



**Invitation to Bid (ITB) for
Fitness Equipment and Repair Services for the Injury and Rehabilitation
Program**

Solicitation Number: 10089807-21-P

Solicitation Issue Date: July 7, 2021

Questions and Comments Due: July 21, 2021 @ 12:00 p.m.

Proposal Due Date and Time ("Closing Date"): August 31, 2021 @ 2:00 p.m.

Contract Terms: 5 (five) years from Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Conditions.

City Contact: Sonia Pacheco, Senior Procurement Contracting Officer
SPacheco@saniego.gov
(619) 236-7090

Submissions: Respondent is required to provide four (4) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

Completed and signed ITB signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.

Note: Emailed submissions will not be accepted. Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195
ADDENDUM A

Invitation to Bid (ITB) No. 10089807-21-P

ITB Closing Date: August 31, 2021
@ 2:00 p.m. P.T.

Fitness Equipment and Repair Services for the Injury and Rehabilitation Program

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

- *Delete* the original Invitation to Bid Signature page 3 and replace with the attached Addendum A Invitation to Bid signature page 3.
- *Add* One (1) page “Questions and Answers.” (**NOTE:** This is for informational purposes only and is not part of any resulting contract).

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Sonia Pacheco

Sonia Pacheco
Senior Procurement Contracting Officer
(619) 236-7090

July 26, 2021

ITB No. 10089807-21-P

**Fitness Equipment and Repair Services for the Injury and Rehabilitation
Program**

Questions and Answers

Question 1:

Do we submit bid pricing on the Excel ITB Price Sheet AFG IRPP equipment? Can you confirm that the flooring installation is non-taxable?

Answer 1:

Yes, please submit pricing on the Excel ITB Price Sheet AFG IRPP equipment. The last column for explanations or detail should roll over for more space but you can also attach a separate sheet and reference the items row.

Equipment is taxable but labor is not.

Question 2:

Will vinyl logo applications be acceptable for the fixed equipment? These can be made and applied to the fixed equipment and are similar in material to the vinyl labels and instruction placards that come standard on the equipment from the manufacturers.

Answer 2:

Similar to the manufacture's placards and directions, the logo insignia should last just as long with durability to the highest standards in the industry, will not fade or peel and is similar in size to the other placards it is acceptable.

Question 3:

Do we need to submit Safety Data Sheet (SDS) with bid documents or upon request prior to delivery if awarded?

Answer 3:

Submit SDS sheets after awarded and before installation occurs.

* End of Questions and Answers *

CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10089807-21-P Equipment and Repair Services for the Injury and Rehabilitation Program

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # 10089807-21-P Equipment and Repair Services for the Injury and Rehabilitation Program (Contractor).

RECITALS

On or about 7/7/2021, City issued an ITB to prospective bidders on goods and services to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to Provide Equipment and Repair Services for the Injury and Rehabilitation Program as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Goods and Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Goods and Service.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of Five (5) Years beginning on the Effective Date. This Contract shall be effective until completion of the Scope of Services. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$ 590,278

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 By submitting a response to this ITB, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services. Living Wage ordinance and Prevailing Wage requirements apply to this contract.

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the ITB, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Goods and/or Services to be provided. Contractor will provide any Goods and/or Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Goods and/or Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The document highest in the order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st The Contract
- 2nd The ITB and the City's written acceptance of any exceptions or clarifications to the ITB, if any
- 3rd Contractor's Pricing

5.4 **Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 **Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Advanced Healthstyles Fitness Equipment Inc.
Bidder

BY:



861 SouthPark Dr. Ste. #100
Street Address

Print Name: Claudia C. Garcia
Director
Purchasing & Contracting Department

Littleton, CO 80120
City

November 1, 2021
Date Signed

303.996.0048
Telephone No.

gspieker@advancedexercise.com
E-Mail

Approved as to form this 10th day of
November, 20 21.
MARA W. ELLIOTT, City Attorney

BY:

Gregg Spieker
Signature of Bidder's Authorized
Representative

BY: Janina DeWister
Deputy City Attorney

Gregg Spieker
Print Name

President
Title

7/27/21
Date

EXHIBIT A
INSTRUCTIONS AND BID REQUIREMENTS

A. BID SUBMISSION

1. Timely Bid Submittal. Bids must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Bids. The City will accept paper bids in lieu of eBids. Paper bids must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed bids will not be accepted.

1.2.1 Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.

1.3 Bid Due Date. Bids must be submitted prior to the Closing Date indicated in the eBidding System. E-mailed and/or faxed bids will not be accepted.

1.4 Pre-Bid Conference. No pre-bid conference will be held for ITB.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all bidders who are on record as having received this ITB via its eBidding System. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

1.6 Contact with City Staff. Unless otherwise authorized herein, bidders who are considering submitting a bid in response to this ITB, or who submit a bid in response to this ITB, are prohibited from communicating with City staff about this ITB from the date this ITB is issued until a contract is awarded.

2. Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by bidder, if any. The bidder must present written factual or legal justification for any exception requested to the Scope of Work, Contract, or the Exhibits. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Living Wage Ordinance Certification of Compliance.

2.6 Licenses as required in Exhibit B.

2.7 Manufacturer's Price List.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved

2.10 Reserved

2.11 One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

3. Bid Review. Bidders are responsible for carefully examining the ITB, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a bid. If selected for award of contract, bidder shall be bound by same unless the City has accepted bidder's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this ITB as necessary. All addenda are incorporated into the Contract. The bidder is responsible for determining whether addenda were issued prior to a bid submission. Failure to respond to or properly address addenda may result in rejection of a bid.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the bidder to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Bidder shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the bid.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Bidder may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the bidder offers an item of a manufacturer or vendor other than that specified, the bidder must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the bidder's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

6.2.1 Equivalent Products. Vendor will provide the City any required documentation for equivalent or substitution products within 10 days after this solicitation is closed.

7. Modifications, Withdrawals, or Mistakes. Bidder is responsible for verifying all prices and extensions before submitting a bid.

7.1 Modification or Withdrawal of Bid before Bid Opening. Prior to the Closing Date, the bidder or bidder's authorized representative may modify or withdraw the bid by providing written notice of the bid modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Bid Modification or Withdrawal of Bid After Bid Opening. Any bidder who seeks to modify or withdraw a bid because of the bidder's inadvertent computational error affecting the bid price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The bidder shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the bidder to prove the inadvertent error. If, as a result of a bid modification, the bidder is no longer the apparent successful bidder, the City will award to the newly established apparent successful bidder. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by bidders in participating in this solicitation process.

9. Public Records. By submitting a bid, the bidder acknowledges that any information submitted in response to this ITB is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the bidder submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the bidder to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the bidder must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary information at the time of bid submittal, City will release the information as required by the CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the bidder's obligation to defend, at bidder's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the bidder's request. Furthermore, the bidder shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access bidder's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this ITB.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of bids.

3. Escalation. An escalation factor is not allowed unless called for in this ITB. If escalation is allowed, bidder must notify the City in writing in the event of a decline in market price(s) below the bid price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the bidder clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire bid, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. BID OPENING. All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bid results will be announced in the presence of those attending. The name of the project will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that omitted data be supplied. Such requests will be honored to the extent they do not unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

D. EVALUATION OF BIDS

1. Low Bid Award. A contract will be awarded to the lowest responsible and responsive bidder.

2. Additional Information. The City may require bidder to provide additional written or oral information to clarify responses.

3. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

4. Waiver of Defects and Technicalities. The City may waive defects and technicalities in bids when to do so is in the City's best interests.

5. Rejection of All Bids. The City may reject any and all bids when to do so is in the City's best interests.

E. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all bidders of its intent to award a Contract in writing.

2. Obtaining Bid Results. Bid results may be obtained by: (1) attending the bid opening; (2) e-mailing a request to the City Contact identified on the eBidding System; or (3) visiting the P&C eBidding System to review the bid results. To ensure an accurate response, requests should reference the Solicitation Number. Bid results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various bidders. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

F. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful bidders with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

G. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD. The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt.

4. Reserved.

5. Reserved.

The City may find the bidder to be non-responsive and award the Contract to the next responsible and responsive low bidder if the apparent successful bidder fails to timely provide the required information or documents.

EXHIBIT B SCOPE OF WORK

A. BID BACKGROUND.

This Scope of Work consists of the specifications and requirements for the procurement of Injury Rehabilitation and Prevention Program (IRPP) equipment and repair service as specified in this ITB.

The initial Fire-Rescue Physical Wellness Program (2005) (“Wellness Program”) was initiated through a combination of Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant funds and City matching funds. Firefighter and lifeguard wellness and medical fitness exams have proven to be a benefit to the citizens the firefighters and lifeguards serve. The Wellness Program has met the International Association of Fire Chiefs (IAFC) and International Association of Firefighters (IAFF) criteria for this type of program. The program has been a benefit to the City by way of early identification and mitigation of risk factors that have potential for causing injuries and illnesses in a hazardous and demanding work environment. The San Diego Fire-Rescue Department (SDFD) currently offers all Wellness and Fitness Program activities to all its sworn members.

New to the Wellness Program this year is the IRPP. Historically, SDFD firefighters and lifeguards have been provided standard rehabilitation care more suited for less physical job duties and not the high intensity operational demands of first responders. SDFD’s IRPP is designed to increase the number of first responders available to serve the public by rehabilitating injuries faster, limiting the recurrence of old injuries, and preventing future injuries. The IRPP is being modeled after other first responder focused IRPP programs around the nation that have been successful in rehabilitating and preventing injuries faster, while reducing workers’ compensation costs.

The IRPP will increase the number of first responders able to respond to routine and large-scale emergencies. With more first responders fit for duty, SDFD will be better able to accomplish its mission to save lives and preserve property of the citizens served.

The City’s contracted athletic trainer and physical therapist will concentrate on injury prevention through coaching, development of individual treatment and corrective exercise plans, restoration of function, movement, and strength.

This ITB will provide the right tools for the job in support of this program to rehabilitate staff to optimal levels in a shorter period of time.

Injury rehabilitation and prevention for firefighters and lifeguards is evolving and studies are now showing that firefighters and lifeguards require a higher level of rehabilitation and training to perform safely and effectively in the fire service. Therefore, SDFD has made the requirements for the Athletic Trainer and Physical Therapists equivalent to the division one (D1) college level and such specifications for the physical fitness equipment are also required. The physical demands between a D1 college athlete and first responders (industrial athlete) are incredibly similar as each require the absolute maximum effort. Anything less could result in failure with tragic consequences for first responders.

B. BID SPECIFICATIONS.

- All equipment and services provided by Proposer shall be in accordance with the most current, established industry D1 standards, which are anticipated to evolve throughout the duration of this Agreement. All equipment listed, in the equipment list below, shall be sold as assembled and installed per manufacturer and industry standards and stable enough for high usage.
- Note: This is an all or nothing bid with substitutions only of an equal or higher level of features and quality.
 - SDFD will not take into consideration substitutions when awarding this solicitation but may after it's award.

Services required:

- Install athletic specific sports flooring made of vulcanized composition rubber for conditional functional training and engineered to absorb impact.
 - Install to be done using a high performance when set (time taken to reach ultimate adhesion) adhesive.
 - By submitting a response to this ITB, Contractor certifies that he or she is aware of, and agrees to comply with, the Prevailing Wage Requirements that apply to this service.
- Repair warranty and equipment servicing (minimum quarterly and/or as needed) for a three-year period on all equipment and flooring.
 - By submitting a response to this ITB, Contractor certifies that he or she is aware of, and agrees to comply with, the Living Wage provisions described in Exhibit D, Living Wage Requirements, which is incorporated herein by reference, before commencing Services.
- All fixed equipment to have the approved Health & Safety Office logo (imprint, embroidery, screened etc.)

