



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize standard agreement (purchase order) with PRO FITNESS SALES, INC. for repair and maintenance on all exercise equipment in the gymnasiums for the Institute of Public Safety on an as-needed basis during FY2024-2025. Fiscal Impact: Estimated \$4,350.00.

Presenter(s): Jamonica Rolle, Vice Provost, Academic Affairs

What is the purpose of this contract and why is it needed? The purpose of this contract with PRO FITNESS SALES, INC. for repair and maintenance for all the exercise equipment in the gymnasiums in Buildings 21 & 22 at the Institute of Public Safety on an as-needed basis during the FY2024-2025. This will ensure the safety and health of both employees and students.

What procurement process or bid waiver was used and why? Small purchase for Category One (\$0.00 - \$10,000) per College Procedure A6Hx2-6.34 was used, where there is no formal or informal competitive requirements for goods and services acquired by the College at this dollar threshold. One quote was obtained by the requesting department to identify the best value for the required commodity or service.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Yes. The funds are provided by the Tri-Party cost center AG0184.

What fund, cost center, and line item(s) were used? The fund, cost center and line item used: FD601, AG0184, GLC62500

Has Broward College used this vendor before for these products or services? Yes. The contractor provided the same service in the FY 2023-2024.

Was the product or service acceptable in the past? Yes. The Institute of Public Safety conducts regular inspections of the exercise equipment in Gymnasiums.

Was there a return on investment anticipated when entering this contract? The ROI was anticipated when entering this contract by inspecting the equipment after service.

Was that return on investment not met, met, or exceeded, and how? The ROI was Exceeded. The equipment in the Gymnasiums were inspected and proved to be in proper working order.

Does this directly or indirectly feed one of the Social Enterprise tactics and how?
Yes. This contract directly feeds the Empower Student Development portion of the Social Enterprise Plan by providing a best-in-class equipment for student experiences.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: This contract is paid for through the Tri-Party Fund. The Worktags for this contract are AG184, BU010, FD601, PG000272, GLC62500. The total estimated cost is \$4,350.00

06/30/25

AG0184 · CJI Tri Party Agreement

(\$4,350.00)

Jeffrey Nasse

Jeffrey Nasse, Provost and SVP of Academic Affairs

4/18/2024

APPROVAL PATH: 12045: Pro Fitness Sales - Repair and Maintenance FY 2024-2025



Workflow

Edit View

Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Wayne Boulter	Dean Review		✓ Completed	
2	Jamonica Rolle	Vice Provost Review		✓ Completed	
3	Jeffrey Nasse	Provost and SVP of Academic Affair		✓ Completed	
4	Natalia Triana-Aristizabal	Contracts Coordinator		✓ Completed	
5	Zaida Riollano	Procurement Approval		✓ Completed	
6	Rabia Azhar	CFO Review		✓ Completed	
6	Christine Sims	Budget Departmental Review		✓ Completed	
6	Legal Services Review Group	Review and Approval for Form and		✓ Completed	
7	Board Clerk	Agenda Preparation		✓ Completed	
8	District Board of Trustees	Board Meeting	06/25/24 01:00 PM	⌚ Pending	
9	Electronic Signature(s)	Signatures obtained via DocuSig		⌚ Pending	
10	Natalia Triana-Aristizabal	Contracts Coordinator		⌚ Pending	

EXHIBIT "A" TO PURCHASE ORDER

STATEMENT OF WORK

Description of Goods or Services & Payment:

Preventative Maintenance from: 7/1/24-6/30/25

The services and cost therefor are set forth in the Service Agreement and Quote attached hereto.



SERVICE AGREEMENT

1732 Corporate Drive
Boynton Beach, FL 33426
561-572-2066 • 561-572-2065 (fax)
ProFitnessSales.com

I. INTRODUCTION

This Service Agreement is designed to provide your exercise equipment with a regular servicing schedule for the purpose of routine inspection, maintenance and repairs needed to greatly reduce future equipment breakdowns.

