No Bid
41	THROWDOWN	(P) 20%	No Bid	No Bid	No Bid	No Bid
42	TORQUE	(P) 20%	No Bid	No Bid	No Bid	No Bid
43	TROY	(P) 20%	No Bid	No Bid	No Bid	No Bid
44	TROY BARBELL	(P) 20%	No Bid	No Bid	No Bid	No Bid
45	TRUE FITNESS	(P) 20%	No Bid	No Bid	No Bid	No Bid
46	TRX	(P) 20% OFFER <20% + 5% = 25%>	16% OFFER <16% + 5% = 21%>	(A) 25%	10%	No Bid
47	TUFF STUFF	(P) 20%	No Bid	No Bid	No Bid	No Bid
48	ULTRA FIT	No Bid	No Bid	No Bid	No Bid	No Bid
49	VERSA CLIMBER	(P) 5% OFFER <5% + 5% = 10%>	No Bid	No Bid	(A) 10%	No Bid
50	WILSON	No Bid	No Bid	No Bid	No Bid	No Bid
51	WORLD SPORTING GOODS	No Bid	No Bid	No Bid	No Bid	No Bid





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## CONTRACT AWARD DETAILS (CAD)

Contract Number: FY22-128 (Previous Contract Number: 16-097N)  
Contract Title: **Gym Equipment**  
Bid Type: Invitation to Bid (ITB)  
Commodity: ACS (Academics Student Services)  
Material Group: **93111 Athletic Supplies/Equipment MTCE. & Repair;**  
**805 Athletic Supplies: PE, Track & Sporting Goods**  
Contract Value: \$1,937,124  
  
Contract Start Date: October 31, 2021  
Contract Expiration Date: October 31, 2025  
Renewal Options: Two (2) One-Year Periods

### Broward County School Board Point of Contact Information:

Procurement Department	
For contract, pricing, fulfillment, quality concerns or questions email:	For purchase order processing, requisition, purchase order status questions or concerns email:
Maya Balseca Purchasing Agent <a href="mailto:maya.balseca@browardschools.com">maya.balseca@browardschools.com</a>	Dena M. Lomando Purchasing Agent <a href="mailto:dena.lomando@browardschools.com">dena.lomando@browardschools.com</a>
Office of Athletics & Student Activities	
Patricia Brown Director <a href="mailto:patricia.ann.brown@browardschools.com">patricia.ann.brown@browardschools.com</a>	

### Background:

The Bid would provide individual schools the opportunity to replace/renew gym equipment at their perspective locations. Vendors will provide a catalog of goods for schools to choose from to enhance their athletic and student activities program at their prospective schools.

### Method of Award (MOA):

In order to meet the needs of SBBC, each **ITEM**, shall be awarded up to one primary and one alternate responsive and responsible Bidders meeting specifications, terms and conditions. The Awardee providing the greatest educational discount for an item shall be considered the primary vendor and should receive the largest volume of work. SBBC reserves the right to procure goods from the vendor providing the second greatest educational discount if: a) the primary vendor cannot comply with delivery requirements or specifications; b) the primary vendor is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; or d) if it is in the best interest of SBBC.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 21 and 58.

This document is not designed to provide a detailed overview of individual contracts or considered an in depth comprehensive set of instructions. Refer to the Bid Solicitation/ Invitation to Bid for contractual terms and conditions. Additional supporting documentation will be supplied upon request.