Equipment list:

Cardio Equipment	Octane AirDyneX	2	each
Cardio Equipment	Life Fitness Integrity D Treadmill with Discover SE3HD Console (Arctic Silver)	2	each
Cardio Equipment	Life Fitness Integrity D Cross-trainer with Discover SE3HD Console (Arctic Silver)	2	each
Cardio Equipment	Life Fitness Integrity D Recumbent Lifecycle Bike with Discover SE3HD Console (Arctic Silver)	2	each

Cardio Equipment	Life Fitness Arc Trainer Lower Body with SE3HD Console (Arctic Silver or Titanium)	1	each
Cardio Equipment	Life Fitness Power mill with SE3HD Console (Arctic Silver or Titanium)	2	each
Cardio Equipment	Life Fitness GX Row	1	each
Cardio Equipment	Life Fitness IC7 Indoor Cycle	1	each
Strength Equipment	Hammer Select Row	1	each
Strength Equipment	Hammer Select Row SE & Full Front Shroud Upgrade	1	each
Strength Equipment	Hammer Select Chest Press	1	each
Strength Equipment	Hammer Select Chest Press SE & Full Front Shroud Upgrade	1	each
Strength Equipment	Hammer Select Biceps Curl	1	each
Strength Equipment	Hammer Select Bicep Curl SE & Full Front Shroud Upgrade	1	each
Strength Equipment	Hammer Select Triceps Extension	1	each
Strength Equipment	Hammer Select Triceps Extension SE & Full Front Shroud Upgrade	1	each
Strength Equipment	Hammer Select Shoulder Press	1	each
Strength Equipment	Hammer Select Shoulder Press SE & Full Front Shroud Upgrade	1	each
Strength Equipment	Hammer Select Pectoral Fly / Rear Deltoid	1	each
Strength Equipment	Hammer Select Pectoral Fly Rear Delt SE & Full Front Shroud Upgrade	1	each
Strength Equipment	Hammer Select Lat Pulldown	1	each
Strength Equipment	Hammer Select Pulldown SE & Full Front Shroud Upgrade	1	each
Strength Equipment	Hammer Select Leg Extension	1	each
Strength Equipment	Hammer Select Leg Extension SE & Full Front Shroud Upgrade	1	each
Strength Equipment	Hammer Select Leg Curl	1	each
Strength Equipment	Hammer Select Leg Curl SE & Full Front Shroud Upgrade	1	each
Strength Equipment	Signature Series Cable Motion Dual Adjustable Pulley	2	each
Strength Equipment	Dumbbell Rack - Three Tier	3	each

Strength Equipment	Dumbbell Storage Tray (Bottom Tray)	3	each
Strength Equipment	Dumbbell Storage Tray (Middle Tray)	3	each
Strength Equipment	Dumbbell Storage Tray	3	each
Strength Equipment	Multi-Adjustable Bench	4	each
Strength Equipment	Utility Bench (75 Degree)	1	each
Strength Equipment	Arm Curl (Seated)	1	each
Strength Equipment	Decline Bench	1	each
Strength Equipment	Olympic Flat Bench	1	each
Strength Equipment	Olympic Bench Weight Storage (4 Weight Horns)	1	each
Strength Equipment	Smith Machine	1	each
Strength Equipment	Leg Press	1	each
Strength Equipment	Optima Series Stretch Trainer	1	each
Strength Equipment	Synrgy180 CORE	1	each
Strength Equipment	Synrgy180 (Add on Sections)	3	each
Strength Equipment	Synrgy180 Multi Grip Chin Up Option	2	each
Strength Equipment	Synrgy180 Stability Ball Storage Option	4	each
Strength Equipment	Synrgy180 Boxing Bag Connector Option	1	each
Strength Equipment	Synrgy180 Wall Ball Target Option	1	each
Strength Equipment	Synrgy180 Accessory Shelf Option	12	each
Strength Equipment	Synrgy180 Dual Rail Shelf Option	4	each
Strength Equipment	Synrgy180 Mat Side Storage Option	1	each
Strength Equipment	Synrgy180 Foam Roller Side Storage Option	1	each
Strength Equipment	HD Athletic Power Rack (Add 1 Front & Rear X Member)	1	each
Strength Equipment	HD Athletic 42 in. Xmember Thick Skinny Bar	1	each

Strength Equipment	HD Athletic 42 in. Xmember Multi Grip Bar	1	each
Strength Equipment	HD Athletic Power Pivot	1	each
Synrgy360XS Combo Package	Synrgy360XS Combo Package	1	each
Synrgy360XS Combo Package	Synrgy360XS Cable-Versa-Versa-Versa	1	each
Synrgy360XS Combo Package	Synrgy360 Stall Bars	1	each
Synrgy360XS Combo Package	Synrgy360 Rock Chin	1	each
Synrgy360XS Combo Package	Synrgy360 Power Pivot	1	each
Synrgy360XS Combo Package	Synrgy360 Suspension Chin w/ TRX Suspension Trainer	1	each
Synrgy360XS Combo Package	Synrgy360 Suspension Chin	1	each
Synrgy360XS Combo Package	Synrgy360 Step-Up Platform Attachment	1	each
Synrgy360XS Combo Package	Synrgy360 Dip Handle Attachment	1	each
Synrgy360XS Combo Package	Synrgy360 Cable Crossover Boom Connector	1	each
Synrgy360XS Combo Package	Cable Motion Multi-Jungle MJ Core	1	each
Synrgy360XS Combo Package	Cable Motion Multi-Jungle Adjustable Pulley 4:1 Ratio	1	each
Synrgy360XS Combo Package	Cable Motion Multi-Jungle Adjustable Cable Crossover (Connects Cores)	1	each
Synrgy360XS Combo Package	Cable Motion Dip Chin Assist	1	each
Synrgy360XS Combo Package	Cable Motion Dual Pulley High Station	1	Each
Synrgy360XS Combo Package Accessory Kit	Slastix Pro Medium Resistance Band (Red)	1	each
Synrgy360XS Combo Package Accessory Kit	Slastix Pro Very Heavy Resistance Band (Olive)	1	each
Synrgy360XS Combo Package Accessory Kit	Strength Band -Ultra Heavy - Blue	1	each
Synrgy360XS Combo Package Accessory Kit	Strength Band - Extra Heavy - Green	1	each
Synrgy360XS Combo Package Accessory Kit	Power Training Rope 30 ft. (L) x 1-1/2 in. (Dia.) - Black	1	each

Synrgy360XS Combo Package Accessory Kit	Life Fitness Kettlebell - 15 lb.	1	each
Synrgy360XS Combo Package Accessory Kit	Life Fitness Kettlebell - 20 lb.	1	each
Synrgy360XS Combo Package Accessory Kit	Life Fitness Kettlebell - 30 lb.	1	each
Synrgy360XS Combo Package Accessory Kit	Life Fitness Kettlebell - 40 lb.	1	each
Synrgy360XS Combo Package Accessory Kit	Life Fitness Medicine Ball - 6 lb.	1	each
Synrgy360XS Combo Package Accessory Kit	Life Fitness Medicine Ball - 8 lb.	1	each
Synrgy360XS Combo Package Accessory Kit	Life Fitness Medicine Ball - 10 lb.	1	each
Synrgy360XS Combo Package Accessory Kit	Life Fitness Medicine Ball - 12 lb.	1	each
Synrgy360XS Combo Package Accessory Kit	TRX Rip Trainer	1	each
Free Weights	Hammer Strength Round Rubber Encased Dumbbell Set 5-50lb	1	set
Free Weights	Hammer Strength Round Rubber Encased Dumbbell Set 55-75lb	1	set
Free Weights	Hammer Strength Round Rubber Encased Dumbbell Set 80-100lb	1	set
Free Weights	Hammer Strength Round Rubber Encased Dumbbell Set 7.5-27.5lb	1	set
Free Weights	Hammer Strength Round Rubber Encased Dumbbell 10lb (each)	2	each
Free Weights	Hammer Strength Round Rubber Encased Dumbbell 15lb (each)	2	each
Free Weights	Hammer Strength Round Rubber Encased Dumbbell 20lb (each)	2	each
Free Weights	Hammer Strength Round Rubber Encased Dumbbell 25lb (each)	2	each
Free Weights	Hammer Strength 12 Sided Urethane Straight Barbell Set 20-110lb	1	set
Free Weights	Hammer Strength Round Olympic Urethane Plate 45lb	24	each

Free Weights	Hammer Strength Round Olympic Urethane Plate 25lb	24	each
Free Weights	Hammer Strength Round Olympic Urethane Plate 10lb	16	each
Free Weights	Hammer Strength Round Olympic Urethane Plate 5lb	16	each
Free Weights	Hammer Strength Round Olympic Urethane Plate 2.5lb	8	each
Free Weights	Hammer Strength Urethane Bumper Plate 45 lb (Blue)	16	each
Free Weights	Hammer Strength Urethane Bumper Plate 25 lb (Green)	8	each
Free Weights	Hammer Strength Urethane Bumper Plate 10 kg (Green)	8	each
Free Weights	Hammer Strength 28mm Olympic Bar Chrome Mix Bearing 20kg	2	each
Free Weights	Hammer Strength Stainless Straight Curl Bar 5 ft	1	each
Training Tools	Hammer Soft Foam Plyo Box (20 x 24 x 30)	1	each
Training Tools	FitFighter Steelhose - 10 lb	1	each
Training Tools	FitFighter Steelhose - 20 lb	1	each
Training Tools	FitFighter Steelhose - 30 lb	1	each
Flexibility	Flexibility Trainer	25	each
Flexibility	TrueStretch Club	101	each
Accessory kit for Synrgy180 Duo4 Package	Power Training Rope 30 ft. (L) x 1-1/2 in. (Dia.) - Black	2	each
Accessory kit for Synrgy180 Duo4 Package	Bosu Pro (Gray with Pump)	2	each
Accessory kit for Synrgy180 Duo4 Package	HD-R 6 Sided Rubber Encased DB 10 lbs. (each)	4	each
Accessory kit for Synrgy180 Duo4 Package	HD-R 6 Sided Rubber Encased DB 20 lbs. (each)	4	each
Accessory kit for Synrgy180 Duo4 Package	HD-R 6 Sided Rubber Encased DB 30 lbs. (each)	4	each
Accessory kit for Synrgy180 Duo4 Package	Sandbell 6lb (Filled)	2	each
Accessory kit for Synrgy180 Duo4 Package	Sandbell 10lb (Filled)	2	each
Accessory kit for Synrgy180 Duo4 Package	Sandbell 15lb (Filled)	2	each

