

f) **Standard Purchasing Resolution 2: Low Bidders Meeting Specifications – Fitness Equipment**

Resolution #2017-11-179-J-4f

RESOLVED, That Troy City Council hereby **AWARDS** two (2) contracts to the low bidders meeting specifications to provide fitness equipment for the Troy Community Center to *Johnston Health Tech, N.A. DBA Matrix Fitness of Cottage Grove, WI* for \$18,950.20, and *Direct Fitness Solutions, LLC of Mundelein, IL* for \$15,498 as detailed below for an estimated total cost (less one to one trade ins) for an estimated grand total of \$34,448.20 all at prices contained in the bid tabulation dated October 20, 2016, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

	Direct Fitness Solutions, LLC	Johnston Health Tech, N.A. dba Matrix Fitness
TOTAL COST FOR NEW EQUIPMENT	\$20,098.00	\$20,950.20
Deduct Trade-Ins	\$4,600.00	\$2,000.00
Estimated Grand Total Cost bid as specified less Trade-in Items:	<u>\$15,498.00</u>	<u>\$18,950.20</u>

Estimated Grand Total Cost:	<u>\$34,448.20</u>
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BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the company's submission of properly executed bid and contract documents, including insurance certificates and all other specified requirements.

PURCHASE ORDER

No. 2018-00000669
 DATE: 11/17/2017
 PAGE: 1 of 1
 FOB DESTINATION

Ship To
 CITY OF TROY
 Parks and Recreation
 3179 LIVERNOIS
 TROY, MI 48083

Bill To
 CITY OF TROY
 Parks and Recreation
 3179 LIVERNOIS
 TROY, MI 48083

COUNCIL RESOLUTION
 2017-11-179-J-4

VENDOR NO. 163901

Vendor
 MATRIX FITNESS
 1600 LANDMARK DR
 COTTAGE GROVE, WI 53527

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lot	Fitness Equipment for Community Center Fitness Room	18,950.2000	\$18,950.20
1	Each	Fitness Equipment less trade-ins. Fitness equipment to be furnished and installed in the troy Community Center Fitness Room. All items to be furnished in accordance with all bid specifications as per ITB-COT 17-46 and your accepted proposal. Itemized pricing and trade-in information is attached to this purchase order. PAYMENT TERMS: NET30 Days.	0.0000	\$0.00

Entered By: Kristine Kallek

\$18,950.20

Special Instructions:

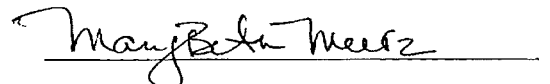
Deliver as per Bid Specifications in accordance with ITB-COT 17-46. Contact Brian Goul, Assistant Recreation director at 248 524 3529 prior to delivery. City Council approval Date 11/13/2017. Acceptable insurance certificate required to be on file prior to delivery and installation of equipment.

TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.



VENDOR NAME:	Johnston Health Tech, N.A. DBA Matrix Fitness Cottage Grove, WI
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EQUIPMENT FOR THE TROY COMMUNITY CENTER FITNESS ROOM LESS TRADE-INS IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AS FOLLOWS:

EQUIPMENT TO PURCHASE (1 FOR 1 TRADE-IN EXCHANGE)

DESCRIPTION- (No Substitutions)	Unit Price	Total Cost
ITEM #1 Three (3) PreCor AMT 835 w/open stride	no bid	no bid
ITEM #2 One (1) Matrix Rower	\$1,237.35	\$1,237.35
ITEM #3 Two (2) Cybex 625AT Arc Trainer	no bid	no bid
ITEM #4 Three (3) Matrix C5x Climbmill	\$4,288.35	\$12,865.05
ITEM #5 Four (4) Matrix U3x-06 Upright Bike	\$1,711.95	\$6,847.80
ITEM #6 Three (3) Octane XT4700 Elliptical w/standard Console	no bid	no bid
ITEM #7 One (1) Octane XR6000 X Ride Recumbent w/ standard console	no bid	no bid
ITEM #8 Two (2) Octane XT-One Elliptical w/ standard console	no bid	no bid
ITEM #9 One (1) SciFit Step One Recumbent Stepper w/ Premium Seat	no bid	no bid

EQUIPMENT TO PURCHASE ESTIMATED TOTAL: \$20,950.20

TRADE-INS

DESCRIPTION	Estimated Trade-in Amount (each)	Estimated trade-in Amount Total
ITEM #1 Three (3) PreCor AMT- 2014	\$0.00	\$0.00
ITEM #2 Three (3) PreCor EFX 885-2014	\$200.00	\$600.00
ITEM #3 One (1) Concept 2 Rower- 2014	\$200.00	\$200.00
ITEM #4 Two (2) Matrix Climbmater- 2012	\$400.00	\$800.00
ITEM #5 Four (4) Matrix U3x Upright Bike- 2013	\$200.00	\$800.00
ITEM #6 Five (5) Octane Pro 4700- 2014	\$0.00	\$0.00
ITEM #7 One (1) Octane XR6000 X Ride Seated Total Body Elliptical- 2014	\$0.00	\$0.00
ITEM #8 One (1) SciFit Step One Recumbent Stepper- 2010	\$0.00	\$0.00

TRADE-INS (DEDUCT): \$2,000.00

ESTIMATED NET TOTAL COST: \$18,950.20

DELIVERY SCHEDULE:	Yes or No	Yes
AUTHORIZED DEALER	Yes or No	Yes
SERVICE FACILITY:	Location:	St. Clair Shores, MI
	Miles	19
	Response	48 Hours
CONTACT INFORMATION:	Names	Alex Coyer
	24Hr Phone	586-863-2926
	Hrs of Operation	9AM-5PM
WARRANTY:	Document Marked	Blank
	All Wear Items	Yes
	All Parts & Labor	Yes
	Free 2nd Day Parts	Yes
	Free Service call	Yes
NO SUBCONTRACTORS:	Complies Yes or No	Yes
INSURANCE MET:	Yes or No	Yes
REFERENCES:	Yes or No	Yes
PAYMENT TERMS:		Net 30 Days
EXCEPTIONS:		No
FORMS:		Yes
ACKNOWLEDGEMENT:	Signed Yes or No	Yes

PURCHASE ORDER

No. 2018-00000666
 DATE: 11/17/2017
 PAGE: 1 of 1
 FOB DESTINATION

Ship To

CITY OF TROY
 Parks and Recreation
 3179 LIVERNOIS
 TROY, MI 48083

Bill To

CITY OF TROY
 Parks and Recreation
 3179 LIVERNOIS
 TROY, MI 48083

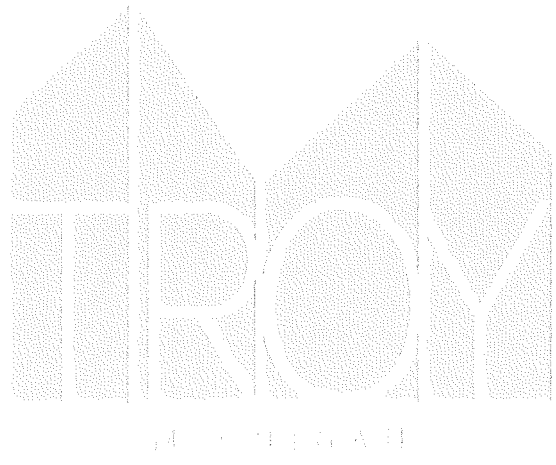
COUNCIL RESOLUTION
 2017-11-179-J-4f

VENDOR NO. 162014

Vendor

DIRECT FITNESS SOLUTIONS
 600 TOWER ROAD
 MUNDELEIN, IL 60060

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lot	Fitness Equipment Replacement at Community Center Fitness Equipment less Trade-ins. Fitness equipment to be furnished and installed in the Troy Community Center Fitness Room. All items to be furnished in accordance with all bid specifications as per ITB-COT 17-46 and your accepted proposal. Itemizing pricing and trade-in information is attached to this purchase order.	15,498.0000	\$15,498.00



Entered By: Kristine Kallek

\$15,498.00

Special Instructions:

Deliver as per Bid Specifications in accordance with ITB-COT 17-46. Contact Brian Goul, Assistant Recreation Director at 248 524 3529 prior to delivery. City Council approval Date: 11/13/2017. Acceptable insurance certificate required to be on file prior to delivery and installation of equipment.

TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.