This CAD was revised last on: 10/23/2024

CAM #25-0395  
Page 1 of 4 Exhibit 4  
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## Awarded Vendors and Contract Pricing:

Contact Information	Item(s) Numbers Primary Awardee	Item(s) Numbers Alternate Awardee
<b>Vendor # 103294</b> Centurion Partners Health and Fitness LLC d/b/a Fitnessmith 3610 Quantum Blvd., Boynton Beach, FL 33426  Contact: Jason Mattson <a href="mailto:jmattson@fitnessmith.com">jmattson@fitnessmith.com</a> (561) 529-5590   (561) 670-9466	2, 3, 7, 8, 9, 10, 12, 17, 18, 19, 21, 33, 34, 35, 36, 37, 38, 39, 41, 42, 43, 44, 45, 46, 47, 49	
<b>Vendor # 141649</b> Commercial Fitness Products Inc 5034 N. Hiatus Road, Sunrise, FL 33351  Contact: Fred Morrill <a href="mailto:fred@commfitnessproducts.com">fred@commfitnessproducts.com</a> (904) 254-9162	14, 25	19
<b>Vendor # 129176</b> MFAC, LLC 1600 Division Road, West Warwick, Rhode Island 02893  Contact: Jennifer Lachapelle <a href="mailto:mfathletic@mfathletic.com">mfathletic@mfathletic.com</a> (800) 556-7464 ext.145   (800) 667-9363	15, 26, 27	7, 10, 14, 25, 33, 35, 38, 39, 49

## S/M/WBE Goal and Vendors:

None.

## Delivery Requirements:

All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBBC administration is closed

## Contract Addendum and Contract Change Log:

The primary purpose of the log is to record/track each procurement action from the date of initial award (this includes amendments, modifications, addition/deletion of award items, contract modifications, contract renewals, vendor information changes, etc.). This log eliminates the requirement to issue separate award sheet addendum. The following amendments/changes have been implemented subsequent to the award of this contract.

Event No.	Date Issued	Description	Purchasing Agent
1	9/14/21	Board approved as item OO-23 with \$1,937,124 spending authority	Neda Augusto
2	10/2024	Memo Renewal approved 10/2/24 for term 11/1/2024 through 10/31/2024	Maya Balseca



# PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505

EMAIL: [PurchasingHelpDesk@BrowardSchools.com](mailto:PurchasingHelpDesk@BrowardSchools.com)

[www.BrowardSchools.com/PWS](http://www.BrowardSchools.com/PWS)

LEGEND:

(P)

Primary Awardee

(A)

Alternate Awardee

NOTE: FL Bidder's Preference applied to discounts as indicated in <RED> for award determination purposes only.

Item #	Manufacturer	CENTURON PARTNERS HEALTH AND FITNESS, LLC D/B/A FITNESSMITH [Boynton Beach, FL]	COMMERCIAL FITNESS PRODUCTS INC [Sunrise, FL]	LIFE FITNESS, LLC [Rosemont, IL]	MFAC, LLC [West Warwick, RI]	PROMAXIMA MANUFACTURING LLC [Houston, TX]
1	ABCORE	20%	No Bid	No Bid	No Bid	No Bid
2	BATCA	(P) 20%	No Bid	No Bid	No Bid	No Bid
3	BODY SOLID	(P) 20%	No Bid	No Bid	No Bid	No Bid
4	BRUNWICK BILLARDS	No Bid	No Bid	(P) 20%	No Bid	No Bid
5	CAP BARBELL	No Bid	No Bid	No Bid	No Bid	No Bid
6	CHAMPION BARBELL	No Bid	No Bid	No Bid	No Bid	No Bid
7	CONCEPT II	(P) 5% OFFER <5% + 5% = 10%>	No Bid	No Bid	(A) 10%	No Bid
8	CYBEX	(P) 20% OFFER <20% + 5% = 25%>	No Bid	(A) 25%	No Bid	No Bid
9	CYBEX/TRCUTTER	(P) 20%	No Bid	No Bid	No Bid	No Bid
10	DYNAMIC FITNESS	(P) 20%	No Bid	No Bid	(A) 10%	No Bid
11	ELITE	No Bid	No Bid	No Bid	No Bid	No Bid
12	EXPRESSO.IFH	(P) 20%	No Bid	No Bid	No Bid	No Bid
13	FITNESSMITH	No Bid	No Bid	No Bid	No Bid	No Bid
14	FREE MOTION/CARIO	No Bid	12% (P)	No Bid	(A) 10%	No Bid
15	GILL	No Bid	No Bid	No Bid	(P) 10%	No Bid
16	HAMMER STRENGTH	No Bid	No Bid	(P) 20%	No Bid	No Bid
17	HAMPTON	(P) 20%	No Bid	No Bid	No Bid	No Bid
18	HOIST	(P) 20%	No Bid	No Bid	No Bid	No Bid
19	INFLIGHT FITNESS	(P) 20%	15% (A)	No Bid	No Bid	No Bid
20	IN MOVEMENT	No Bid	No Bid	No Bid	No Bid	No Bid
21	INTENZA	(P) 20%	No Bid	No Bid	No Bid	No Bid