Accessory kit for Synrgy180 Duo4 Package	Sandbell 20lb (Filled)	2	each
Accessory kit for Synrgy180 Duo4 Package	Life Fitness Kettlebell - 15 lb.	2	each
Accessory kit for Synrgy180 Duo4 Package	Life Fitness Kettlebell - 20 lb.	2	each
Accessory kit for Synrgy180 Duo4 Package	Life Fitness Kettlebell - 25 lb.	2	each
Accessory kit for Synrgy180 Duo4 Package	Life Fitness Kettlebell - 30 lb.	2	each
Accessory kit for Synrgy180 Duo4 Package	Life Fitness Kettlebell - 35 lb.	2	each
Accessory kit for Synrgy180 Duo4 Package	Life Fitness Kettlebell - 40 lb.	2	each
Accessory kit for Synrgy180 Duo4 Package	VTX Wall Ball 10lb.	2	each
Accessory kit for Synrgy180 Duo4 Package	VTX Wall Ball 14lb.	2	each
Accessory kit for Synrgy180 Duo4 Package	VTX Wall Ball 20lb.	2	each
Accessory kit for Synrgy180 Duo4 Package	Life Fitness Medicine Ball - 4 lb.	2	each
Accessory kit for Synrgy180 Duo4 Package	Life Fitness Medicine Ball - 6 lb.	2	each
Accessory kit for Synrgy180 Duo4 Package	Life Fitness Medicine Ball - 8 lb.	2	each
Accessory kit for Synrgy180 Duo4 Package	Life Fitness Medicine Ball - 10 lb.	2	each
Accessory kit for Synrgy180 Duo4 Package	Life Fitness Medicine Ball - 12 lb.	2	each
Accessory kit for Synrgy180 Duo4 Package	Life Fitness 55 cm Stability Ball - 1,250 Anti-Burst	2	each

Accessory kit for Synrgy180 Duo4 Package	Life Fitness 65 cm Stability Ball - 1,250 Anti-Burst	2	each
Accessory kit for Synrgy180 Duo4 Package	Troy VTX Slam Ball 10 lb.	2	each
Accessory kit for Synrgy180 Duo4 Package	Troy VTX Slam Ball 15 lb.	2	each
Accessory kit for Synrgy180 Duo4 Package	Troy VTX Slam Ball 20 lb.	2	each
Accessory kit for Synrgy180 Duo4 Package	Troy VTX Slam Ball 25 lb.	2	each
Accessory kit for Synrgy180 Duo4 Package	TRX Commercial Suspension Trainer V4	2	each
Accessory kit for Synrgy180 Duo4 Package	Life Fitness Jump Rope - 9 ft (Gray)	6	each
Accessory kit for Synrgy180 Duo4 Package	Slastix Pro Medium Resistance Band (Red)	6	each
Accessory kit for Synrgy180 Duo4 Package	Slastix Pro Very Heavy Resistance Band (Olive)	6	each
Accessory kit for Synrgy180 Duo4 Package	Strength Band - Medium - Black	6	each
Accessory kit for Synrgy180 Duo4 Package	Strength Band - Heavy - Purple	6	each
Accessory kit for Synrgy180 Duo4 Package	Strength Band - Extra Heavy - Green	6	each
Accessory kit for Synrgy180 Duo4 Package	Urethane Encased Olympic Plate 5lb.	2	each
Accessory kit for Synrgy180 Duo4 Package	Urethane Encased Olympic Plate 10lb.	4	each
Accessory kit for Synrgy180 Duo4 Package	Urethane Encased Olympic Grip Plate 25lb.	2	each
Accessory kit for Synrgy180 Duo4 Package	Urethane Encased Olympic Grip Plate 45lb.	2	each

Sports Flooring	Rally Performance Stacked ES502 Dark Gray Rolled Rubber (2.5mm + 12mm (U) x 48in) (sf) vulcanized composition rubber for conditional functional training and engineered to absorbed impact	5000	sq ft
Sports Flooring	E-Grip III Adhesive - high performance when set adhesive for the rubber flooring (quantity sufficient to complete the install	1	each

C. LICENSES. To perform the work described in this solicitation, bidders must hold a current C15 California Flooring Contractors License.

	License Number	Expiration Date	Name
State of California Flooring Contractors License (C15)	Class: C15 No.: 995914	08/31/2022	Future Image

Any bidder holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the bidder, in writing, of its decision prior to the bid closing. The City's decision is final.

D. DEPARTMENT REPRESENTATIVE. The Department Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

E. Notification Requirements. Contractor shall immediately notify the Department Representative. All notifications and required compliance documents regarding the contract shall be sent to:

David Picone
Health & Safety Officer
525 B street, 3rd floor
San Diego, CA 92101
dpicone@sandiego.gov
619-533-4466

Bid Tabulation: ITB 10089807-21-P Equipment and Repair Services for the Injury and Rehabilitation Program

Type	Model #	Brand/Model	Quantity	Price Each	Total Cost	List Substitutions below with explanation i.e. upgrade to, unavailable etc... Evaluated on a case by case basis (If greater detail is required use an additional sheet) SDFD will not take into consideration items added to this column when awarding this Solicitation.
Equipment List (priced as assembled and installed)						
Cardio Equipment	10062	Octane AirDyneX	2	each	\$1,093.75	\$2,187.50
Cardio Equipment	INT-TRD - DB - (SE3HD)	Life Fitness Integrity D Treadmill with Discover SE3HD Console (Arctic Silver)	2	each	\$10,323.00	\$20,646.00 spec sheet attached
Cardio Equipment	INXDSE-ALLXX	Life Fitness Integrity D Cross-trainer with Discover SE3HD Console (Arctic Silver)	2	each	\$8,190.00	\$16,380.00 spec sheet attached
Cardio Equipment	INRSSE-ALLXX	Life Fitness Integrity D Recumbent Lifecycle Bike with Discover SE3HD Console (Arctic Silver)	2	each	\$6,551.00	\$13,102.00 spec sheet attached
Cardio Equipment	LF-ARC-LB-SE3HD	Life Fitness Arc Trainer Lower Body with SE3HD Console (Arctic Silver or Titanium)	1	each	\$10,129.00	\$10,129.00 spec sheet attached
Cardio Equipment	INPMHD-ALLXX	Life Fitness Power mill with SE3HD Console (Arctic Silver or Titanium)	2	each	\$10,837.00	\$21,674.00 spec sheet attached
Cardio Equipment	GROUP-ROW	Life Fitness GX Row	1	each	\$2,499.00	\$2,499.00 spec sheet attached
Cardio Equipment	IC-IC7B1-01	Life Fitness IC7 Indoor Cycle	1	each	\$1,790.00	\$1,790.00 spec sheet attached
Strength Equipment	HS-RW	Hammer Select Row	1	each	\$3,795.00	\$3,450.00 spec sheet attached
Strength Equipment	HS-RW-7003	Hammer Select Row SE & Full Front Shroud Upgrade	1	each	\$0.00	\$345.00 spec sheet attached
Strength Equipment	HS-CP	Hammer Select Chest Press	1	each	\$3,795.00	\$3,450.00 spec sheet attached
Strength Equipment	HS-CP-7003	Hammer Select Chest Press SE & Full Front Shroud Upgrade	1	each	\$0.00	\$345.00 spec sheet attached
Strength Equipment	HS-BC	Hammer Select Biceps Curl	1	each	\$3,495.00	\$3,150.00 spec sheet attached
Strength Equipment	HS-BC-7003	Hammer Select Bicep Curl SE & Full Front Shroud Upgrade	1	each	\$0.00	\$345.00 spec sheet attached
Strength Equipment	HS-TE	Hammer Select Triceps Extension	1	each	\$3,495.00	\$3,150.00 spec sheet attached
Strength Equipment	HS-TE-7003	Hammer Select Triceps Extension SE & Full Front Shroud Upgrade	1	each	\$0.00	\$345.00 spec sheet attached
Strength Equipment	HS-SP	Hammer Select Shoulder Press	1	each	\$3,695.00	\$3,350.00 spec sheet attached
Strength Equipment	HS-SP-7003	Hammer Select Shoulder Press SE & Full Front Shroud Upgrade	1	each	\$0.00	\$345.00 spec sheet attached
Strength Equipment	HS-FLY	Hammer Select Pectoral Fly / Rear Deltoid	1	each	\$3,795.00	\$3,450.00 spec sheet attached
Strength Equipment	HS-FLY-7003	Hammer Select Pectoral Fly Rear Delt SE & Full Front Shroud Upgrade	1	each	\$0.00	\$345.00 spec sheet attached
Strength Equipment	HS-PD	Hammer Select Lat Pulldown	1	each	\$3,095.00	\$2,830.00 spec sheet attached
Strength Equipment	HS-PD-7003	Hammer Select Pulldown SE & Full Front Shroud Upgrade	1	each	\$0.00	\$265.00 spec sheet attached
Strength Equipment	HS-LE	Hammer Select Leg Extension	1	each	\$4,095.00	\$3,570.00 spec sheet attached
Strength Equipment	HS-LE-7003	Hammer Select Leg Extension SE & Full Front Shroud Upgrade	1	each	\$0.00	\$525.00 spec sheet attached
Strength Equipment	HS-LC	Hammer Select Leg Curl	1	each	\$3,795.00	\$3,360.00 spec sheet attached
Strength Equipment	HS-LC-7003	Hammer Select Leg Curl SE & Full Front Shroud Upgrade	1	each	\$0.00	\$435.00 spec sheet attached
Strength Equipment	CMDAP	Signature Series Cable Motion Dual Adjustable Pulley	2	each	\$6,443.08	\$12,886.15 spec sheet attached
Strength Equipment	FW-DR3	Dumbbell Rack - Three Tier	3	each	\$1,110.00	\$3,330.00 spec sheet attached
Strength Equipment	FW-DR-6301	Dumbbell Storage Tray (Bottom Tray)	3	each	\$0.00	\$0.00 Shelf style for FW-DR3 Dumbbell Rack
Strength Equipment	FW-DR-6201	Dumbbell Storage Tray (Middle Tray)	3	each	\$0.00	\$0.00 Shelf style for FW-DR3 Dumbbell Rack
Strength Equipment	FW-DR-6101	Dumbbell Storage Tray (Top Tray)	3	each	\$0.00	\$0.00 Shelf style for FW-DR3 Dumbbell Rack
Strength Equipment	FWMAB	Multi-Adjustable Bench	4	each	\$1,144.00	\$4,576.00
Strength Equipment	FW-UB75	Utility Bench (75 Degree)	1	each	\$424.00	\$424.00
Strength Equipment	FW-AC	Arm Curl (Seated)	1	each	\$917.00	\$917.00