VENDOR NAME: Direct Fitness Solutions, LLC
Mundelein, IL

EQUIPMENT FOR THE TROY COMMUNITY CENTER FITNESS ROOM LESS TRADE-INS IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AS FOLLOWS:

EQUIPMENT TO PURCHASE (1 FOR 1 TRADE-IN EXCHANGE)

	DESCRIPTION- (No Substitutions)	Unit Price	Total Cost
ITEM #1	Three (3) PreCor AMT 835 w/open stride	\$5,305.00	\$15,915.00
ITEM #2	One (1) Matrix Rower	\$900.00	\$900.00
ITEM #3	Two (2) Cybex 625AT Arc Trainer	\$4,610.00	\$9,220.00
ITEM #4	Three (3) Matrix C5x Climbmill	\$0.00	\$0.00
ITEM #5	Four (4) Matrix U3x-06 Upright Bike	\$1,660.00	\$6,640.00
ITEM #6	Three (3) Octane XT4700 Elliptical w/standard Console	\$3,750.00	\$11,250.00
ITEM #7	One (1) Octane XR6000 X Ride Recumbent w/ standard console	\$4,423.00	\$4,423.00
ITEM #8	Two (2) Octane XT-One Elliptical w/ standard console	\$4,890.00	\$9,780.00
ITEM #9	One (1) SciFit Step One Recumbent Stepper w/ Premium Seat	\$4,183.00	\$4,183.00
EQUIPMENT TO PURCHASE ESTIMATED TOTAL:			\$20,098.00

TRADE-INS

	DESCRIPTION	Estimated Trade-in Amount (each)	Estimated Trade-in Amount Total
ITEM #1	Three (3) PreCor AMT- 2014	\$1,200.00	\$3,600.00
ITEM #2	Three (3) PreCor EFX 885-2014	\$1,200.00	\$3,600.00
ITEM #3	One (1) Concept 2 Rower- 2014	\$200.00	\$200.00
ITEM #4	Two (2) Matrix Climbmater- 2012	\$0.00	\$0.00
ITEM #5	Four (4) Matrix U3x Upright Bike- 2013	\$50.00	\$200.00
ITEM #6	Five (5) Octane Pro 4700- 2014	\$800.00	\$4,000.00
ITEM #7	One (1) Octane XR6000 X Ride Seated Total Body Elliptical- 2014	\$800.00	\$800.00
ITEM #8	One (1) SciFit Step One Recumbent Stepper- 2010	\$1,000.00	\$1,000.00
TRADE-INS (DEDUCT):			\$4,600.00
ESTIMATED NET TOTAL COST:			\$15,498.00

DELIVERY SCHEDULE:	Yes or No	Yes
AUTHORIZED DEALER	Yes or No	Yes
SERVICE FACILITY:	Location:	Shelby Township, MI
	Miles	10
	Response	24-48 Hours
CONTACT INFORMATION:	Names	Jerry Saputo
	24Hr Phone	847-680-9300
	Hrs of Operation	8AM-5PM
WARRANTY:	Document Marked	Blank
	All Wear Items	Yes
	All Parts & Labor	Yes
	Free 2nd Day Parts	Yes
	Free Service call	Yes
NO SUBCONTRACTORS:	Complies Yes or No	Yes
INSURANCE MET:	Yes or No	Yes
REFERENCES:	Yes or No	No
PAYMENT TERMS:		Net 30
EXCEPTIONS:		No
FORMS:		Yes
ACKNOWLEDGEMENT:	Signed Yes or No	Yes

VENDOR NAME:	Direct Fitness Solutions, LLC	Johnston Health Tech, N.A.
	Mundelein, IL	DBA Matrix Fitness Cottage Grove, WI

TO PURCHASE AND INSTALL (20) TWENTY PIECES OF PHYSICAL FITNESS EQUIPMENT FOR THE TROY COMMUNITY CENTER FITNESS ROOM LESS TRADE-INS IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AS FOLLOWS:

EQUIPMENT TO PURCHASE (1 FOR 1 TRADE-IN EXCHANGE)						
DESCRIPTION- (No Substitutions)	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
ITEM #1 Three (3) PreCor AMT 835 w/open stride	\$5,305.00	\$15,915.00	no bid	no bid		
ITEM #2 One (1) Matrix Rower	\$900.00	\$900.00	\$1,237.35	\$1,237.35		
ITEM #3 Two (2) Cybex 625AT Arc Trainer	\$4,610.00	\$9,220.00	no bid	no bid		
ITEM #4 Three (3) Matrix C5x Climbmill	\$0.00	\$0.00	\$4,288.35	\$12,865.05		
ITEM #5 Four (4) Matrix U3x-06 Upright Bike	\$1,660.00	\$6,640.00	\$1,711.95	\$6,847.80		
ITEM #6 Three (3) Octane XT4700 Elliptical w/standard Console	\$3,750.00	\$11,250.00	no bid	no bid		
ITEM #7 One (1) Octane XR6000 X Ride Recumbent w/ standard console	\$4,423.00	\$4,423.00	no bid	no bid		
ITEM #8 Two (2) Octane XT-One Elliptical w/ standard console	\$4,890.00	\$9,780.00	no bid	no bid		
ITEM #9 One (1) SciFit Step One Recumbent Stepper w/ Premium Seat	\$4,183.00	\$4,183.00	no bid	no bid		

EQUIPMENT TO PURCHASE ESTIMATED TOTAL: \$20,098.00 \$20,950.20

TRADE-INS						
DESCRIPTION	Estimated Trade-in Amount (each)	Estimated Trade-in Amount Total	Estimated Trade-in Amount (each)	Estimated trade-in Amount Total	Estimated Trade-in Amount (each)	Estimated Trade-in Amount Total
ITEM #1 Three (3) PreCor AMT- 2014	\$1,200.00	\$3,600.00	\$0.00	\$0.00		
ITEM #2 Three (3) PreCor EFX 885-2014	\$1,200.00	\$3,600.00	\$200.00	\$600.00	1 to Matrix for	Climbmill
ITEM #3 One (1) Concept 2 Rower- 2014	\$200.00	\$200.00	\$200.00	\$200.00		
ITEM #4 Two (2) Matrix Climbmater- 2012	\$0.00	\$0.00	\$400.00	\$800.00		
ITEM #5 Four (4) Matrix U3x Upright Bike- 2013	\$50.00	\$200.00	\$200.00	\$800.00		
ITEM #6 Five (5) Octane Pro 4700- 2014	\$800.00	\$4,000.00	\$0.00	\$0.00		
ITEM #7 One (1) Octane XR6000 X Ride Seated Total Body Elliptical- 2014	\$800.00	\$800.00	\$0.00	\$0.00		
ITEM #8 One (1) SciFit Step One Recumbent Stepper- 2010	\$1,000.00	\$1,000.00	\$0.00	\$0.00		

TRADE-INS (DEDUCT): \$4,600.00 \$2,000.00

ESTIMATED NET TOTAL COST: \$15,498.00 \$18,950.20

DELIVERY SCHEDULE:	Yes or No	Yes	Yes
AUTHORIZED DEALER	Yes or No	Yes	Yes
SERVICE FACILITY:	Location:	Shelby Township, MI	St. Clair Shores, MI
	Miles	10	19
	Response	24-48 Hours	48 Hours
CONTACT INFORMATION:	Names	Jerry Saputo	Alex Coyer
	24Hr Phone	847-680-9300	586-863-2926
	Hrs of Operation	8AM-5PM	9AM-5PM
WARRANTY:	Document Marked	Blank	Blank
	All Wear Items	Yes	Yes
	All Parts & Labor	Yes	Yes
	Free 2nd Day Parts	Yes	Yes
	Free Service call	Yes	Yes
NO SUBCONTRACTORS:	Complies Yes or No	Yes	Yes
INSURANCE MET:	Yes or No	Yes	Yes
REFERENCES:	Yes or No	No	Yes
PAYMENT TERMS:		Net 30	Net 30 Days
EXCEPTIONS:		No	No
FORMS:		Yes	Yes
ACKNOWLEDGEMENT: Signed	Yes or No	Yes	Yes

Low bid as Specified.
 No Award Items.