II. CONTRACTOR'S SERVICE GUIDELINES

A. RESPONSE & TIME

1. **Service:** Although Pro Fitness suggests monthly service, Customer has the option to select scheduled maintenance on a monthly, bi-monthly or quarterly basis.
2. **Priority Service Calls:** If a priority service repair is required prior to scheduled maintenance, Pro Fitness will respond within two business days of a recorded date of call, using their best efforts to repair the problem as rapidly as possible, within the terms of this Agreement.

B. STOCK PARTS

Pro Fitness will maintain replacement parts in stock that are determined to be appropriate to provide reasonable service and maintenance of the equipment. All equipment will be serviced using only original manufacturer's parts or parts of equal or greater quality.

C. EQUIPMENT COVERED

1. A specific equipment list is provided at the bottom of this Agreement under the "Equipment Description" section.
2. Any change in fitness equipment, whether added or removed, during the Service Agreement may result in a change in fee.
3. Any residential equipment in a commercial facility will not be serviced by any Pro Fitness technician.
4. Fitness Accessories are the customers responsibility to monitor and maintain.

D. SERVICE OF EQUIPMENT

1. **Selectorized & Free Weight Machines:**
 - a. Labor to repair or replace parts as necessary (within time allotted per Service Schedule on bottom of Page 2).
 - b. Wipe down and lubricate runner guides.
 - c. Check belts, cables, hardware, weight stack plates and frames.
 - d. Safety check of machine operation when service is completed.
2. **Cardio Equipment:**
 - a. Labor to repair or replace parts as necessary (within time allotted per Service Schedule on bottom of Page 2).
 - b. Wipe down and/or lubricate chains, step guides or beds, and belts as applicable.
 - c. Wipe down frames, flywheels and covers.
 - d. Inspect electronics, audio, video and calibrate as needed.
 - e. Safety check of machine operation when service is completed.

III. AGREEMENT TERMS

A. LENGTH OF AGREEMENT

See Below.

B. CHARGES

Reconditioning, service and emergency calls will be charged on a per-visit basis. Parts are additional to labor.

C. PAYMENT

Invoices for labor and parts will be submitted on the day of service for payment on a Net-30 day term.

D. CANCELLATION

Either party may cancel this contract without penalty upon 30-day notice.

E. COMPLIANCE OR SPECIAL INSURANCE

If Customer requires document preparation and fees for a compliance company, a special request for Certificates of Insurance or participation in a fee-based online invoicing system, an annual fee of \$50 will be charged.



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IV. CUSTOMER RESPONSIBILITIES

A. SUPPLEMENTAL PROGRAM

This Service Agreement is considered a supplement to the maintenance that may be required by the Manufacturer. Customer should review their Owner's Manual to make sure the scheduled maintenance is in accordance with Manufacturers guidelines.

B. SAFETY

1. It is the Customer's direct responsibility to review and understand the Owner's Manual for each piece of fitness equipment in their facility. This includes not modifying any unit or adding accessories not intended for use as stated by the Manufacturer. Customer also retains direct responsibility to review manufacturers guidelines for securing strength units to sub floor.
2. Pro Fitness, as well as most manufacturers, suggests replacing all cables and fitness belting annually. Pro Fitness inspects cables/belts regularly for wear, but Customer retains responsibility to request replacement based on age.
3. The Customer retains the responsibility to inspect their fitness equipment daily, including accessories, bands, balls, dumbbells and any other fitness-related items.
4. It is the Customer's responsibility to review room and Owner's Manuals for safety space in and around all equipment.
 - a. American Society of Testing & Materials (ASTM) Guidelines state that treadmills should have a minimum of 6'6" safety space behind and 20" space on each side.
 - b. ASTM Guidelines state that stationary bikes, ellipticals, steppers, etc. should have at least 20" safety space to one side and ample space for safe passage and accessibility around each unit.
 - c. For ASTM Guidelines on strength machines, please consult your Owner's Manual for spacing specifications.
 - d. All fitness centers should have an ASTM Be Alert Poster (#F1749-46) displayed conspicuously in each room.
5. It is the Customer's responsibility to contact Pro Fitness and report any malfunctions, loose cables or any other potential issues that could impact the safety of their patrons.