Strength Equipment	FW-DB	Decline Bench	1	each	\$607.00	\$607.00	
Strength Equipment	O-FB	Olympic Flat Bench	1	each	\$843.00	\$843.00	
Strength Equipment	O-BWS	Olympic Bench Weight Storage (4 Weight Horns)	1	each	\$418.00	\$418.00	
Strength Equipment	HSSM	Smith Machine	1	each	\$4,461.00	\$4,461.00	
Strength Equipment	PL-LP	Leg Press	1	each	\$3,040.00	\$3,040.00	
Strength Equipment	OP-FS	Optima Series Stretch Trainer	1	each	\$795.00	\$795.00	
Strength Equipment	S180-CORE	Synrgy180 CORE	1	each	\$1,455.00	\$1,455.00	
Strength Equipment	S180-ADD	Synrgy180 (Add on Sections)	3	each	\$725.00	\$2,175.00	S180 Add On Core Unit
Strength Equipment	S180-MG	Synrgy180 Multi Grip Chin Up Option	2	each	\$255.00	\$510.00	S180 Chin Up Bar
Strength Equipment	S180-SBS	Synrgy180 Stability Ball Storage Option	4	each	\$110.00	\$440.00	S180 Shelf and Storage Component
Strength Equipment	S180-BOX	Synrgy180 Boxing Bag Connector Option	1	each	\$255.00	\$255.00	S180 Shelf and Storage Component
Strength Equipment	S180-WBT	Synrgy180 Wall Ball Target Option	1	each	\$255.00	\$255.00	S180 Shelf and Storage Component
Strength Equipment	S180-ACT	Synrgy180 Accessory Shelf Option	12	each	\$255.00	\$3,060.00	S180 Shelf and Storage Component
Strength Equipment	S180-DR	Synrgy180 Dual Rail Shelf Option	4	each	\$170.00	\$680.00	S180 Shelf and Storage Component
Strength Equipment	S180-SIDE-MAT	Synrgy180 Mat Side Storage Option	1	each	\$125.00	\$125.00	S180 Shelf and Storage Component
Strength Equipment	S180-SIDE-ROL	Synrgy180 Foam Roller Side Storage Option	1	each	\$295.00	\$295.00	S180 Shelf and Storage Component
Strength Equipment	HDT-PR	HD Athletic Power Rack (Add 1 Front & Rear X Member)	1	each	\$2,835.00	\$2,835.00	
Strength Equipment	HDT-XM42-TYPE1-TS	HD Athletic 42 in. Xmember Thick Skinny Bar	1	each	\$120.00	\$120.00	Front Chin Up Bar for HDT-PR
Strength Equipment	HDT-XM42-TYPE2-MG	HD Athletic 42 in. Xmember Multi Grip Bar	1	each	\$225.00	\$225.00	Rear Chin Up Bar for HDT-PR
Strength Equipment	HDT-PP	HD Athletic Power Pivot	1	each	\$325.00	\$325.00	Option for HDT-PR
Synrgy360XS Combo Package	360XS-COMBO	Synrgy360XS Combo Package	1	each	\$0.00	\$0.00	Synrgy 360XS Combo Package Configuration (items below)
Synrgy360XS Combo Package	EXTX-CVVV	Synrgy360XS Cable-Versa-Versa-Versa	1	each	\$6,684.00	\$6,684.00	Main Frame for Synrgy 360XS
Synrgy360XS Combo Package	SB	Synrgy360 Stall Bars	1	each	\$798.00	\$798.00	Component for Synrgy 360XS
Synrgy360XS Combo Package	ROC	Synrgy360 Rock Chin	1	each	\$301.00	\$301.00	Component for Synrgy 360XS
Synrgy360XS Combo Package	PP	Synrgy360 Power Pivot	1	each	\$724.00	\$724.00	Component for Synrgy 360XS
Synrgy360XS Combo Package	TRX	Synrgy360 Suspension Chin w/ TRX Suspension Trainer	1	each	\$585.00	\$585.00	Component for Synrgy 360XS
Synrgy360XS Combo Package	SUS	Synrgy360 Suspension Chin	1	each	\$301.00	\$301.00	Component for Synrgy 360XS
Synrgy360XS Combo Package	FXT-STP	Synrgy360 Step-Up Platform Attachment	1	each	\$425.00	\$425.00	Component for Synrgy 360XS
Synrgy360XS Combo Package	FXT-DIP	Synrgy360 Dip Handle Attachment	1	each	\$320.00	\$320.00	Component for Synrgy 360XS
Synrgy360XS Combo Package	FXT-BM	Synrgy360 Cable Crossover Boom Connector	1	each	\$583.00	\$583.00	Component for Synrgy 360XS
Synrgy360XS Combo Package	MJ-CORE	Cable Motion Multi-Jungle MJ Core	1	each	\$1,295.00	\$1,295.00	Core Frame for MJ components below
Synrgy360XS Combo Package	MJAP41-STA	Cable Motion Multi-Jungle Adjustable Pulley 4:1 Ratio	1	each	\$2,565.00	\$2,565.00	MJ Station (attaches to MJ-CORE)
Synrgy360XS Combo Package	MJAXO-STA	Cable Motion Multi-Jungle Adjustable Cable Crossover (Connects Cores)	1	each	\$4,495.00	\$4,495.00	MJ Station (attaches to MJ-CORE)
Synrgy360XS Combo Package	MJADC-STA	Cable Motion Dip Chin Assist	1	each	\$2,925.00	\$2,925.00	MJ Station (attaches to MJ-CORE)
Synrgy360XS Combo Package	MJDPH-STA	Cable Motion Dual Pulley High Station	1	Each	\$2,795.00	\$2,795.00	MJ Station (attaches to MJ-CORE)
Synrgy360XS Combo Package Accessory Kit	SP48M-0	Slastix Pro Medium Resistance Band (Red)	1	each	\$38.95	\$38.95	
Synrgy360XS Combo Package Accessory Kit	SP48VH-0	Slastix Pro Very Heavy Resistance Band (Olive)	1	each	\$42.95	\$42.95	
Synrgy360XS Combo Package Accessory Kit	68167	Strength Band -Ultra Heavy - Blue	1	each	\$45.22	\$45.22	
Synrgy360XS Combo Package Accessory Kit	68166	Strength Band - Extra Heavy - Green	1	each	\$34.87	\$34.87	
Synrgy360XS Combo Package Accessory Kit	13642	Power Training Rope 30 ft. (L) x 1-1/2 in. (Dia.) - Black	1	each	\$111.77	\$111.77	
Synrgy360XS Combo Package Accessory Kit	72051	Life Fitness Kettlebell - 15 lb.	1	each	\$58.95	\$58.95	
Synrgy360XS Combo Package Accessory Kit	72055	Life Fitness Kettlebell - 20 lb.	1	each	\$69.95	\$69.95	
Synrgy360XS Combo Package Accessory Kit	72059	Life Fitness Kettlebell - 30 lb.	1	each	\$79.95	\$79.95	
Synrgy360XS Combo Package Accessory Kit	72063	Life Fitness Kettlebell - 40 lb.	1	each	\$95.95	\$95.95	
Synrgy360XS Combo Package Accessory Kit	71007	Life Fitness Medicine Ball - 6 lb.	1	each	\$44.95	\$44.95	
Synrgy360XS Combo Package Accessory Kit	71009	Life Fitness Medicine Ball - 8 lb.	1	each	\$54.95	\$54.95	
Synrgy360XS Combo Package Accessory Kit	71011	Life Fitness Medicine Ball - 10 lb.	1	each	\$61.95	\$61.95	
Synrgy360XS Combo Package Accessory Kit	71013	Life Fitness Medicine Ball - 12 lb.	1	each	\$71.95	\$71.95	

Synrgy360XS Combo Package Accessory Kit	TRXRIPI-PACK	TRX Rip Trainer	1	each	\$180.00	\$180.00	
Free Weights	HS-DB-3000-02	Hammer Strength Round Rubber Encased Dumbbell Set 5-50lb	1	set	\$2,049.00	\$2,049.00	
Free Weights	HS-DB-3000-03	Hammer Strength Round Rubber Encased Dumbbell Set 55-75lb	1	set	\$1,849.00	\$1,849.00	
Free Weights	HS-DB-3000-04	Hammer Strength Round Rubber Encased Dumbbell Set 80-100lb	1	set	\$2,499.00	\$2,499.00	
Free Weights	HS-DB-3000-05	Hammer Strength Round Rubber Encased Dumbbell Set 7.5-27.5lb	1	set	\$825.00	\$825.00	
Free Weights	HS-DB-3005	Hammer Strength Round Rubber Encased Dumbbell 10lb (each)	2	each	\$60.00	\$120.00	
Free Weights	HS-DB-3007	Hammer Strength Round Rubber Encased Dumbbell 15lb (each)	2	each	\$77.00	\$154.00	
Free Weights	HS-DB-3009	Hammer Strength Round Rubber Encased Dumbbell 20lb (each)	2	each	\$85.00	\$170.00	
Free Weights	HS-DB-3011	Hammer Strength Round Rubber Encased Dumbbell 25lb (each)	2	each	\$95.00	\$190.00	
Free Weights	HS-BB-1000-02	Hammer Strength 12 Sided Urethane Straight Barbell Set 20-110lb	1	set	\$4,925.00	\$4,925.00	
Free Weights	HS-OP-2000	Hammer Strength Round Olympic Urethane Plate 45lb	24	each	\$134.40	\$3,225.60	
Free Weights	HS-OP-2002	Hammer Strength Round Olympic Urethane Plate 25lb	24	each	\$76.80	\$1,843.20	
Free Weights	HS-OP-2003	Hammer Strength Round Olympic Urethane Plate 10lb	16	each	\$30.72	\$491.52	
Free Weights	HS-OP-2004	Hammer Strength Round Olympic Urethane Plate 5lb	16	each	\$19.80	\$316.80	
Free Weights	HS-OP-2005	Hammer Strength Round Olympic Urethane Plate 2.5lb	8	each	\$12.60	\$100.80	
Free Weights	HS-BP-1001	Hammer Strength Urethane Bumper Plate 45 lb (Blue)	16	each	\$243.90	\$3,902.40	
Free Weights	HS-BP-1003	Hammer Strength Urethane Bumper Plate 25 lb (Green)	8	each	\$153.60	\$1,228.80	
Free Weights	HS-BP-1011	Hammer Strength Urethane Bumper Plate 10 kg (Green)	8	each	\$158.40	\$1,267.20	
Free Weights	HS-OB-1002	Hammer Strength 28mm Olympic Bar Chrome Mix Bearing 20kg	2	each	\$809.10	\$1,618.20	
Free Weights	HS-OB-6000	Hammer Strength Stainless Straight Curl Bar 5 ft	1	each	\$270.08	\$270.08	
Training Tools	HS-PB-2000	Hammer Soft Foam Plyo Box (20 x 24 x 30)	1	each	\$1,070.00	\$1,070.00	
Training Tools		FitFighter Steelhose - 10 lb	1	each	\$95.00	\$95.00	
Training Tools		FitFighter Steelhose - 20 lb	1	each	\$85.00	\$85.00	
Training Tools		FitFighter Steelhose - 30 lb	1	each	\$105.00	\$105.00	
Flexibility	OP-FS	Flexibility Trainer	25	each	\$795.00	\$19,875.00	
Flexibility	800SSClubStretch	TrueStretch Club	101	each	\$1,795.00	\$181,295.00	
Accessory kit for Synrgy180 Duo4 Package	13642	Power Training Rope 30 ft. (L) x 1-1/2 in. (Dia.) - Black	2	each	\$111.77	\$223.54	
Accessory kit for Synrgy180 Duo4 Package	72-10850-5P	Bosu Pro (Gray with Pump)	2	each	\$159.99	\$319.98	
Accessory kit for Synrgy180 Duo4 Package	HD-010R	HD-R 6 Sided Rubber Encased DB 10 lbs. (each)	4	each	\$12.14	\$48.56	
Accessory kit for Synrgy180 Duo4 Package	HD-020R	HD-R 6 Sided Rubber Encased DB 20 lbs. (each)	4	each	\$24.27	\$97.08	
Accessory kit for Synrgy180 Duo4 Package	HD-030R	HD-R 6 Sided Rubber Encased DB 30 lbs. (each)	4	each	\$36.41	\$145.64	
Accessory kit for Synrgy180 Duo4 Package	31	Sandbell 6lb (Filled)	2	each	\$0.00	\$0.00	
Accessory kit for Synrgy180 Duo4 Package	33	Sandbell 10lb (Filled)	2	each	\$0.00	\$0.00	
Accessory kit for Synrgy180 Duo4 Package	35	Sandbell 15lb (Filled)	2	each	\$0.00	\$0.00	
Accessory kit for Synrgy180 Duo4 Package	36	Sandbell 20lb (Filled)	2	each	\$0.00	\$0.00	
Accessory kit for Synrgy180 Duo4 Package	72051	Life Fitness Kettlebell - 15 lb.	2	each	\$58.95	\$117.90	
Accessory kit for Synrgy180 Duo4 Package	72055	Life Fitness Kettlebell - 20 lb.	2	each	\$69.95	\$139.90	