ATTEST:
 Enna Bachelor
 Sue Reisterer
 Scott Mercer

MaryBeth Murz
 Purchasing Manager



**CITY OF TROY
BID PROPOSAL**

ITB-COT 17-46

Page 1 of 6

The undersigned proposes to purchase and install **NEW PHYSICAL FITNESS EQUIPMENT FOR THE TROY COMMUNITY CENTER LESS TRADE-INS**, in accordance with the specifications, which are to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: Direct Fitness Solutions, LLC

PROPOSAL: TO PURCHASE AND INSTALL (20) TWENTY PIECES OF PHYSICAL FITNESS EQUIPMENT FOR THE TROY COMMUNITY CENTER FITNESS ROOM LESS TRADE-INS IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AS FOLLOWS:

The undersigned, as bidder, declares that he/she has examined the specifications, including related documents. Being familiar with the conditions in the City of Troy and the type of work required, the bidder hereby proposes to furnish all labor, materials, equipment and supplies, to provide the services specified in the bid proposal documents, at the prices stated below. These prices are to cover all expenses incurred in performing the work required:

EQUIPMENT TO PURCHASE (1 for 1 trade-in exchange)			
Quantity	Description (No Substitutions)	Unit Cost (Each)	Estimated Total Cost
1	Three (3)	PreCor AMT 835 w/open stride	\$ 5305 /ea \$ 15,915
2	One (1)	Matrix Rower	\$ 900 /ea \$ 900
3	Two (2)	Cybox 625AT Arc Trainer	\$ 4610 /ea \$ 9220
4	Three (3)	Matrix C5x Climbmill	\$ /ea
5	Four (4)	Matrix U3x-06 Upright Bike	\$ 1660 /ea \$ 6640
6	Three (3)	Octane XT4700 Elliptical w/ standard console	\$ 3750 /ea \$ 11,250
7	One (1)	Octane XR6000 X Ride Recumbent w/ standard console	\$ 4423 /ea \$ 4423
8	Two (2)	Octane XT-One Elliptical w/standard console	\$ 4890 /ea \$ 9780
9	One (1)	SciFit Step One Recumbent Stepper w/Premium Seat	\$ 4183 /ea \$ 4183
A	TRADE-INS		\$ 62,311
Quantity	Description	Estimated Trade-In Amount (Each)	Estimated Trade-In Amount Total
Three (3)	PreCor AMT - 2014	(\$ 1200)	(\$ 3600)
Three (3)	PreCor EFX 885 - 2014	(\$ 1200)	(\$ 3600)
One (1)	Concept 2 Rower - 2014	(\$ 300)	(\$ 300)
Two (2)	Matrix Climbmater - 2012	0	0
Four (4)	Matrix U3x Upright Bike - 2013	(\$ 50)	(\$ 200)
Five (5)	Octane Pro 4700 - 2014	(\$ 800)	(\$ 4000)
One (1)	Octane XR6000 X Ride Seated Total Body Elliptical - 2014	(\$ 800)	(\$ 800)
One (1)	Sci Fit Step One Recumbent Stepper - 2010	(\$ 1000)	(\$ 1000)
	DEDUCT:	(\$)	(\$ 13,400)
		Estimated Net Total Cost	\$ 48,911

IMPORTANT:

In order to be considered for an award and your company is bidding on any items 1 – 7; it is **required** that items listed **under Item A** as a Trade-in have a corresponding purchase price.

The City intends to award this bid on a (1) one for (1) one exchange. For every piece of equipment purchased by the City from a vendor, that vendor **will be required** to purchase one (1) trade-in from the equipment listed under Item A. The decision as to which trade-ins will be awarded to what vendor will be made in the City of Troy's best interest and will be final.

NOTE: Include all delivery costs, handling, packaging, and service charges.

UNIT PRICES:

Unit prices prevail. The City of Troy Purchasing Department will correct all mathematical errors.

DESCRIPTIVE LITERATURE:

Please attach descriptive or pertinent literature relevant to your company's bid proposal at the time of bid submission. It is attached and marked _____ for your identification.

ADDITIONAL INFORMATION:

For questions about the specifications, please contact **Mr. Brian Goul**, Assistant Recreation Director at **(248) 524-3484**, between the hours of 8:00 AM and 4:30 PM, Monday through Friday.

DELIVERY:

All items are to be F.O.B. delivered, freight paid with inside delivery, to the Troy Community Center, 3179 Livernois Rd, Troy, MI 48083, ATTN: Brian Goul.

DELIVERY SCHEDULE:

It is preferred all equipment be delivered and installed at the Troy Community Center **by December 15, 2017**. It will be the successful bidder's responsibility to work with the department representative to establish an acceptable delivery and installation schedule. Installation shall be within two (2) business days after receipt of the equipment at the City's location. The equipment should not be delivered to the City's site unless the equipment is to be installed and made ready for use within the above parameters. The City of Troy is the only party to this contract that may authorize amendment to this schedule.

- Our Company can meet this delivery and installation schedule
- Our company cannot meet this delivery and installation schedule but offers: _____

DOWN-PAYMENTS OR PREPAYMENTS:

Any bid proposal submitted which requires a down-payment or prepayment prior to delivery and full acceptance of the item(s) as being in conformance with specifications will not be considered for award.

AWARD:

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment as specified, warranties, and the correlation of the proposal submitted to the needs of the City of Troy.

The City of Troy reserves the right to award this bid to the lowest responsible bidder(s) meeting specifications for the purchase of Physical Fitness Equipment when combined with an equal number of equipment pieces from the trade-in list under Item #7, or to combine the items in whatever manner is deemed to be in the City of Troy's best interest; to reject low bids which have major deviations from the specifications; to accept a higher bid which has only minor deviations; to accept or reject the trade-in offers.

COMPANY NAME: Direct Fitness Solutions, LLC

LOCAL PREFERENCE:

The City of Troy reserves the right to award a contract to a local business, one which pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

PURCHASE ORDER:

After approval of the successful bidder(s) by the Troy City Council, the purchase order issued from the City of Troy will create a bilateral contract between the parties and commit the successful bidder(s) to perform the contract in accordance with specifications. The Purchase orders will be released upon the City's acceptance of the specified insurance. A contract document/ agreement will not be issued.

CONTRACT FORMS:

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding "Iran Linked Business" forms and return with your bid proposal.

AUTHORIZED DEALER:

- Our company is an authorized distributor of the equipment specified
- Our company is not an authorized distributor of the equipment specified

SERVICE FACILITY:

Location: Shelby Township, MI

Number of miles from City of Troy: 10

Response Time for Service Calls: Within 24-48 hours to be onsite after initial request for service by a factory trained technician. (Number)

CONTACT INFORMATION:

Name(s): DFS Service Department
Jerry Saporito

24 Hr. Phone No. 847-680-9300
586-382-6562

Hours of operation: 8am-5pm

WARRANTY:

Please indicate the warranty items included in the bid price for the equipment bid. Each item must be completed with a Yes or No response.

WARRANTY DESCRIPTION	WARRANTY DURATION (Minimum)	INCLUDED	
		YES	NO
All "wear items"	3 Years	✓	
All parts and labor coverage	3 Years	✓	
Free second day parts shipping	3 Years	✓	
Free service call and technician travel at no additional cost to the City	3 Years	✓	

If your company can supply the warranty as described at an additional cost, please indicate this on supporting documentation marked _____ for identification.

SUBCONTRACTORS:

Service and warranty work cannot be subcontracted. The successful bidders(s) must be able to service and repair the equipment bid with in-house personnel.