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Item #	Manufacturer	CENTURON PARTNERS HEALTH AND FITNESS, LLC D/B/A FITNESSMITH [Boynton Beach, FL]	COMMERCIAL FITNESS PRODUCTS INC [Sunrise, FL]	LIFE FITNESS, LLC [Rosemont, IL]	MFAC, LLC [West Warwick, RI]	PROMAXIMA MANUFACTURING LLC [Houston, TX]
22	IRON GRIP	No Bid	No Bid	No Bid	No Bid	No Bid
23	LIFE FITNESS	No Bid	No Bid	(P) 25%	No Bid	No Bid
24	LIFECORE	No Bid	No Bid	No Bid	No Bid	No Bid
25	MATRIX FITNESS	No Bid	20% (P)	No Bid	(A) 10%	No Bid
26	M-F ATHLETICS	20%	No Bid	No Bid	(P) 10%	No Bid
27	NAUTILUS	No Bid	No Bid	No Bid	(P) 10%	No Bid
28	NORDIC TRACK	20%	No Bid	No Bid	No Bid	No Bid
29	OCTANE	No Bid	No Bid	No Bid	No Bid	No Bid
30	PRECOR	No Bid	No Bid	No Bid	No Bid	No Bid
31	PROMAXIMA	No Bid	No Bid	No Bid	40%	(P) 1% -35%
32	SCHUTT	No Bid	No Bid	No Bid	No Bid	No Bid
33	SCHWINN	(P) 20%	No Bid	No Bid	(A) 10%	No Bid
34	SCIFIT	(P) 20% OFFER <20% + 5% = 25%>	No Bid	(A) 25%	No Bid	No Bid
35	SPIRIT	(P) 20%	No Bid	No Bid	(A) 10%	No Bid
36	SPRI	(P) 20%	No Bid	No Bid	No Bid	No Bid
37	STAGES	(P) 20%	No Bid	No Bid	No Bid	No Bid
38	STAIRMASTER	(P) 20%	No Bid	No Bid	(A) 10%	No Bid
39	STAR TRAC	(P) 20%	No Bid	No Bid	(A) 10%	No Bid
40	TECHNO GYM	No Bid	No Bid	No Bid	No Bid	No Bid
41	THROWDOWN	(P) 20%	No Bid	No Bid	No Bid	No Bid
42	TORQUE	(P) 20%	No Bid	No Bid	No Bid	No Bid
43	TROY	(P) 20%	No Bid	No Bid	No Bid	No Bid
44	TROY BARBELL	(P) 20%	No Bid	No Bid	No Bid	No Bid
45	TRUE FITNESS	(P) 20%	No Bid	No Bid	No Bid	No Bid
46	TRX	(P) 20% OFFER <20% + 5% = 25%>	16% OFFER <16% + 5% = 21%>	(A) 25%	10%	No Bid
47	TUFF STUFF	(P) 20%	No Bid	No Bid	No Bid	No Bid
48	ULTRA FIT	No Bid	No Bid	No Bid	No Bid	No Bid
49	VERSA CLIMBER	(P) 5% OFFER <5% + 5% = 10%>	No Bid	No Bid	(A) 10%	No Bid
50	WILSON	No Bid	No Bid	No Bid	No Bid	No Bid
51	WORLD SPORTING GOODS	No Bid	No Bid	No Bid	No Bid	No Bid