Accessory kit for Synrgy180 Duo4 Package	72057	Life Fitness Kettlebell - 25 lb.	2	each	\$74.95	\$149.90	
Accessory kit for Synrgy180 Duo4 Package	72059	Life Fitness Kettlebell - 30 lb.	2	each	\$79.95	\$159.90	
Accessory kit for Synrgy180 Duo4 Package	72061	Life Fitness Kettlebell - 35 lb.	2	each	\$85.95	\$171.90	
Accessory kit for Synrgy180 Duo4 Package	72063	Life Fitness Kettlebell - 40 lb.	2	each	\$95.95	\$191.90	
Accessory kit for Synrgy180 Duo4 Package	PWB-010	VTX Wall Ball 10lb.	2	each	\$60.46	\$120.92	
Accessory kit for Synrgy180 Duo4 Package	PWB-014	VTX Wall Ball 14lb.	2	each	\$67.57	\$135.14	
Accessory kit for Synrgy180 Duo4 Package	PWB-020	VTX Wall Ball 20lb.	2	each	\$83.58	\$167.16	
Accessory kit for Synrgy180 Duo4 Package	71005	Life Fitness Medicine Ball - 4 lb.	2	each	\$34.95	\$69.90	
Accessory kit for Synrgy180 Duo4 Package	71007	Life Fitness Medicine Ball - 6 lb.	2	each	\$44.95	\$89.90	
Accessory kit for Synrgy180 Duo4 Package	71009	Life Fitness Medicine Ball - 8 lb.	2	each	\$54.95	\$109.90	
Accessory kit for Synrgy180 Duo4 Package	71011	Life Fitness Medicine Ball - 10 lb.	2	each	\$61.95	\$123.90	
Accessory kit for Synrgy180 Duo4 Package	71013	Life Fitness Medicine Ball - 12 lb.	2	each	\$71.95	\$143.90	
Accessory kit for Synrgy180 Duo4 Package	71053	Life Fitness 55 cm Stability Ball - 1,250 Anti-Burst	2	each	\$39.95	\$79.90	
Accessory kit for Synrgy180 Duo4 Package	71055	Life Fitness 65 cm Stability Ball - 1,250 Anti-Burst	2	each	\$45.95	\$91.90	
Accessory kit for Synrgy180 Duo4 Package	GSMB-010	Troy VTX Slam Ball 10 lb.	2	each	\$31.12	\$62.24	
Accessory kit for Synrgy180 Duo4 Package	GSMB-015	Troy VTX Slam Ball 15 lb.	2	each	\$36.45	\$72.90	
Accessory kit for Synrgy180 Duo4 Package	GSMB-020	Troy VTX Slam Ball 20 lb.	2	each	\$47.12	\$94.24	
Accessory kit for Synrgy180 Duo4 Package	GSMB-025	Troy VTX Slam Ball 25 lb.	2	each	\$54.24	\$108.48	
Accessory kit for Synrgy180 Duo4 Package	TRXCLUB4	TRX Commercial Suspension Trainer V4	2	each	\$199.95	\$399.90	
Accessory kit for Synrgy180 Duo4 Package	72147	Life Fitness Jump Rope - 9 ft (Gray)	6	each	\$16.95	\$101.70	
Accessory kit for Synrgy180 Duo4 Package	SP48M-0	Slastix Pro Medium Resistance Band (Red)	6	each	\$38.95	\$233.70	
Accessory kit for Synrgy180 Duo4 Package	SP48VH-0	Slastix Pro Very Heavy Resistance Band (Olive)	6	each	\$42.95	\$257.70	
Accessory kit for Synrgy180 Duo4 Package	68164	Strength Band - Medium - Black	6	each	\$21.10	\$126.60	
Accessory kit for Synrgy180 Duo4 Package	68165	Strength Band - Heavy - Purple	6	each	\$25.39	\$152.34	
Accessory kit for Synrgy180 Duo4 Package	68166	Strength Band - Extra Heavy - Green	6	each	\$34.87	\$209.22	
Accessory kit for Synrgy180 Duo4 Package	GO-005U	Urethane Encased Olympic Plate 5lb.	2	each	\$17.45	\$34.90	
Accessory kit for Synrgy180 Duo4 Package	GO-010U	Urethane Encased Olympic Plate 10lb.	4	each	\$27.29	\$109.16	
Accessory kit for Synrgy180 Duo4 Package	GO-025U	Urethane Encased Olympic Grip Plate 25lb.	2	each	\$68.19	\$136.38	
Accessory kit for Synrgy180 Duo4 Package	GO-045U	Urethane Encased Olympic Grip Plate 45lb.	2	each	\$122.79	\$245.58	
Athletic specific sports flooring	LMNT-000292	Rally Performance Stacked ES502 Dark Gray Rolled Rubber (2.5mm + 12mm (U) x 48in) (sf) vulcanized composition rubber for conditional functional training and engineered to absorbed impact	5000	sq ft	\$5.86	\$29,300.00	
Athletic specific sports flooring	TRD-000002	E-Grip III Adhesive - high performance when set adhesive for the rubber flooring (quantity sufficient to complete the install	17	each	\$207.14	\$3,521.38	
Athletic specific sports flooring		Installation of the athletic Sports specific mat	1	each	\$35,769.00	\$35,769.00	Price includes the following: Demo of previous material, prep of the subfloor, installation of all flooring, including logos
Service contract		Full repair and equipment servicing - 3 year	1	each	\$7,995.00	\$7,995.00	All parts and labor covered for 3 years, includes quarterly maintainace program
Personalized logo		All fixed equipment to have the approved Health & Safety Office logo (imprint, embroidery, screened etc.)	1	each	\$4,800.00	\$4,800.00	Complementary Logos on Selectorized/Cardio/Strength, price for floor logos
Freight and Delivery		Freight, Delivery (non-tax)	1	each	\$38,352.00	\$38,352.00	
				Tax	\$38,789.00	\$38,789.00	
Bid Total items 1-154						\$585,643.75	



INT-TRD-DB-(SE3HD) - Integrity D Treadmill with Discover SE3HD Console

The Integrity Series treadmill is the evolution of the trusted Life Fitness workhorse. Multiple console choices let facilities create the experience that's right for their exercisers. Craft an engaging cardio experience with easy access to entertainment and fitness apps, or allow for intuitive get-on-and-go functionality. Walkers and runners both benefit from the comfort provided by FlexDeck technology, a running surface that reduces stress on the joints. Wireless internet connection allows facilities to monitor valuable asset data and make easy console software updates. Integrity treadmills are ideal for facilities looking for an inviting modern design with enough options to appeal to their exercisers.

Features:

Speed Range: (mph): 0.5 - 14mph (0.8 - 23 km/h) in 0.1 increments
Contact Heart Rate: Yes
Maximum User Weight: 400lbs
Dimensions: 82 x 36 x 56"
Unit Weight: 434lbs



INXDSE-ALLXX—Integrity D Crosstrainer with Discover SE3HD Console

Designed to offer a natural-feeling motion and an effective low-impact cardio workout for a wide range of exercisers. The elliptical path is the result of years of biomechanics research and ensures that each stride feels smooth and comfortable. Elevated aesthetics make the cross-trainer inviting, but it also stays true to the workhorse durability that the Integrity Series is known for. Multiple console choices let facilities choose the experience their exercisers want—create an engaging cardio experience with easy access to entertainment and fitness apps, or allow for intuitive get-on-and-go workouts. Wireless internet connection lets facilities gain insights from valuable user data and make easy console software updates. Integrity cross-trainers are for fitness facilities and health clubs that want an inviting modern design, and enough options to appeal to all of their exercisers.

Features:

Resistance Levels: 25
Heart Rate: Yes
Maximum User Weight: 400lbs
Dimensions: 86 x 29 x 64"
Unit Weight: 301lbs





INTEGRITY SERIES SSE RECUMBENT LIFECYCLE BIKE (INRSSE)

Special Features

- > Featuring streaming video and audio including Netflix™, Pandora® Radio and Spotify™
- > Virtual Lifescape™ courses and RunSocial™ allows exercisers to compete anywhere, anytime.
- > Proximity Bluetooth® and NFC login make the connection process easy. Exercisers can easily connect their headphones, heart rate devices and related Bluetooth enabled devices.
- > Heart Rate Monitoring: Lifepulse™ hand sensors with digital heart rate monitoring and Polar® telemetry (chest strap required)



Life Fitness On Demand**

- > Life Fitness On Demand™ is a library of on-demand cardio classes, available exclusively on Discover SE3 HD premium consoles. These classes are motivational, instructor-guided programs filmed in a studio setting. Classes range in length from 10 minutes to 40 minutes and offer a wide variety of programming styles for the beginner, intermediate, and advanced exerciser. Streaming these on-demand classes requires the cardio equipment to be connected to the internet.

Halo Fitness Cloud***

- > Halo Fitness Cloud enables facility customization, end-user personalization and facility management. Contact your sales representative for more detail.

Additional Features

- > **Discover SE3 HD Tablet Console:**
 - 16" Surface Capacity LCD allows true 1080p television viewing
 - Swipe™ Technology allows users to seamlessly navigate between screen with the swipe of a finger
 - The contemporary dashboard makes it easy to discover everything from entertainment apps and courses to tracking and progress
 - Screen Protection – protective top layer, internal shock mounts and gasket work together to effectively safeguard the console
- > Optional TV controls feature channel/track control, volume, closed captioning. Available with optional 15" Attachable TV System and MyE Integrated Receiver
- > Apple and Android device charging via universal USB port
- > Integrated accessory tray
- > 400 lbs maximum user weight
- > Quick-release removable shroud for simple serviceability
- > Front wheels for easy mobility
- > 25 resistance levels
- > Maximum resistance (Watts): 500
- > Self-powered; optional plug-in accessory
- > Wide Ride™ Pedals
- > Seat with lumbar support
- > 40 Fine-tuned seat adjustment positions
- > Wrap-around seat adjustment lever
- > Generator Drive System with 8-ribbed poly-V belt for smooth, quiet operation with reduced maintenance
- > Frame color: Arctic Silver





LIFE FITNESS LOWER BODY ARC TRAINER WITH DISCOVER SE3HD TABLET CONSOLE (INATLSH)

Exclusive Life Fitness Features

- > Wireless Internet Connectivity enables access to Halo Fitness Cloud, which offers detailed equipment data and valuable insights into exerciser habits, staffing needs and equipment layout suggestions.
- > Lower-Body Configuration is designed to concentrate on the lower body for added workout flexibility. Stationary arms allow exercisers to focus on power, HIIT training and calorie burn.
- > Provides a non-impact training solution to an extremely wide range of users from rehabilitation clients and deconditioned members up to professional athletes.
- > Over 1200 watts of available power allows it to be used for strength and power training.
- > 100 resistance levels.
- > 0-21 Incline levels: 0-6 (calves, glutes, hamstring); 7-14 (calves, glutes, hamstring and quads); 15-21 (quads).
- > Heart Rate Monitoring: Lifepulse™ hand sensors with digital heart rate monitoring and Polar® telemetry (chest strap required)