Our Company complies with this requirement: (Circle one) **YES** or NO

COMPANY NAME: Direct Fitness Solutions, LLC

REFERENCES:

Please submit a list of *THREE CUSTOMERS* that currently use the make and model of the equipment bid. Include the name of the company, the address, phone number, contact person and email. The references are as follows:

COMPANY	ADDRESS	CONTACT PERSON	EMAIL	PHONE	YEAR PURCHASED
See Attached Addendum					

INSURANCE:

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE** and **ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Office at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

- We can meet the specified insurance requirements.
- We cannot meet the specified insurance requirements.
- We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____, at the cost of \$ _____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.
- Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements SHALL be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

NOTE: Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

OTHER: Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

INSURANCE VERIFICATION:

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

COMPANY NAME: Direct Fitness Solutions, LLC

WORKERS' COMPENSATION INSURANCE, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

COMMERCIAL GENERAL LIABILITY INSURANCE on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

AUTOMOBILE LIABILITY, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

ADDITIONAL INSURED:

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be ***Additional Insureds***: The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

CANCELLATION NOTICE:

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy
Purchasing Manager
500 West Big Beaver
Troy, MI 48084

PROOF OF INSURANCE COVERAGE:

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

COMPANY NAME: Direct Fitness Solutions, LLC

SIGNATURE PAGE

PRICES:

Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm through equipment delivery, trade-in pick-up, and final acceptance as operational in accordance with specifications.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Mark Kwiatkowski

NOTE:

The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

TAX ID#: 36-4202633

COMPANY NAME: Direct Fitness Solutions, LLC

ADDRESS 600 Tower Road CITY Mundelein STATE IL ZIP 60060

PHONE NUMBER 248-755-5748 FAX NUMBER 847-278-4588

REPRESENTATIVE'S NAME Mark Kwiatkowski

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE ^(Print) Mark Kwiatkowski

PAYMENT TERMS: Net 30 WARRANTY: AS SPECIFIED

E-MAIL: mark@directfitnesssolutions.com DELIVERY DATE: AS SPECIFIED

EXCEPTIONS:

Any exceptions, substitutions, deviations, etc., from the City specifications and this proposal must be stated below. The reason(s) for the exceptions, substitutions, and/or deviations are an integral part of this bid proposal offer:

Check this box if your bid is not to be broken up by item and based on an all or none award.

ACKNOWLEDGEMENT:

I, Mark Kwiatkowski, certify that I have read the **Instructions to Bidders** (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Mark Kwiatkowski

IMPORTANT: All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission.

U.S. FUNDS: All prices quoted are to be in U.S. Currency.
G:\Bid\FitnessEquipment ITB-COT 17-46.doc



BID SPECIFICATIONS PHYSICAL FITNESS EQUIPMENT

GENERAL:

The Troy Community Center, located at 3179 Livernois, Troy, Michigan, 48083, is seeking to purchase and have installed twenty (20) pieces of new Commercial Grade Physical Fitness Equipment for the Fitness Room. The fitness equipment bid must meet all requirements as specified. Brian Goul, Assistant Recreation Director is the contact for this project. (No substitutions will be allowed). All equipment is to be F.O.B. delivered freight paid with inside delivery to this location.

NEW EQUIPMENT TO PURCHASE: (20)

- 3 each – PreCor AMT835 with open stride
- 2 each – Cybex 625AT Arc Trainer
- 1 each – Matrix Rower
- 3 each – Matrix C5x Climbmill
- 4 each – Matrix U3x-06 Upright Bike
- 3 each – Octane XT4700 Ellipticals with standard console
- 1 each – Octane XR6000 X Ride Recumbent with standard console
- 2 each – Octane XT-One Elliptical with standard console
- 1 each – SciFit Step One Recumbent Stepper with Premium Seat

EQUIPMENT TRADE-INS: (20)

- | | |
|-----------|--------------------------------|
| Three (3) | PreCor AMT - 2014 |
| Three (3) | PreCor EFX885 - 2014 |
| One (1) | Concept 2 Rower - 2014 |
| Two (2) | Matrix Climbmater - 2012 |
| Four (4) | Matrix U3x Upright Bike - 2014 |
| Five (5) | Octane Pro 4700 - 2014 |
| One (1) | SciFit - 2010 |
| One (1) | Octane XR6000 XRide- 2014 |

Any prospective bidders may schedule an on-site appointment in order to inspect the existing equipment to be traded-in before bids are submitted. Please contact Brian Goul, Assistant Recreation Director at (248) 524-3484, between the hours of 8:00 am and 4:30 pm, Monday through Friday to make an appointment.

WARRANTY:

Minimum three (3) years warranty on the following:

- All parts and labor coverage
- All "wear items" (including running decks, belts, shrouds, grips, controls, etc)
- Free second day parts shipping.
- Free service calls (24 Hours) and technician travel at no additional cost to the City.

DETAILED REQUIREMENTS:

1. The successful bidder(s) must provide a manufacturer approved 3-year warranty that stipulates if something breaks during “normal” use, the vendor will cover all labor and materials to ensure complete repair of the unit at no cost to the City of Troy.
2. The repair (vendor) facility must be within 100 miles of the City of Troy. The successful bidder(s) must be able to respond to a service request by phone within 24 hours and be able to be on site for service calls within 48 hours after initial service request. Any non-stock defective parts will be replaced at no cost to the City within three (3) calendar days from date of service call.
3. The successful bidder(s) must be an authorized dealer of the equipment that is being supplied.
4. All equipment must be new.
5. The successful bidder(s) must install the equipment.
6. The successful bidder(s) must train the Recreation Staff in the proper use and everyday maintenance of the equipment.
7. Service and warranty work cannot be subcontracted. The successful bidder(s) must be able to service and repair the equipment bid with in-house personnel.



Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

A **corporation** duly organized and doing business under the laws of the State of Illinois for whom Mark Kuratowski, bearing the office title of Regional Sales Manager whose signature is affixed to this proposal, is duly authorized to execute contracts.

A **partnership**, all members of which, with addresses, is:

~~_____

_____~~

AN **INDIVIDUAL**, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

~~_____
_____~~



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

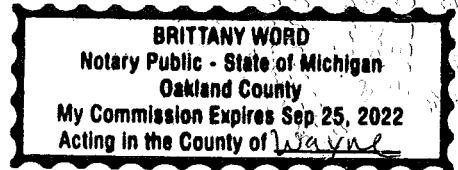
Mark Kwiatkowski, being duly sworn deposed, says that he/she
(Print Full Name)

is Regional Sales Manager The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

Mark Kwiatkowski

SIGNATURE OF PERSON SUBMITTING BID



Brittany Word

NOTARY'S SIGNATURE

Subscribed and sworn to before me this 30th day of

October, 2017 in and for

County.

My commission expires:

September 25th, 2022



**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

I am able to certify to the above statements.

Direct Fitness Solutions, LLC

Name of Agency/Company/Firm (Please Print)

Mark Kwiatkowski - Regional Sales Manager

Name and title of authorized representative (Please Print)

Signature of authorized representative
Date

I am unable to certify to the above statements. Attached is my explanation.



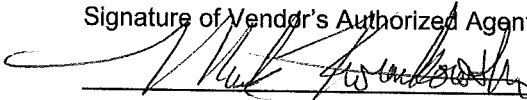
**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	Direct Fitness Solutions, LLC
Street Address	600 Tower Road
City	Mundelein,
State, Zip	Illinois 60060
Corporate I.D. Number/State	
Taxpayer I.D. #	40 36-4202633

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent:



Printed Name of Vendor's Authorized Agent:

Mark Kwiatkowski

Witness Signature:



Printed Name of Witness:

Kayla Hale



Additional Information for Cardio Equipment Bid

Proposed Items

Item 1

Specified Option: Precor AMT835 with Open Stride

DFS Option: Precor AMT835 with Open Stride

The AMT835 is currently used by the Livonia Recreation Center and Canton Summit on the Park.

Item 2

Specified Option: Matrix Rower

DFS Option: Concept 2 Model D Rower

The Concept 2 Model D is currently used by Beaumont's SOLA Life and Fitness Center.

Item 3

Specified Option: Cybex 625AT Arc Trainer

DFS Option: Precor EFX835 Elliptical Cross Trainer with Converging Stride Pattern

The EFX835 (most current version updated Fall 2016) is currently used by the Livonia Recreation Center and the University of Michigan Department of Rec Sports.

Item 4

Specified Option: Matrix C5x Climbmill

DFS Option: None

Item 5

Specified Option: Matrix U3x Upright Bike

DFS Option: Precor UBK615 Upright Bike

Washtenaw Parks and Recreation ordered the UBK615 (along with the RBK615 recumbent bike) in the Fall of 2016 for the Mary Lou Murray Recreation Center. Since receiving the bikes a year ago, they have not had a single service issue with them.



Item 6

Specified Option: Octane XT4700 Elliptical

DFS Option: Precor EFX731 Elliptical Cross Trainer

Dearborn Parks and Recreation ordered and EFX731 in early 2017 and it has worked out very well for them.

Item 7

Specified Item: Octane XR6000 X Ride Recumbent

DFS Option: SciFit Recumbent Elliptical (REX) with Premium Seat

Macomb Parks and Recreation has used the SciFit REX in their facility for the past seven years. They get new ones every three years since they have worked out so well.