**Mauricio R. Stradiotti**  
**Director, Procurement & Warehousing Services**  
7720 W. Oakland Park Boulevard  
Sunrise, Florida 33351  
phone: 754-321-0501 • fax: 754-321-0936  
[mauricio.stradiotti@browardschools.com](mailto:mauricio.stradiotti@browardschools.com)  
[www.browardschools.com/PWS](http://www.browardschools.com/PWS)

**The School Board of  
Broward County, Florida**

Lori Alhadeff, Chair  
Debra Hixon, Vice Chair

Torey Alston  
Brenda Fam, Esq.  
Daniel P. Foganholi  
Dr. Jeff Holness  
Sarah Leonardi  
Nora Rupert  
Dr. Allen Zeman

Dr. Howard Hepburn  
Superintendent of Schools

October 15, 2024

Centurion Partners Health and Fitness, LLC  
d/b/a Fitnessmith  
Attn: Jason Mattson  
3610 Quantum Blvd  
Boyton Beach, FL 33426

Phone: 561-529-5590 / 561-670-9466

Email to: [jmattson@fitnessmith.com](mailto:jmattson@fitnessmith.com)

Subject: **Letter of Renewal and Request for Certificate Insurance**  
ITB #: FY22-128  
ITB Title: Gym Equipment  
Contract Term: 11/1/2024 through 10/31/2025

Dear Mr. Mattson:

The School Board of Broward County, Florida has accepted to renew the above-referenced ITB via Memo Renewal in October 2024.

If there have been any changes for your firm since the previous award, use the link below to update your vendor registration: <http://schoolboardofbrowardcounty.supplier.ariba.com/register>

Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). **YOU MUST RECEIVE A NOTICE OF COMPLIANCE.**

All employees (including subcontractors and agents) who enter onto SBBC property must be fingerprinted and wear a SBBC issued photo identification badge at all times while on SBBC property. Part of the registration requires a PIN Number. Vendor must send an email direct to: [fieldprint@browardschools.com](mailto:fieldprint@browardschools.com) to request a PIN Number WITH a copy of this award letter attached to the email. Information about the process can be found at this link: <https://www.browardschools.com/Page/40551> If you have questions pertaining to identification badges, please contact the Security Clearance Department at (754) 321-2374.

**Please note, an identification badge will not be issued and no work can commence until insurance forms are approved, and a written purchase order is released.**

**Any service provided or merchandise delivered prior to the receipt of the Purchase Order (PO) is at the full risk of the seller. SBBC is not responsible for the payment of any service or merchandise before issuing the corresponding PO.**

Sincerely,

*Maya Balbeca*  
Purchasing Agent I

Cc: Suet Cheung, Risk Management

ATTACHMENT: INSURANCE PROVISIONS



## MINIMUM INSURANCE REQUIREMENTS

**Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

- a. **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- b. **Workers' Compensation.** In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- c. **Auto Liability.** VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than \$1,000,000 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of \$1,000,000. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "**Centurion Partners Health and Fitness, LLC d/b/a Fitnessmith** does not own any vehicles. If **Centurion Partners Health and Fitness, LLC d/b/a Fitnessmith** acquires any vehicles during the term of the Agreement, **Centurion Partners Health and Fitness, LLC d/b/a Fitnessmith** agrees to provide of proof of "Any Auto" coverage effective as of the date of vehicle acquisition."
- d. **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.
- e. **Verification of Coverage.** Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). **YOU MUST RECEIVE A NOTICE OF COMPLIANCE.**
- f. **Required Conditions.** Liability policies must include the following terms on the Certificate of Insurance:
  - 1.The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
  - 2.All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.
  - 3.**Certificate Holder: The School Board of Broward County, Florida. 600 SE 3<sup>rd</sup> Avenue, Fort Lauderdale, Florida 33301**
- g. **Cancellation of Insurance.** VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is canceled.
- h. SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

NOTE: **EXIGIS** IS NO LONGER HANDLING THE CERTIFICATE OF INSURANCE.