Additional Features

- > **Discover SE3HD Tablet Console**
 - 16" Surface Capacity LCD allows true 1080p high-definition television viewing
 - Featuring streaming apps* including Netflix™, Hulu™, Pandora® Radio, ESPN, YouTube, Pandora, Newsy, BBC, Flipboard, The Economist, Solitaire, Chess and Sudoku
 - Virtual Lifescape™ courses and RunSocial™ allows exercisers to compete anywhere, anytime.
 - Internet navigation*
 - Swipe™ Technology allows users to seamlessly navigate between screen with the swipe of a finger
- > 400 lbs maximum user weight
- > Frame colors: Titanium Storm, Arctic Silver, Diamond White, Black Onyx





DISCOVER SE3 HD POWERMILL

Exclusive Life Fitness Features

- > Halo Fitness Cloud: Halo offers insights into equipment use and exerciser behavior. It also allows for seamless software updates, facility-wide equipment settings, and service notifications.
- > Life Fitness Connect App: Offers seamless tracking and digital connectivity on and off all Life Fitness equipment through a free-to-download app.
- > SureStepSystem™ (S3) technology ensures that users are on stable footing throughout a workout.
- > 205 sq. in. of usable step space is the largest in the fitness industry
- > Multiple modular panels allow for easy internal access during maintenance
- > AC motor brings PowerMill to a smooth stop, and a mechanical brake then locks the steps in place until the machine is started again for a stable platform when setting up a workout
- > Heart Rate Monitoring: Lifepulse™ Digital Heart Rate Monitoring with DSP (Digital Signal Processing) and Polar® Telemetry (chest strap required)



Additional Features

- > **Discover SE3HD Tablet Console**
 - 16" Surface Capacity LCD allows true 1080p high-definition television viewing
 - Featuring streaming apps* including Netflix™, Hulu™, Pandora® Radio, ESPN, YouTube, Pandora, Newsy, BBC, Flipboard, The Economist, Solitaire, Chess and Sudoku
 - Virtual Lifescape™ courses and RunSocial™ allows exercisers to compete anywhere, anytime.
 - Internet navigation*
 - Swipe™ Technology allows users to seamlessly navigate between screen with the swipe of a finger
- > Customized Cool Down
- > 26 resistance levels
- > 400 lbs maximum user weight
- > Integrated reading rack, cup holder and accessory tray
- > Integrated TV controls on console including numeric keypad, channel/track control, volume, source select, closed captioning, mute, pause and "last" buttons
- > Frame colors: Titanium Storm, Arctic Silver, Diamond White, or Black Onyx





Airdyne X- Octane Airdyne Bike

Unit Weight: 350 lbs.

Size: 26"W x 55" L

- 26-blade performance fan
- Performance drive system
- Single-stage belt for instant activation
- Smooth motion
- HIIT training
- Calibration technology
- Essential workout stats and tachometer
- Moisture-repellent, double-coated steel body construction
- Biomechanically correct positioning
- Fore/aft seat and height adjustments
- Oversized, cushioned seat
- Anti-slip, triple-sided foot pegs
- Cordless operation
- Air Diverter included
- Warranty: 10 years frame, 3 years parts, 6 months labor



ICG® IC7 Indoor Cycle (IC-IC7B1-01)

The multiple award winning IC7 combines a modern design with an extended range of top features. The most precise WattRate® Power Meter, Coach By Color® intensity guide for the user and the instructor, maximum user comfort, easy servicing and data exchange with external devices makes the IC7 a one of a kind Indoor Cycle.



Assembled Dimensions: 132 x 52 x 102cm (52 x 20.5 x 40.2")

Assembled Weight: 54 kg / 119 lbs

Key Features:

- WattRate® Direct Power Meter (+/-1% tolerance)
- WattRate® TFT Computer 2.0 with color display
- Coach By Color® intensity guide (user and instructor)
- Self-Powered Generator with LiPo battery





HAMMER STRENGTH SELECT ROW (HS-RW)

Weight: 590 lbs **Size: in. = 52L x 34W x 71H**

- > Overhead pivot creates natural arc of motion
- > Multiple hand positions provide variety for mid- or upper-back exercises



HAMMER STRENGTH SELECT CHEST PRESS (HS-CP)

Weight: 560 lbs **Size: in. = 41L x 57W x 64H**

- > Pressing arm adjusts in five positions for multiple range-of-motion preferences
- > Built-in foot bar enhances user stabilization



HAMMER STRENGTH SELECT BICEPS CURL (HS-BC)

Weight: 450 lbs **Size: in. = 45L x 41W x 55H**

- > Arm pad is angled for stability and limits unwanted shoulder movement
- > Pivot is positioned for ideal alignment and angled handgrips reduce wrist strain





HAMMER STRENGTH SELECT TRICEPS EXTENSION (HS-TE)

Weight: 470 lbs **Size: in. = 45L x 44W x 55H**

- > Angled seat and arm pads enhance stability during exercise
- > Handle pivots automatically to accommodate varying forearm lengths



HAMMER STRENGTH SELECT SHOULDER PRESS (HS-SP)

Weight: 520 lbs **Size: in. = 60L x 56W x 64 H**

- > Choice of grips includes a neutral position for individual preference and anatomical limitations
- > Seat position provides range-of-motion adjustment





HAMMER STRENGTH SELECT PECTORAL FLY/REAR DELTOID (HS-FLY)

Weight: 580 lbs Size: in. = 49L x 56W x 71H

- > Incorporates two different exercise choices in one machine
- > Machine arms pivot to accommodate individual forearm length and path of motion
- > Handle positions are optimized to eliminate readjusting the seat between exercises



HAMMER STRENGTH SELECT LAT PULLDOWN (HS-PD)

Weight: 545 lbs Size: in. = 54L x 33W x 89H

- > Thigh pads easily adjust provide stability and comfort
- > Straight-bar with angled ends ensures correct arm and wrist position throughout motion





HAMMER STRENGTH SELECT LEG EXTENSION (HS-LE)

Weight: 570 lbs **Size: in. = 47L x 41W x 64H**

- > All adjustments are accessible from the seated position
- > Standard adjustable start position on Select SE provides five positions for individual preferences



HAMMER STRENGTH SELECT LEG CURL (HS-LC)

Weight: 475 lbs **Size: in. = 65L x 39W x 55H**

- > Divergent angle between hip and chest pads minimize lower-back stress
- > Standard adjustable start position on Select SE provides five positions for individual preferences



SIGNATURE SERIES CABLE MOTION DUAL ADJUSTABLE PULLEY (CMDAP)

Machine Weight: 1265 lbs **Weight Stack: 2 x 390 lbs**

Size: in. = 44L x 62W x 95H (With pull up handles)

Size: in. = 44L x 62W x 93H (Without pull up handles)

- > 20 adjustment positions per column allow users to perform over 225 exercises for the ultimate in strength training variety
- > 1:4 resistance level for low starting resistance and high speed movements suitable for sport-specific training
- > Low starting resistance for deconditioned or rehab users
- > Dual weight stacks allow unbalanced loading
- > Dual-roller mechanism provides smooth and easy adjustment
- > Includes accessory kit with 10 different handles, and instructional poster and CD.
- > These handles include a carabiner (2), long bar, short sport bar, triceps rope, short strap handle (2), long strap handle (2), 4-way ankle strap, belt and a leg extension/curl strap.





HAMMER STRENGTH 3 TIER DUMBBELL RACK (FW-DR3)

Machine Weight: 265 lbs **Starting Resistance: N/A**

Size: in. = 90L x 25W x 39H

- > The Three Tier Dumbbell Rack gives you convenient storage for 15 pairs of dumbbells
- > Optional: floor bumpers



HAMMER STRENGTH ADJUSTABLE BENCH (PRO STYLE) (FWMAB)

Machine Weight: 115 lbs **Starting Resistance: N/A**

Size: in. = 55L x 26W x 17H

- > Offers a professional style adjustable bench with the same high-grade durability and quality that comes with Hammer Strength benches and racks



HAMMER STRENGTH UTILITY BENCH – 75° (FW-UB75)

Machine Weight: 65 lbs **Starting Resistance: N/A**

Size: in. = 51L x 25W x 37H

- > Offers the functionality of a utility bench and a 75-degree curved footrest with the same high-grade durability and quality that comes with Hammer Strength benches and racks
- > Optional: floor bumpers





HAMMER STRENGTH SEATED ARM CURL (FW-AC)

Machine Weight: 160 lbs **Starting Resistance: N/A**

Size: in. = 39L x 36W x 43H

- > Offers the traditional preacher curl position with the same high-grade durability and quality that comes with Hammer Strength benches and racks
- > Optional: floor bumpers



HAMMER STRENGTH DECLINE/ABDOMINAL BENCH (FW-DB)

Machine Weight: 100 lbs **Starting Resistance: N/A**

Size: in. = 63L x 24W x 34H

- > Offers two workout options in one piece of equipment with the same high-grade durability and quality that comes with Hammer Strength benches and racks
- > Optional: floor bumpers



HAMMER STRENGTH OLYMPIC FLAT BENCH (O-FB)

Machine Weight: 145 lbs **Starting Resistance: N/A**

Size: in. = 52L x 50W x 50H

- > Offers an Olympic style flat bench press with the same high-grade durability and quality that comes with Hammer Strength benches and racks
- > Optional: weight storage (OBWS), floor bumpers (4)





HAMMER STRENGTH OLYMPIC BENCH WEIGHT STORAGE (O-BWS)

Machine Weight: 62 lbs Starting Resistance: N/A

Size: in. = 22L x 15W x 46H

- > Offers an Olympic style bench with weight storage options and the same high-grade durability and quality that comes with Hammer Strength benches and racks
- > Optional: floor bumpers
- > Shown here with Olympic Flat Bench (OFB). Also can be attached to the OFB (flat), OMB (military), OIB (incline), and ODB (decline)



HAMMER STRENGTH SMITH MACHINE (HSSM)

Machine Weight: 635 lbs Starting Resistance: 15 lbs

Size: in. = 43L x 86W x 91H

- > The Smith Machine bar path follows a seven-degree angle, which is the free weight motion of Olympic lifting — to give you the same workout environment as Olympic athletes.
- > Standard weight horns – 8
- > Adjustable bench not included



HAMMER STRENGTH HD ATHLETIC POWER RACK (HAD-PR)

Product Weight: 515 lbs

Foot Print in. = 77L x 65.5W x 97.5H

Live Area in. = 101L x 120W x 102H

- > A large training area provides the versatility needed to fit into any strength training program
- > Combine with other racks and accessories to create a workout area to fit your athletes.
- > Maximum versatility with minimum holes in the frame for a clean and attractive look.
- > Four high-wear colors for uprights and cross member options, and standard Hammer Strength color choices for the frames.
- > HD Athletic racks offer a wide range of configurations - Available options for this product :
 - > Frame color
 - > Upright Color
 - > Front Xmember Option
 - > Rear Xmember Option





HAMMER STRENGTH LEG PRESS (PL-LP)

Machine Weight: 535 lbs (242.7 kg)

Starting Resistance: 21 lbs (9.5 kg)

Max Resistance: 540 lbs/990 lbs (250 kg/500 kg) with Rhino horn per side

Dimensions: 62" x 97" x 57" (158cm x 245cm x 144cm)

Live Area: 110" x 109" x 57" (280cm x 276cm x 144cm)

Plate Capacity: 6-45 lb. plates (5-25 kg plates) per weight rod

- > Seat is angled at 35° and adjusts in 1/2" increments
- > Footplate is designed to maintain the ankle at 90° throughout the entire movement preventing undesirable forces in the ankle
- > Design encourages pushing down through the hips for proper exercise performance
- > Standard weight horns – 6



AXIOM SERIES FLEXIBILITY TRAINER (OP-FS)

Machine Weight: 78 lb (35 kg)

Size: 54" x 23" x 43" (137cm x 58cm x 109cm)

Live Area: 78" x 59" (198cm x 150cm)

Max User Weight: 300 lb (136 kg)

- > Supports proper body position for stretching
- > Uses gravity to stretch all major muscle groups in a compact design
- > Pivot system allows user to have a greater range of movement to accommodate various body types and levels of flexibility
- > Large instructional placard to help user perform stretches
- > Small wheels make for easy transport





SYNRGY360XS – COMBO PACKAGE

Machine Weight: 1,536 lbs Height: 96 in

Footprint: 7.4 ft x 9 ft

Recommended Live Area: 22 ft x 22 ft

This space-efficient training hub consolidates the variety of four distinctive training spaces. Our unique Synrgy360 concept's modular design can be customized to best reflect your training programs and objectives, and provide your exercisers with the motivational resources they want and need. The Synrgy360XS has five pre-selected packages, each containing a unique combination of various training modalities.