Item 8

Specified Item: Octane XT-One Elliptical

DFS Option: Precor AMT733

Item 9

Specified Item: SciFit StepOne Recumbent Stepper

DFS Option 1: SciFit StepOne Recumbent Stepper

DFS Option 2: NuStepT4r (\$4095)

Both the SciFit StepOne and NuStep are excellent options with which you are familiar. We would be happy to sell you either product.

Advantages to Working with DFS

Quality Service/Warranty

Direct Fitness Solutions (DFS) has three factory trained service techs in Michigan. They carry many current Precor parts in their vehicles to help expedite the service process. Our service technicians are employees of DFS. We don't contract service out to a third party. Since our service is done in-house, you know you will be a top priority for us.

The equipment proposed in this bid includes a three year parts and labor warranty. The City of Troy also has the option to go with a standard warranty of two years parts/one year labor. If



The City decides to go that route, the price of the Precor and SciFit equipment will go down by \$165 per unit.

Installation

With our fleet of trucks and experienced installation crews, we can remove your old equipment and install the new equipment better and faster than our competitors. Instead of having a company going back and forth with one truck and taking multiple days to complete this job, we are able to complete the removal in a couple of hours and the installation in several hours. Like our service techs, our installation crews are factory-trained DFS employees. This is another service other companies will contract out to a third party. When working with DFS, you will have the same company selling, installing, and servicing the equipment for you.

Relationship After the Sale

The relationship with DFS doesn't disappear after the sale (or until we think you might be buying again). We take a lot of pride in helping out customers in other ways beyond just selling and servicing equipment. We've been available to consult on other projects if our knowledge will help. In addition, we are able to help you redesign your fitness equipment layout at no charge. Our company has a marketing manager trained to create layouts and help you find the most effective way to use your space.

Mark Kwiatkowski, DFS Regional Sales Manager, is also willing to be on site to help your staff learn about the new equipment once it is installed.

Stability

Over the past two years, there have been a lot of changes in the fitness industry, both nationally and locally. In contrast, DFS has been a dealer for Precor for the past 15 years (here in Michigan since 2007). Precor has committed to using its dealer distribution model to make sure its customers have strong local relationships with its dealers and provides the best installation and service available. When you buy from DFS/Precor, you know we will be around to take care of you and honor the commitments made in this deal.



Made in the USA

Precor (Woodinville, WA), SciFit (Tulsa, OK), and Concept 2 (Essexville, VT) are all made in the United States and have the quality to reflect where they are made.

Trade In Value

Precor has higher trade in values than other brands of equipment. If you look at your past bids, you will notice that Precor gets better trade in values (even from our competitors) than other brands. This is because our competitors have customers that want used Precor and are willing to pay a premium price for it compared to other brands.

MATRIX FITNESS

BID.SUBMISSION RESPONSE FOR

ITB-COT 17-46 FITNESS EQUIPMENT

DUE 11-2-17, 10am

**PHYSICAL FITNESS EQUIPMENT FOR
THE TROY COMMUNITY CENTER LESS TRADE-INS**

MATRIX

MATRIX FITNESS

**1600 LANDMARK DRIVE
COTTAGE GROVE, WI 53527**

JASON SWEKEL

Jason.swekel@matrixfitness.com

(734)740-1369

BID PROPOSAL – PAGES 1-6

MATRIX

**MATRIX FITNESS
1600 LANDMARK DRIVE
COTTAGE GROVE, WI 53527**



**CITY OF TROY
 BID PROPOSAL**

ITB-COT 17-46

Page 1 of 6

The undersigned proposes to purchase and install **NEW PHYSICAL FITNESS EQUIPMENT FOR THE TROY COMMUNITY CENTER LESS TRADE-INS**, in accordance with the specifications, which are to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: **JOHNSTON HEALTH TECH, N.A. DBA MATRIX FITNESS**

PROPOSAL: TO PURCHASE AND INSTALL (20) TWENTY PIECES OF PHYSICAL FITNESS EQUIPMENT FOR THE TROY COMMUNITY CENTER FITNESS ROOM LESS TRADE-INS IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS AS FOLLOWS:

The undersigned, as bidder, declares that he/she has examined the specifications, including related documents. Being familiar with the conditions in the City of Troy and the type of work required, the bidder hereby proposes to furnish all labor, materials, equipment and supplies, to provide the services specified in the bid proposal documents, at the prices stated below. These prices are to cover all expenses incurred in performing the work required:

EQUIPMENT TO PURCHASE (1 for 1 trade-in exchange)				
	Quantity	Description (No Substitutions)	Unit Cost (Each)	Estimated Total Cost
1	Three (3)	PreCor AMT 835 w/open stride	\$ no bid /ea	\$
2	One (1)	Matrix Rower	\$ 1237.35 /ea	\$ 1237.35
3	Two (2)	Cybex 625AT Arc Trainer	\$ no bid /ea	\$
4	Three (3)	Matrix C5x Climbmill	\$ 4288.35 /ea	\$ 12,865.05
5	Four (4)	Matrix U3x-06 Upright Bike	\$ 1711.95 /ea	\$ 6847.80
6	Three (3)	Octane XT4700 Elliptical w/ standard console	\$ no bid /ea	\$
7	One (1)	Octane XR6000 X Ride Recumbent w/ standard console	\$ no bid /ea	\$
8	Two (2)	Octane XT-One Elliptical w/standard console	\$ no bid /ea	\$
9	One (1)	SciFit Step One Recumbent Stepper w/Premium Seat	\$ no bid /ea	\$
A	TRADE-INS			
	Quantity	Description	Estimated Trade-In Amount (Each)	Estimated Trade-In Amount Total
	Three (3)	PreCor AMT - 2014	(\$ 0)	(\$)
	Three (3)	PreCor EFX 885 - 2014	(\$ 200)	(\$ 600)
	One (1)	Concept 2 Rower - 2014	(\$ 200)	(\$ 200)
	Two (2)	Matrix Climbmater - 2012	400	800
	Four (4)	Matrix U3x Upright Bike - 2013	(\$ 200)	(\$ 800)
	Five (5)	Octane Pro 4700 - 2014	(\$ 0)	(\$ 0)
	One (1)	Octane XR6000 X Ride Seated Total Body Elliptical - 2014	(\$ 0)	(\$ 0)
	One (1)	Sci Fit Step One Recumbent Stepper - 2010	(\$)	(\$ 0)
		DEDUCT:	(\$)	(\$ 2400)
			Estimated Net Total Cost	\$ 18,550.20

IMPORTANT:

In order to be considered for an award and your company is bidding on any items 1 – 7; it is **required** that items listed **under Item A** as a Trade-in have a corresponding purchase price.

The City intends to award this bid on a (1) one for (1) one exchange. For every piece of equipment purchased by the City from a vendor, that vendor **will be required** to purchase one (1) trade-in from the equipment listed under Item A. The decision as to which trade-ins will be awarded to what vendor will be made in the City of Troy's best interest and will be final.

NOTE: Include all delivery costs, handling, packaging, and service charges.

UNIT PRICES:

Unit prices prevail. The City of Troy Purchasing Department will correct all mathematical errors.

DESCRIPTIVE LITERATURE:

Please attach descriptive or pertinent literature relevant to your company's bid proposal at the time of bid submission. It is attached and marked PRODUCT SPECIFICATIONS for your identification.

ADDITIONAL INFORMATION:

For questions about the specifications, please contact **Mr. Brian Goul**, Assistant Recreation Director at **(248) 524-3484**, between the hours of 8:00 AM and 4:30 PM, Monday through Friday.

DELIVERY:

All items are to be F.O.B. delivered, freight paid with inside delivery, to the Troy Community Center, 3179 Livernois Rd, Troy, MI 48083, ATTN: Brian Goul.

DELIVERY SCHEDULE:

It is preferred all equipment be delivered and installed at the Troy Community Center **by December 15, 2017**. It will be the successful bidder's responsibility to work with the department representative to establish an acceptable delivery and installation schedule. Installation shall be within two (2) business days after receipt of the equipment at the City's location. The equipment should not be delivered to the City's site unless the equipment is to be installed and made ready for use within the above parameters. The City of Troy is the only party to this contract that may authorize amendment to this schedule.

Our Company can meet this delivery and installation schedule

Our company cannot meet this delivery and installation schedule but offers: _____

DOWN-PAYMENTS OR PREPAYMENTS:

Any bid proposal submitted which requires a down-payment or prepayment prior to delivery and full acceptance of the item(s) as being in conformance with specifications will not be considered for award.