It is understood and agreed that the scope of this agreement is limited to servicing of equipment only. Contractor is hereby held harmless by the customer, its agents, servants, employees and subcontractors against any and all liability for claims, loss, costs, damages, expenses, including attorney's fees arising out of, or in connection with, the condition or use by any third party of the equipment hereunder serviced. Customer also agrees to hold Contractor harmless for any and all claims of negligence, including but not limited to, Contractor's servicing of Customer's fitness equipment.

This Agreement made this 27th day of March 2024 between **PRO FITNESS SALES & SERVICES** and the following:

Customer: **Broward College - Institute of Public Safety**
3501 S. Davie Blvd., Bldgs. 21, 22

Contact: **Chandika Hanuman-Singh** Address:

City: **Davie**

State: **FL**

Zip: **33314**

Phone: **(954) 201-6929**

SERVICE SCHEDULE

Equipment will be serviced on a **bi-monthly** basis from **July 1, 2024** to **Open Ended**. The charges are based on a flat rate fee of **\$225** per visit up to **2 hours**, plus parts and applicable sales tax. Any additional time over the allotted amount will be billed at **\$95** per hour. Service and parts will be billed upon completion of service. Priority service calls between scheduled visits will be billed at **\$95** per hour, plus a **\$25** travel charge.

Equipment Description: BLDG #22 CARDIO: Treadmill, Elliptical, R-bike, Stairmaster Stepmill & Rower ----STRENGTH: (3) Punching Bags, (3) Title Platinum Racks, PS Dumbbells 3-12lbs, Stretch Cords & Medicine Balls 6-12lbs.
BLDG #21 Room A: CARDIO:Life Fitness 93T treadmill; Life Fitness 91X elliptical; Concept 2 Rowers (4), Rogue Echo Bike (2)----STRENGTH: Life Fitness: PS Tricep ext., PS Shoulder press, PS Pec Fly/rear delt, PS Chest press, PS Lat pull & Teeter
BLDG #21 Room B: STRENGTH: L.F.Hip Ab/Add, Lat/Row, Assit Dip/Chin, Ab Crunch, Smith Machine, Leg Ext, Leg press, Leg Curl & Rogue Olympic Rack

Authorized Signature

X_____

Date _____

Print Name _____

Title _____



1732 Corporate Drive
 Boynton Beach, FL 33426
 561-572-2066
 561-572-2065 Fax

QUOTATION

Quote # 27448

Date 3/27/2024

Bill to:

Broward College-Central Campus
 Accounts Payable Department
 6400 NW 6th Way, 3rd Floor
 Fort Lauderdale, FL 33309

Ship To

Institute of Public Safety
 3501 S. Davie Blvd.
 Building 21 & 22
 Davie, FL 33314
 954-201-6929

Qty	Item	Description	Unit	Total
6	BMonthly	<p>Preventative Maintenance Quote for the Equipment Listed Below: 7/1/24-6/30/25</p> <p>BLDG 21: (Room 1) CARDIO:LF Treadmill, LF Elliptical, (4) Concept 2 Rowers, (2) Rouge Bikes STRENGTH :LF Lat Pull, LF, Chest Press, LF Pec/Rear, LF Shoulder Press, LF Tricep Ext (Room 2) STRENGTH: LF Hip Ab/Add, Lat Row, Assist Dip/Chin, Ab Crunch, Smith Machine, Leg Ext, Seated Leg Press, Leg Curl & Rogue Olympic Rack</p> <p>BLDG 22: CARDIO:LF Treadmill; LF Elliptical, LF Recumbent Bike, Stairmaster Stepmill, Stairmaster Rower STRENGTH: (3)Punching Bags,3-12lbs Dbells w/Title Rack, Stretch Cords & Medicine Balls 6-12lbs</p> <p>Bi-Monthly Service of Fitness Equipment - Includes Wipe down, Lubricating & Checking of Cardio and Strength Equipment (6 times per year)</p> <p>Equipment will be Serviced for 1 year Expiring on 6/30/25 Priority Service Calls between scheduled visits will be billed at a reduced rate of \$95 per hour, plus a \$25 Travel Charge.</p> <p>*NOTE: This is only a Quote for Preventive Maintenance based on the List of Equipment dated 8/29/23. There may be adjustments if any equipment has been added or removed from your fitness center.</p>	225.00	1,350.00

Print Name _____

Signature _____

Date _____