Combo Package

Motivate your exercisers with the compelling variety afforded by user-defined cable motion training. Integrated auxiliary attachment points and storage facilitate an array of different training programs for a Cable Station

- > 2 Suspension Chin Up Bars
- > Rock Grip Chin Up Bar
- > Power Pivot
- > 7 Accessory Storage Shelves
- > 4 Battle Rope Attachments
- > Step-Up Platform
- > Dip Handle
- > Rope Pull
- > Slam Station
- > Ball Storage
- > Stall Bars
- > For other configurations, visit www.lifefitness.com/synrgy360

Included Accessories: 1 TRX Suspension Trainer / 1 Short Handle/ 1 Long Handle / 1 DAP Training Belt / 1 Synrgy360 Power Pivot Bar

*Synrgy360XS is required to bolt to a concrete sub-floor





SYNRGY360XS – VERSA DAP PACKAGE

Machine Weight: 1,935 lbs Height: 96 in

Footprint: 9 ft x 9 ft

Recommended Live Area: 22 ft x 22 ft

This space-efficient training hub consolidates the variety of four distinctive training spaces. Our unique Synrgy360 concept's modular design can be customized to best reflect your training programs and objectives, and provide your exercisers with the motivational resources they want and need. The Synrgy360XS has five pre-selected packages, each containing a unique combination of various training modalities.

Versa DAP Package

Equip your facility with the essentials to support a wide range of training activities, including the compelling flexibility of an integrated Dual Adjustable Pulley. The most auxiliary attachment points and integrated storage available afford you the unique opportunity to create your own Synrgy360 experience.

- > 2 Cable Stations
- > 2 Suspension Chin Up Bars
- > Rock Grip Chin Up Bar
- > 5 Accessory Storage Shelves
- > 2 U-Link Adjustment Columns
- > 4 Battle Rope Attachments
- > Step-Up Platform
- > Dip Handle
- > Rope Pull
- > Slam Station
- > Ball Storage
- > Stall Bars
- > For other configurations, visit www.lifefitness.com/synrgy360

Included Accessories: 1 TRX Suspension Trainer / 2 Short Handles / 2 Long Handles / 1 DAP Training Belt

*Synrgy360XS is required to bolt to a concrete sub-floor

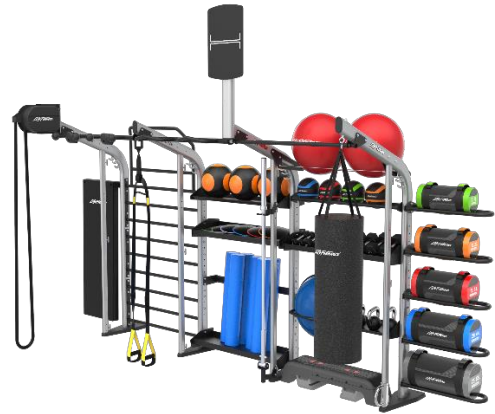




SYNRGY 180

The wall-adjacent SYNRGY180 is for facilities looking to incorporate a comprehensive, space-saving system for functional training.

- **EFFICIENCY** A full functional training system that doesn't take up valuable square footage. Facilities can create an efficiently robust training area that includes ample storage space
- **FLEXIBILITY** Scalable size and the ability to add the training modalities your exercisers want.
- **Great Design** Premium and inviting design improves the aesthetics of any facility.
- **Chin options**- Suspension chin, multi-grip, rock chin
- **Frame bottom options**- Battle rope anchor, Power Pivot
- **Frame top options**-Rope Pull, wall ball, boxing connector
- **Side Storage**-Bosu, accessory storage, dual rail, stability ball storage
- **Shelf options**- Dumbbell/Accessory shelf, vipr roller shelf, stall bars, bosu plus shelf
- **Wall ball target**





HD ATHLETIC 42" XMEMBER OPITONS

Thick/Skinny

HDA-XM42-65016

Pull up option 2

HDA-XM42-66016



Multi-Grip

HDA-XM42-66017

*Power Rack Rear only



POWER PIVOT (HDLPP)

- > Provides the ability to perform a variety of rotation exercises.
- > Locking feature keeps Olympic Bars secure
- > Compatible with all HD Elite Racks





**SIGNATURE SERIES MULTI-JUNGLE ASSIST DIP CHIN
(MJADC-STA)**

Station Weight: 650 lbs

Weight Stack: 390 lbs

Size: in. = 49L x 46.5 x 97.75H



**SIGNATURE SERIES MULTI-JUNGLE DUAL PULLEY HIGH
(MJDPH-STA)**

Station Weight: 430 lbs

Weight Stack: 290 lbs

User resistance per handle: 72.5 lbs

Size: in. = 20L x 50W x 92H

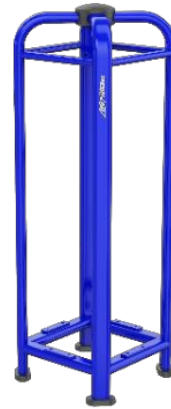
> Including: 2 Adjustable Handles





SIGNATURE SERIES MULTI-JUNGLE CORE (MJ-CORE)

Station Weight: 225 lbs
Weight Stack: N/A
Size: in. = 32.5L x 32.5W x 92H



SIGNATURE SERIES MULTI-JUNGLE ADJUSTABLE PULLEY 4:1 (MJAP41-ST)

Station Weight: 460 lbs
Weight Stack: 335 lbs
User resistance per handle: 97.5 lbs
Size: in. = 18L x 32.5W x 92H
> Including: 1 Long Handle, 1 Short Handle, 1 Ankle Strap



SIGNATURE SERIES MULTI-JUNGLE ADJUSTABLE CROSSOVER CONNECTS CORE (MJAXO-STA)

Station Weight: 600 lbs
Weight Stack: 190 lbs
User resistance per handle: 95 lbs
Size: in. = 148.5L x 32.5W x 92H
> Including: 2 Short Handles, 1 Ankle Strap





HAMMER STRENGTH ROUND RUBBER DUMBBELLS

- > Specifically formulated rubber blend is overmolded and bonded to this dumbbell core to provide an unmatched level of quality at an economical price
- > Industry's best press fit, with the dumbbell head and shaft hydraulically pressed and secured together to prevent loosening and rotation
- > Handle Size: 1-1/4" diameter up to 100 lbs
- > Handle Style: Flared, hard chrome plated
- > Weight range: 5 – 100 lbs
- > Customizable: No
- > Recommended Rack Style: Saddles
- > 3-year warranty
- > Available Sets*:
 - > Set 5 – 50 lbs: HS-DB-3000-01
 - > Set 55 – 100 lbs: HS-DB-3001-01
 - > Set 7.5 – 27.5 lbs: HS-DB-3002-01



* Dumbbells are sold as individuals, not as pairs. Item code unit of measure is each.

HAMMER STRENGTH 12-SIDE URETHANE FIXED BARBELLS

- > 12-sided barbell heads have equal weight distribution and reduce rolling.
- > All-around knurling for better grip and precision handling.
- > Available with Straight or EZ curl handles
- > Bright and visible weight numbers
- > Made with overmolded Urethane, pressed and welded handle to head
- > Coating: Hard Chrome Plated handle
- > Available Sets:
 - > EZ Curl Bar 20-110 lbs
 - > Straight Bar 20-110lbs
- > Weight each: 20 lbs, 30lbs, 40 lbs, 50 lbs, 60 lbs, 70 lbs, 80 lbs, 90 lbs, 100lbs, 110lbs
- > Warranty : Set 5 years - Each 5 years





HAMMER STRENGTH ROUND URETHANE OLYMPIC PLATES

- > Four ergonomic handles are designed to allow for easy pickup, storage, and have rougher grip texture for more control. (except on 5lb and 2.5)
- > Bright and visible weight numbers.
- > Stainless steel center ring provides a durable wear surface between the plate and the bar
- > Weights 2.5 lb, 5 lb, 10 lb, 25 lb, 35 lb, 45 lb
- > 5-year warranty



HAMMER STRENGTH URETHANE BUMPERS

- > Urethanes are extremely resistant to abrasion, cutting and tearing
- > Perfect mix of low bounce performance with enough flexibility to protect flooring
- > Made from precision machined high-grade-steel, and hard chrome plated
- > Molded-in raised color weight numbers for easy identification.
- > Material: Urethane
- > Durometer : 83-87 Shore A
- > Weights: 55 lb, 45 lb 35 lb, 25 lb
- > Colors: Available in Colors, or all Black
- > Plate Widths - Black: 25 lb: 1.5" (39 mm); 35 lb: 1.76" (45 mm); 45 lb: 2.05" (52 mm); 55 lb: 2.27" (58 mm)
- > Plate Widths – Color : Green 25 lb: 1.5" (39 mm); Yellow 35 lb: 1.76" (45 mm); Blue 45 lb: 2.05" (52 mm); Red 55 lb: 2.27" (58 mm)
- > Bumper Diameter : 450MM
- > Hub Diameter : 140 MM
- > 5 year warranty





OLYMPIC BARS BEARING (MENS)

- > Type of use : Weightlifting, Olympic Weightlifting, Competition
- > Shaft Diameter: 28 mm
- > Length: 7'
- > Loadable Sleeve Length: Needle Bearing 16.25", Hybrid Bearing 16.34"
- > Knurl Mark Spacing : 36"
- > Center Knurl Stainless Steel: Yes (Passive)
- > Center Knurl Hard Chrome: No
- > Available in: Hard Chrome(Hybrid & Needle Bearing), and Stainless Steel (Needle Bearing)
- > End Cap Color : Blue (Needle), Black (Hybrid)
- > Weight: 20kg / 44 lbs
- > 5 year warranty
- > Made in the USA



TRAININGS BAR BUSHING

- > Type of use : Technique Training
- > Shaft Diameter: 25 mm
- > Knurl Mark Spacing : 36"
- > Center Knurl: No
- > End Cap Color : Black
- > 5 year warranty
- > Made in the USA



AVAILABLE IN:

- > Aluminum
 - > Length : 6'
 - > Loadable Sleeve : 9.25"
 - > Weight: 5kg (11 lbs)
- > Hard Chrome
 - > Length : 5.5'
 - > Loadable Sleeve : 6.175"
 - > Weight: 10kg (22 lbs)





72047—Life Fitness Kettlebell

Thick, durable rubber coating and a smooth chrome handle for superior movement. Great for all traditional kettlebell exercises. Large, color-coded weight markers for easy identification make them a great choice for classes or studios. Black body with chrome handle. Ten weights, from 10 to 45 lbs. 2 year warranty.