AWARD:

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment as specified, warranties, and the correlation of the proposal submitted to the needs of the City of Troy.

The City of Troy reserves the right to award this bid to the lowest responsible bidder(s) meeting specifications for the purchase of Physical Fitness Equipment when combined with an equal number of equipment pieces from the trade-in list under Item #7, or to combine the items in whatever manner is deemed to be in the City of Troy's best interest; to reject low bids which have major deviations from the specifications; to accept a higher bid which has only minor deviations; to accept or reject the trade-in offers.

COMPANY NAME: **JOHNSON HEALTH TECH N.A. DBA MATRIX FITNESS**

LOCAL PREFERENCE:

The City of Troy reserves the right to award a contract to a local business, one which pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

PURCHASE ORDER:

After approval of the successful bidder(s) by the Troy City Council, the purchase order issued from the City of Troy will create a bilateral contract between the parties and commit the successful bidder(s) to perform the contract in accordance with specifications. The Purchase orders will be released upon the City's acceptance of the specified insurance. A contract document/ agreement will not be issued.

CONTRACT FORMS:

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding "Iran Linked Business" forms and return with your bid proposal.

AUTHORIZED DEALER:

- () Our company is an authorized distributor of the equipment specified - **MANUFACTURER**
- () Our company is not an authorized distributor of the equipment specified

SERVICE FACILITY:

Location: ST. CLAIR SHORES, MI

Number of miles from City of Troy: 19

Response Time for Service Calls: Within 48 hours to be onsite after initial request for service by a factory trained technician. (Number)

CONTACT INFORMATION:

Name(s): ALEX COYER

24 Hr. Phone No. 586-863-2926

Hours of operation: 9A - 5P

WARRANTY:

Please indicate the warranty items included in the bid price for the equipment bid. Each item must be completed with a Yes or No response.

WARRANTY DESCRIPTION	WARRANTY DURATION (Minimum)	INCLUDED	
		YES	NO
All "wear items"	3 Years	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All parts and labor coverage	3 Years	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Free second day parts shipping	3 Years	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Free service call and technician travel at no additional cost to the City	3 Years	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If your company can supply the warranty as described at an additional cost, please indicate this on supporting documentation marked _____ for identification.

SUBCONTRACTORS:

Service and warranty work cannot be subcontracted. The successful bidders(s) must be able to service and repair the equipment bid with in-house personnel.

Our Company complies with this requirement: (Circle one) YES or NO

COMPANY NAME: JOHNSON HEALTH TECH, N.A. DBA MATRIX FITNESS

REFERENCES:

Please submit a list of *THREE CUSTOMERS* that currently use the make and model of the equipment bid. Include the name of the company, the address, phone number, contact person and email. The references are as follows:

COMPANY	ADDRESS	CONTACT PERSON	EMAIL	PHONE	YEAR PURCHASED
The University of Michigan	401 Washtenaw Avenue	Lisa Shea	lmhaake@umich.edu	734-936-0602	2017
City of Warren - Parks and Recreation	5460 Arden Warren, MI 48092	Sheldon Miller	smiller@cityofwarren.org	586-268-8400	2017
YMCA of Greater Toledo	1500 N. Superior Street Toledo, OH	Casey Holck	cholck@ymcatoledo.org	419-725-7838	2017

INSURANCE:

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE** and **ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Office at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

- We can meet the specified insurance requirements.
- We cannot meet the specified insurance requirements.
- We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____, at the cost of \$ _____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.
- Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements SHALL be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

NOTE: Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

OTHER: Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

INSURANCE VERIFICATION:

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

COMPANY NAME: JOHNSON HEALTH TECH, N.A. DBA MATRIX FITNESS

WORKERS' COMPENSATION INSURANCE, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

COMMERCIAL GENERAL LIABILITY INSURANCE on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

AUTOMOBILE LIABILITY, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

ADDITIONAL INSURED:

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be ***Additional Insureds***: The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

CANCELLATION NOTICE:

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy
Purchasing Manager
500 West Big Beaver
Troy, MI 48084

PROOF OF INSURANCE COVERAGE:

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

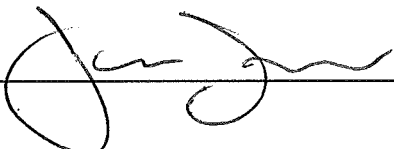
If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

COMPANY NAME: JOHNSON HEALTH TECH, N.A. dba MATRIX FITNESS

SIGNATURE PAGE

PRICES:

Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm through equipment delivery, trade-in pick-up, and final acceptance as operational in accordance with specifications.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____


NOTE:

The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

TAX ID#: 26-3652291

COMPANY NAME: JOHNSON HEALTH TECH, N.A. DBA MATRIX FITNESS

ADDRESS 1600 LANDMARK DRIVE CITY COTTAGE GROVE STATE WI ZIP 53527

PHONE NUMBER 734-740-1369 FAX NUMBER 608-839-5689

REPRESENTATIVE'S NAME JASON SWEKEL

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE _____
(Print)

PAYMENT TERMS: NET 30 DAYS WARRANTY: AS SPECIFIED

E-MAIL: JASON.SWEKEL@MATRIXFITNESS.COM DELIVERY DATE: AS SPECIFIED

EXCEPTIONS:

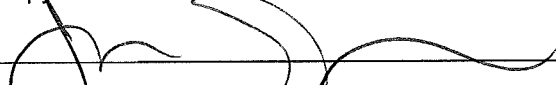
Any exceptions, substitutions, deviations, etc., from the City specifications and this proposal must be stated below. The reason(s) for the exceptions, substitutions, and/or deviations are an integral part of this bid proposal offer:

NO EXCEPTIONS

Check this box if your bid is not to be broken up by item and based on an all or none award.

ACKNOWLEDGEMENT:

I, JASON SWEKEL, certify that I have read the *Instructions to Bidders* (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____


IMPORTANT: All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission.

U.S. FUNDS: All prices quoted are to be in U.S. Currency.

PRODUCT SPECIFICATIONS

MATRIX

**MATRIX FITNESS
1600 LANDMARK DRIVE
COTTAGE GROVE, WI 53527**

Rower



- Seat lock offers enhanced stability when getting on or off the rower
- Compact footprint offers easy placement virtually anywhere in your facility
- Ergonomic contours of the seat makes intense training sessions more comfortable than ever
- Clearly defined quick keys provide instant access to sprinting, distance rowing and high-intensity interval training programs
- Adjustable, backlit console makes it easy to set your training goal and measure your results
- Brushed aluminum flywheel with 10 precise magnetic resistance settings offers challenge to first-time users and experienced rowers alike
- High-quality cord is paired with a long aluminum rail reinforced with stainless-steel strips to stand up to a steady stream of users in the busiest exercise environments
- Can be tilted up to minimize footprint, and built-in wheels make it easy to roll the rower into storage or to a new place on your circuit training floor
- Heel cups include quick release buckles that let users quickly get off the rower, ideal for circuit training
- Long, reinforced handle includes a comfort-enhancing over-mold that allows both large and small users to comfortably pull stroke after stroke

CONSOLE

Display Screen	Extra-large Backlit LCD Display, 3.5" x 2.5" Screen
Display Readout	Time, Distance, SPM (strokes per minute), Stroke, Watts, Heart Rate, Calories, 500 mtr/split
Programs	Manual, Interval, Challenge
Telemetric Receiver	Yes

RESIDENTIAL WARRANTY

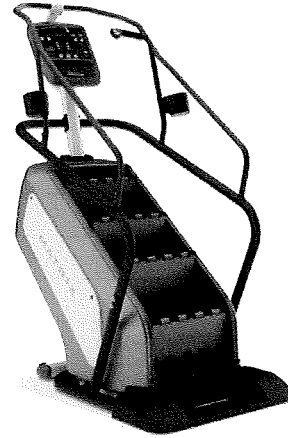
SPECIAL FEATURES

Handlebar Design	Extra-long Ergo Grip Handlebar
Foot Stretchers	Adjustable Heel Cups with Easy-to-read Settings
Monorail	Aluminum

TECHNICAL DATA

Resistance Technology	Magnetic Resistance
Resistance Levels	10
Drive System	Coil Spring Poly-V Belt
Max User Weight	160 kg / 350 lbs.
Product Weight	55 kg / 121 lbs.
Overall Dimensions (L x W x H)	222.6 x 54.5 x 57.7 cm / 87.6" x 21.5" x 22.7"
Power Requirements	Generator Powered LCD Display w/ Back-up Memory Battery

C5x ClimbMill



- LED console display offers intuitive operation
- WiFi connectivity accommodates optional Matrix Asset Management system and Workout Tracking Network
- Compatible with xID single-point user sign-in for a seamless personal experience
- RFID compatible to provide touch-free login
- USB port offers charging for most smartphones and tablets
- Integrated 3-speed personal fan
- 25.4 cm / 10":quoted:
- Step positioning software ensures the steps will lock at the lowest possible point for for easy entry and exit
- Control Zone features a sensor that stops the step rotation when triggered by an object or person
- Our exclusive Sweat Management System was designed to track sweat away from the user and critical components – prolonging the life of the product
- Ergo Form Grips with integrated controls enhance comfort and accessibility of key functions
- Step-up plate for easy accessibility
- Anti-rust design prevents corrosion, prolonging the life of the product
- Rear-locking and leveling castors allow easy placement within facility
- Removable side access panels for easy serviceability
- Oil-free ECB modular drive system for maintenance free performance and quiet operation

CONSOLE	
Display Type	Dot-matrix LED with profile display
Display Feedback	Time Elapsed, Time Remaining, Time of Day, Total Program Time, Total Steps, Floors Climbed, Calories, SPM, Average SPM, Heart Rate, METs, Watts, Level, Workout Profile
Secondary Data Display	No
User-defined Multi-language Display	English, German, French, Italian, Spanish, Dutch, Portuguese, Japanese, Swedish, Finnish, Turkish, Polish
Resistance Range	1-25
Intervalo de resistência	1-25
Workouts	Manual, Training Workouts (Rolling Hills, Fat burn, Interval Training), Goal Training (Time Goal, Floor Goal, Calorie Goal), Target HR, Fitness Test (Sub-maximal Test, WFI Test, CPAT), Landmarks
Exercícios	Manual, Treinamentos de Exercício (Morro, Queima de Gordura, Treinamento de Intervalo), Treinamento de Meta (Meta de Tempo, Meta de Andares, Meta de Calorias), Meta de Frequência Cardíaca, Teste Físico (Teste Submáximo, Teste WFI, Prova de Capacidade Física), Marcos
CSAFE Ready-FitLinxx™ Certified	Yes
IPTV Compatible	No
Pro:Idiom Compatible	Optional - add-on TV
FitTouch™ Technology	No
One-button Start	Yes
Instant On Technology	N/A: Powered
On-the-fly Program Change	Yes
Integrated Vista Clear™ Television Technology	No
FITCONNEXION™ Ready	Yes

WiFi Enabled	Optional
Bluetooth Enabled	No
iPod® / iPhone® / iPad® Compatible	Charging only
Multimedia Playback	No
Personal Fan	Yes
Personal Trainer Portal Compatible	No
USB Port	Yes
Virtual Active™ Compatible	No
Asset Management Compatible	Yes
Workout Tracking Network Compatible	Yes
Web Connectivity	No
Facility Communication Portal/Calendar	No
RFID Compatible	Yes
Pause Function	Yes
Reading Rack	No

FEATURES

Step Depth	25.4 cm / 10"
Step Height	20.3 cm / 8"
Contact & Telemetric HR	Yes
Delineated Steps	Yes
Handlebar Design	Optimized handrails with Ergo Form Grips
Remote Buttons	Yes
Control Zone	Yes
Auto-stop Function	Yes

RESISTANCE SYSTEM

Resistance Technology	ECB w/ flywheel
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TECH SPECS

Power Requirements	120v / 60Hz AC power
Assembled Dimensions	165 x 85 x 212 cm / 65" x 33.5" x 83.5"
Max User Weight	182 kg / 400 lbs.
Assembled Weight	168 kg / 370 lbs.
Shipping Weight	190 kg / 418 lbs.

U3x Upright Cycle



- LED console display with expanded feedback offers intuitive operation
- WiFi connectivity accommodates optional Matrix Asset Management system and Workout Tracking Network
- Compatible with xID single-point user sign-in for a seamless personal experience
- USB port offers charging for most smartphones and tablets
- Intuitive one-hand adjustment fine-tunes seat position
- Race-inspired handles provide a comfortable ride experience
- Step-thru entry for easy access
- Self-powered system provides cost-savings and freedom of placement within facility

CONSOLE	
Display Type	Dot-matrix LED with profile display
Display Feedback	Time of Day, Time Elapsed, Time Remaining, Total Program Time, Distance (Kilometers or Miles), Calories, Level, Speed, RPM, Heart Rate, METs, Watts, Workout Profile
Secondary Data Display	No
User-defined Multi-language Display	Accessible only through Manager Menu: English, German, French, Italian, Spanish, Dutch, Portuguese, Japanese, Swedish, Finnish, Turkish, Polish
Resistance Range	1-30
Workouts	Manual, Constant Watts, Fat Burn, Interval Training, Target HR, Fitness Test
CSAFE Ready-FitLinxx™	Yes
IPTV Compatible	No
Pro:Idiom Compatible	Optional - add-on TV
FitTouch™	No
Instant On Technology	Yes
One-button Start	Yes
On-the-fly Program Change	Yes
Integrated Vista Clear™ Television Technology	No
FITCONNEXION™ Ready	Yes
WiFi Enabled	Optional
Bluetooth Enabled	No
iPod	Charging only
Multimedia Playback	No
Personal Fan	No
Personal Trainer Portal Compatible	No
USB Port	Yes
Virtual Active™	No
Asset Management Compatible	Yes
Workout Tracking Network Compatible	Yes

Web Connectivity	No
Facility Communication Portal/Calendar	No
RFID Compatible	No
Pause Function	Yes
Reading Rack	Yes

FEATURES

Contact & Telemetric HR	Yes
Handlebar Design	Molded racing design with elbow support
Integrated Arm Rests	Yes
Remote Buttons	Yes
Bottle Holder	Yes

RESISTANCE SYSTEM

Resistance System	Brushless generator
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TECH SPECS

Crank Design	Three piece with forged arms
Power Requirements	Self-powered / powered 100v-240v - 50/60Hz AC
Minimum Watts	4 powered / 7 self-powered
Minimum RPM	25 powered / 25 self-powered
Assembled Dimensions	130.7 x 65.4 x 153.7 cm / 51.5" x 25.7" x 60.5"
Max User Weight	182 kg / 400 lbs.
Assembled Weight	86.3 kg / 190.2 lbs.
Shipping Weight	99.7 kg / 219.7 lbs.

AUTHORIZED LEGAL DOCUMENTS

MATRIX

**MATRIX FITNESS
1600 LANDMARK DRIVE
COTTAGE GROVE, WI 53527**



Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

A ~~corporation~~ duly organized and doing business under the laws of the State of WISCONSIN for whom JASON SWEKEL, bearing the office title of SALES REPRESENTATIVE, whose signature is affixed to this proposal, is duly authorized to execute contracts.

~~A partnership, all members of which, with addresses, is:~~

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

~~AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:~~

_____	_____
-------	-------



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

JASON SWEKEL, being duly sworn deposed, says that he/she
(Print Full Name)

is **SALES REPRESENTATIVE** The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

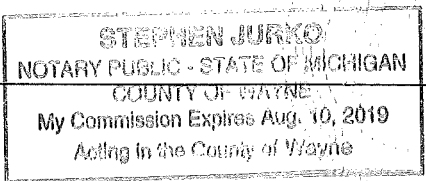
that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

[Signature]
SIGNATURE OF PERSON SUBMITTING BID

[Signature]
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 31 day of October, 2017 in and for Wayne County.

My commission expires:





**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

I am able to certify to the above statements.

JOHNSON HEALTH TECH, N.A. DBA MATRIX FITNESS

Name of Agency/Company/Firm *(Please Print)*

JASON SWEKEL - SALES REPRESENTATIVE

Name and title of authorized representative *(Please Print)*

Signature of authorized representative
Date

I am unable to certify to the above statements. Attached is my explanation.