Features:

- Durable black rubber coating
- Smooth chrome handle
- Large, color-coded weight markers
- 2 year warranty



71007—Life Fitness Medicine Ball

The incredibly durable LifeFitness Medicine Ball can be used to provide resistance for both static and dynamic exercises. The long-lasting textured surface makes it easy to hold, toss and catch. Available in multiple weights to meet a variety of training needs. Color coded for easy recognition. Not intended for ball “slams”.

Features:

- Color coded weights for easy recognition
- Textured surface for grip
- Available in 5 different weights



71055—Power Systems Life Fitness Stability Ball

With a burst resistant rating of 1,250 lbs. (567 kg.), LifeFitness Stability Balls are a great way to improve balance and core fitness. This gym ball is available in three sizes – 55, 65 and 75 cm. Each size is a different color. Ships deflated. Air pump sold separately.

Features:

- Burst resistant rating of 1,250 lbs. (567 kg.)
- Available in three sizes – 55, 65 and 75 cm.
- Colors: 55 cm. – red; 65 cm. – gray; 75 cm. – blue





72145—Power Systems Jump Rope

This premium jump rope is designed with heavy-duty handles and precision radial ball bearings to provide a smooth, gliding motion as you work out. It's perfect for working out either alone to get a great cardio workout, or with others, as part of group training. Available in four lengths to accommodate different heights and workout routines. Each length is a different color for easy identification.

Features:

- Available in 8, 9, 10, and 11' lengths, each in a different color
- Precision ball bearing movement in the handles ensures tangle-free jumping
- Heavy duty handles provide a sure grip for advanced exercises



68162—#68168 Power Systems Strength Bands

Available in 7 resistance levels! Made popular by power lifters, resistance bands attach to weight bars and benches to add resistance during lifts. Strength Bands are also effective for stretching the upper and lower body as well. The width of the band determines the resistance level. The greater the stretching distance of the band, the greater the resistance load. These bands are packable and portable and can be attached to bars to assist during pull-ups. Popular with weight lifters and CrossFit.

Features:

- Seamless latex rubber constructed in layers to prevent breakage
- Color coded to indicate resistance level
- All bands are 41" L
- Bands sold individually
- Selection from Extra Light to Super Heavy Resistance.



#13642 Power Training Rope

Nothing works the body for developing power quite like rope training. The various lengths and diameters push your stamina, grip strength and overall conditioning like no other workout. Find out what all the excitement is about and add rope training to your workout today!





TRXRIPI-PACK—TRX Rip Trainer

The Rip Trainer employs an innovative resistance cord system to create a variable, unbalanced load that enables development of core strength, explosive power, flexibility and endurance through movement patterns related to everyday life and sport. The Rip Trainer is easily portable and can be used virtually anyone anywhere by attaching it to any secure anchor point. The Rip Trainer Basic DVD includes a 30-minute real-time workout as well as set up, safety and use instruction. This kit also includes a 25-page, 18-exercise workout guide, a protective foam door anchor and a lightweight carrying bag. Build 3D strength— because life comes at you from all angles.



TRXCLUB4—TRX Commercial Suspension Trainer

The new TRX Commercial Suspension Trainer is lightweight (1.6lbs.), durable and locks in place.

Product Features:

- Locking carabiner - Strongest carabiner we have ever made (up to 15Kn/3,371 lbs); Keeps TRX straps secure
- New barrel lock adjuster - Lightweight and easy to use
- Commercial-grade rubber handles - Durable and ergonomic
- Ultra Durable equalizer loop - Made with Dupont® Kevlar® fiber for extended wear
- Safety Cord - New safety mechanism in unlikely event of Barrel Lock failure
- Includes three types of anchoring solutions and a free one-year subscription to the TRX app.
- 5 year warranty
- Allen Wrench - 2.5mm allen wrench secures locking carabiner





PWB—Troy VTX Wall Ball

The VTX Wall Ball comes in multiple sizes and colors. Each VTX Wall Ball is 14" diameter. Made of durable synthetic leather and designed for superior grip, each ball is stitched to our exacting specifications and comes with a 1 year commercial warranty. VTX Wall Balls are perfect for any athletic market applications. Available in 4 lb./ Yellow, 6 lb./Purple, 8 lb./Burgundy, 10 lb./ Black, 12 lb./Orange, and 14 lb./ Green, 16 lb. / Red 18 lb./ Gray, 20 lb. / Blue. Each Wall Ball comes with a 1 year warranty against breakage. *Please note our Wall Balls are tough but they're not slam balls. Slamming the VTX Wall Ball will void the warranty.*



GSMB Troy Barbell Slam Ball

The VTX slam ball is encased in a tough rubber shell that is equipped with an easy to grip surface. No bounce design. The VTX slam ball will add a new dimension to your workout.

Available in 10,15,20,25,30,35,45 and 50lb sizes



HD-R—Troy 6 Sided Rubber Encased Dumbbells

TROY Barbell carries a wide variety of dumbbells from the highest quality TROY pro style dumbbells to the basic cast hex dumbbell, all built with the user in mind. We have fully commercial dumbbells such as our TROY pro style series, TROY urethane encased solid dumbbells and our TROY 12 sided rubber encased dumbbells which will stand up to the most strenuous of workouts. We also carry dumbbells for the home such as our basic cast hex dumbbell, VTX 12 sided cast dumbbell and our VTX rubber encased dumbbell.





Hyperwear Sandbell

The SandBell is the most versatile and challenging, functional free weight on the market. The SandBell is a neoprene disc filled with sand that will challenge your strength, test your stamina and push your limits like nothing else.

Features:

- Patented design works grip, wrist and forearms
- Shifting sand provides active live weight
- Extremely durable, high quality design
- Safe for all ages, levels and facilities
- Multiple sizes available up to 50lbs
- ships FILLED WITH SAND



Stroops Slastix Pro Resistance Band

The Slastix®, or sleeved-elastic, is a staple in Stroops training. This durable resistance band adapts to your training needs. The clips on each end make it easy to use any Stroops attachment for your workouts. Clip the other end to an anchoring point and get moving. The 36" Slastix is the standard length and provides the most training versatility. Resistances vary for all fitness levels.

Available in: Medium, Very Heavy, Ultra Heavy



HAMMER STRENGTH 3-IN-1 SOFT PLYOMETRIC BOX

Product Weight: 56lb (25.4kg)

Product Dimensions: 20in x 24in x 30in (50.8cm x 60.7cm x 76.2cm)

Hammer Strength Soft Multi-Plyo Boxes help push athletes to reach new goals with a 51cm, 61cm and 76cm multi-plyometric box heights. Athletes going through rehab up to professional athletes looking for plyometric strength benefit from these Hammer Strength plyo boxes. Perform box jumps, box squats, squat lunges, incline and decline pushups without any hard edges or intimidating heights, allowing exercisers to progress.

- > Dense foam core for structure and weight for stability
- > Soft foam outer core
- > Anti-slip surface on all sides
- > Double-stitched vinyl seams for less wrinkles and more durability
- > Injury risk is minimized with soft foam edges and corners
- > Promotes progression





True Fitness True Stretch Cage

The TRUE Stretch Cage is a revolutionary concept that uses the natural approach to flexibility training. It helps users look and feel better while reducing their risk of injury. The TRUE Stretch Cage provides a dedicated, self-contained stretching area that allows users a safe platform for comprehensive stretching to increase flexibility. The TRUE Stretch eliminates the need for floor-based stretching or leaning uncomfortably over other equipment.

Features:

- Solid Steel Construction
- Space-Efficient Design
- Easy-to-Follow Stretching Placard
- **Footprint:** 87 x 60 x 48"
- **Machine Weight:** 180/246lbs
- **Maximum User Weight:** 500lbs



Hedstrom Bosu Pro

The BOSU® Pro Balance Trainer is currently used in fitness, sports conditioning and rehabilitation facilities. It is known industry-wide for balance, strength and flexibility training, as well as delivering a killer cardio workout that's fun. The BOSU® Pro Balance Trainer challenges the entire body with integrated, multi-joint movements requiring muscle groups to simultaneously work together. The BOSU® Pro Balance Trainer is designed for commercial use, great for personal trainers, physical therapists, and fitness instructors. It is designed with a patented non-slip, dually over-molded base meant to withstand continual daily gym usage.

Features:

- Latex-free, burst-resistant material
- 1-year limited warranty
- Black dually over-molded platform for extra strength
- Smooth, non-skid, non-marking base
- Holds up to 350lbs
- **Weight:** 15lbs
- **Diameter:** 65 cm
- **Height:** 25.4 cm when fully inflated
- Includes hand pump





LMNT-000292—Ecore Athletic Rally Performance Stacked ES502 Dark Gray Rolled Rubber

Tailored for heavy conditioning, Performance Rally is a 14.5mm vulcanized composition rubber product. Using patented itsTRU™ technology, a 2.5mm wear layer is fusion bonded to a 12mm shock-absorbing base layer to achieve a dynamic force reduction of 35.40%. This dual durometer system is engineered to absorb the impact force related to aggressive functional training, providing an ergonomically advanced surface that works in concert with the body.



Features:

- Sound and shock absorbent
- Fade resistant/wears well
- Slip resistant wet or dry
- Indoor Only
- **Flooring Type:** Rubber
- Form and Dimensions
- **Roll:** 0.57" x 48" x 25 LF
- **Interlocking Tile:** 0.57" x 23" x 23"

TRD-000002—Ecore Athletic E-Grip III Adhesive 4 Gallon Pail

E-Grip III is a revolutionary zero-VOC, low odor, one-component urethane adhesive formulated for use with Ecore surfaces. It features improved tack properties, helping to keep seams tight. E-Grip III has been specifically engineered to be solvent-free. With a moisture-cured, no-mix, non-sag and permanently elastic formula, it provides excellent adhesion to elastomers, concrete, and wood in both indoor and outdoor applications.



Coverage Rates:

- 120-square-feet/gallon – 1/16-inch by 1/32-inch by 5/64-inch U notch trowel
- 95-square-feet/gallon – 1/16-inch by 1/16-inch by 1/16-inch square notch trowel
- 60-square-feet/gallon – 1/8-inch by 1/8-inch by 1/8-inch square notch trowel





THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II
CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

EXHIBIT D

WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date

of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

2. Penalties for Violations. Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

3. Payroll Records. Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. Apprentices. Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), “[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

9.1. A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

9.2. A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

9.3. By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

10. Stop Order. For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

11. List of all Subcontractors. The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers,

utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City's request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

12.1. Registration. The Bidder will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

12.3. List of all Subcontractors. The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

B. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

1. Payment of Living Wages. Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

1.1 Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

1.2 LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

2. Compensated Leave. Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80)

hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

3. Uncompensated Leave. Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

4. Enforcement and Remedies. City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.

5. Payroll Records. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

5.1 For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

6. Certification of Compliance. San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

7. Annual Compliance Report. Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

8. Exemption from Living Wage Ordinance. Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

C. Highest Wage Rate Applies. Bidder is required to pay the highest applicable wage rate where more than one wage rate applies.