**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	JOHNSON HEALTH TECH, N.A. DBA MATRIX FITNESS
Street Address	1600 LANDMARK DRIVE
City	COTTAGE GROVE
State, Zip	WI, 53527
Corporate I.D. Number/State	
Taxpayer I.D. #	26-3652291

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent:

Printed Name of Vendor's Authorized Agent:

JASON SWEKEL

Witness Signature:

Printed Name of Witness:

STEPHEN JUNCO

INSURANCE REQUIREMENTS

MATRIX

**MATRIX FITNESS
1600 LANDMARK DRIVE
COTTAGE GROVE, WI 53527**



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: November 6, 2017

To: Brian Kischnick, City Manager

From: Mark Miller, Director of Economic & Community Development
 MaryBeth Murz, Purchasing Manager
 Elaine Bo, Recreation Director
 Brian Goul, Assistant Recreation Director

Subject: Standard Purchasing Resolution 2: Low Bidders Meeting Specifications - Fitness Equipment

History

- The Community Center Fitness Room offers and maintains sixty two (62) pieces of cardio equipment.
- The fitness equipment is continually monitored and a three to four year life cycle replacement plan is in place based on warranty coverage(s).
- The replacement plan ensures up-to-date equipment for patrons of the fitness room at the Community Center and limited repair expenses.
- Based on the replacement plan it is necessary to purchase and replace twenty (20) pieces of equipment (less trade-ins) that no longer have warranty coverage and are all past their useful life cycle.
- Replacements are specific to brand to replace brand specific equipment. Patrons enjoy having a variety of different types of equipment.

Purchasing

On November 2, 2017, a bid opening was conducted as required by City Charter and Code for twenty (20) pieces of physical fitness equipment with one (1) for one (1) trade-in exchange on equipment. For every new piece of equipment purchased by the City from a vendor, that vendor was required to purchase one (1) trade-in. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info. Two (2) bid responses were received which included alternate bid responses. The award is recommended *bid as specified* in order to maintain standardized equipment at the Community Center. Below is a detailed summary of potential vendors:

Companies notified via MITN	120
Troy Companies notified via MITN	3
Troy Companies - Active email Notification	3
Troy Companies - Active Free	0
Companies that viewed the bid	13
Troy Companies that viewed the bid	0

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.

Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.

Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City.

Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

After reviewing the bid proposals two (2) companies were the low bidders meeting specifications; with a one to one trade-in value on individual items and are being recommended for the purchase of twelve (12) pieces of physical fitness equipment (less trade-ins).

- Item #1, #2, #4, #5, and #9 were bid as specified and will be awarded based on the bid specifications with a 1 to 1 trade in and are highlighted in yellow on the bid tab.
- Item #3, #6, #7, and #8 are No Award items. The line items were not bid as specified and consequently will need to be rebid.



500 West Big Beaver
 Troy, MI 48084
 troymi.gov

CITY COUNCIL AGENDA ITEM

Financial

The funds for these purchases are available in the Community Center General Operating Supplies Account.

Recommendation

City management recommends awarding two (2) contracts to the low bidders meeting specifications; *Johnston Health Tech, N.A. DBA Matrix Fitness of Cottage Grove, WI for \$18,950.20, and Direct Fitness Solutions, LLC of Mundelein, IL for \$15,498 as detailed below at an estimated total cost (less one to one trade ins) of \$34,448.20 all at prices contained in the bid tabulation.*

	Direct Fitness Solutions, LLC	Johnston Health Tech, N.A. dba Matrix Fitness
TOTAL COST FOR NEW EQUIPMENT	\$20,098.00	\$20,950.20
Deduct Trade-Ins	\$4,600.00	\$2,000.00
Estimated Grand Total Cost bid as specified less Trade-in Items:	<u>\$15,498.00</u>	<u>\$18,950.20</u>

Estimated Grand Total Cost:	<u>\$34,448.20</u>
------------------------------------	---------------------------

STANDARD PURCHASING RESOLUTION 2 – Low Bidders Meeting Specifications – Fitness Equipment

RESOLVED, That Troy City Council hereby **AWARDS** two (2) contracts to the low bidders meeting specifications to provide fitness equipment for the Troy Community Center to *Johnston Health Tech, N.A. DBA Matrix Fitness of Cottage Grove, WI* for \$18,950.20, and *Direct Fitness Solutions, LLC of Mundelein, IL* for \$15,498 as detailed below for an estimated total cost (less one to one trade ins) for an estimated grand total of \$34,448.20 all at prices contained in the bid tabulation dated October 20, 2016, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

	Direct Fitness Solutions, LLC	Johnston Health Tech, N.A. dba Matrix Fitness
TOTAL COST FOR NEW EQUIPMENT	\$20,098.00	\$20,950.20
Deduct Trade-Ins	\$4,600.00	\$2,000.00
Estimated Grand Total Cost bid as specified less Trade-in Items:	<u>\$15,498.00</u>	<u>\$18,950.20</u>

Estimated Grand Total Cost:	<u>\$34,448.20</u>
------------------------------------	---------------------------

BE IT FURTHER RESOLVED, That the award is contingent upon the company's submission of properly executed bid and contract documents, including insurance certificates and all other specified requirements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER New Century Insurance Services License #0B07085 16 N. 2nd Street Alhambra, CA 91801	CONTACT NAME: New Century Ins Srv, Inc. PHONE (A/C, No, Ext): (626) 300-9000 FAX (A/C, No): (626) 570-0908 E-MAIL ADDRESS: info@usnci.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED JOHNSON HEALTH TECH NORTH AMERICA, INC. & ITS SUBSIDIARIES AND JOHNSON HEALTH TECH RETAIL, INC & ITS SUBSIDIARIES 1600 LANDMARK DRIVE COTTAGE GROVE WI 53527	INSURER A: Twin City Fire Insurance Company 29459	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** CGL/UMB 2017-2018 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	72CESOF1661	6/15/2017	6/15/2018	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000					
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						Employee Benefits \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	72XSON0668	6/15/2017	6/15/2018	EACH OCCURRENCE \$ 18,000,000
	AGGREGATE \$ 18,000,000					
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THE CITY OF TROY INCLUDING ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, ALL BOARDS, COMMISSIONS, AND/OR AUTHORITIES AND COUNCIL MEMBERS, INCLUDING EMPLOYEES AND VOLUNTEERS THEREOF. IT IS UNDERSTOOD AND AGREED BY NAMING THE CITY OF TROY AS ADDITIONAL INSURED, COVERAGE AFFORDED IS CONSIDERED TO BE PRIMARY AND ANY OTHER INSURANCE THE CITY OF TROY MAY HAVE IN EFFECT SHALL BE CONSIDERED SECONDARY AND/OR EXCESS. THIS CERTIFICATE IS VALID ONLY IF THE CERTIFICATE HOLDER REQUIRES IN A WRITTEN CONTRACT TO BE NAMED AS ADDITIONAL INSURED PER POLICY FORM HG0001 0605.
 10 DAYS NOTICE OF CANCELLATION FOR NON PAYMENT OF PREMIUM. 30 DAYS OTHERWISE.

CERTIFICATE HOLDER The City of Troy 500 West Big Beaver Troy, MI 48084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Winston Liao/WSL

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M3 Insurance Solutions, Inc. 828 John Nolen Drive Madison WI 53713	CONTACT NAME: Katie Flottum	
	PHONE (A/C, No, Ext): 800-272-2443	FAX (A/C, No):
E-MAIL ADDRESS: Katie.Flottum@m3ins.com		
PRODUCER CUSTOMER ID #: JOHNHEA-01		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Johnson Health Tech North America, Inc. Leisure Fitness Equipment, LLC 2nd Wind Exercise Equipment 1600 Landmark Drive Cottage Grove WI 53527	INSURER A: The Travelers Indemnity Co. of Conn	25682
	INSURER B: Phoenix Ins. Co.	25623
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 193319808 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY			8105H984791TCT17	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
X	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
X	HIRED AUTOS						Physical Damage Ded. \$1,000
X	NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-5J172004-17-14-V YJUB-5H38944-3-17	10/1/2017 10/1/2017	10/1/2018 10/1/2018	X WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof are additional insureds with respect to the Auto Liability on a primary and non-contributory basis. A 30 day notice of cancellation in favor of the City of Troy is added.

CERTIFICATE HOLDER City of Troy Purchasing Manager 500 West Big Beaver Troy MI 48084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AUTHORIZED REPRESENTATIVE <i>Katie Flottum</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured"

2. The following is added to Paragraph B.5., **Other Insurance** of SECTION IV – BUSINESS AUTO CONDITIONS

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory