RESOLUTION NO. R-76

A RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT WITH PREMIER PICKS, LLC, DBA PERFORMANCE FITNESS EQUIPMENT, IN THE TOTAL AMOUNT OF \$26,700.00 TO PURCHASE FIVE TREADMILLS.

WHEREAS, three proposals were received for the purchase of five treadmills, and the proposal of Premier Picks, LLC dba Performance Fitness Equipment, Incorporated, in the amount of \$26,700.00 has been determined by the Director of Parks and Recreation to be the lowest and best proposal;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a contract with Premier Picks, LLC dba Performance Fitness Equipment for five treadmills as outlined in the contract for a total amount of \$26,700.00.

FURTHER, THAT funds for such purpose are authorized from the Community Center and Parks Sales Tax fund.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 27nd DAY OF October, 2014.

J. Brian Hill, Mayor

ATTEST:

Ruth E. Bocchino, City Clerk

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Gladstone Parks & Recreation

Memo

To:

Kirk Davis, City Manager

From:

Sheila Lillis, Director of Parks & Recreation

Date:

10/23/2014

Re:

Purchase of Fitness Equipment for the Gladstone Community Center

The FY 2015 Budget included provision for \$28,000 to purchase five treadmills for the Gladstone Community Center. Funding for this equipment is in the Community Center and Parks Tax Fund Account 202-8220-420-50-99. This equipment was requested to replace existing fitness equipment that was worn past useful service. We received three bids as follows:

| Premier Picks, LLC dba Performance Fitness Equipment | \$26,700 |
|--|-----------|
| 2 nd Wind Fitness | \$31,450 |
| SportsArt Fitness | 32,176.75 |

Staff recommends that the bid be awarded to Premier Pick, LLC dba Performance Fitness Equipment. We have purchased equipment from this firm in the past and have been favorably impressed with the quality of equipment and the repair service that provides the warranty repairs for this manufacturer.

Please see me if you have any questions or concerns about this matter.

Gladstone Parks and Recreation

Memo

To: Sheila Lillis, Director of Parks and Recreation

From: Justin Merkey, Community Center Administrator

Date: 10/20/2014

Re: Fitness Equipment Purchase

Three bids to provide replacement equipment of five treadmills were received and are below. This replacement equipment is needed as our current equipment is beginning to fail beyond repair after 7.5 years of use.

Performance Fitness Equipment Blue Springs, MO 64015 816-830-4282 \$27,500 (\$26,700 with trade noted below)

2nd Wind Exercise, Inc. 3101 Bartold Ave. St. Louis, MO 63143 \$31,450

SportsArt Fitness 19510 144th Ave. NE A-1 Woodinville, WA 98072 \$32,176.75

All pricing above includes delivery and installation. It is recommended that we purchased this equipment from Performance Fitness Equipment as all equipment meets specifications and this is the lowest bid. Additionally, Performance Fitness Equipment will take trade for \$800, the 5 current working treadmills and the 2 non-working units bringing the total bid to \$26,700. The other two bidders are not interested in the old equipment due to freight cost and not being local companies.

Performance Fitness Equipment

QUOTATION

Blue Springs, Mo 64015 816-830-4282 Phone | 816-229-2026 Fax

10/14/2014 **Date** Exp. Date 10/31/2014 mike@pfekc.com Ship To Bill to Gladstone Community Center same Gladstone, Missouri Attn: Liz Unit Price Total Price Quantity Product Description 25,500.00 \$5,100.00 SportsArt T655 Treadmills w/PVS PVS (Pers. Viewing Screens by Broadcast Vision to include Broadcast Vision Universal Controller) 2,000.00 Freight & Install 27,500.00 **TOTAL DELIVERED & SETUP** NOTE: Performance Fitness Equipment will offer a trade-in amount of \$800 for old Star Trac Treadmills 5 working 2 not working if interested please deduct from total. For questions please call Mike 830-4282 SEE ABOVE Subtotal Freight inc Terms: Install inc na Tax Total Notes:

Date:

Buyer:

2nd Wind Exercise, Inc.

Will Boyle (3662) 3101 Bartold Ave

St. Louis, MO 63143 Phone: (763) 248-8931 Fax: (952) 906-6913

Quote Order

22-019847

Date

10/15/14

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|----|---|-----------|-------|--------|-----|---------|
| Sn | O | 10 | m | forn | nat | Ion |

City of Gladstone Parks and Recreation Liz Soria 6901 North Holmes St. Gladstone, MO 64118

Work: (816) 423-4200

Bill To Information

City of Gladstone Parks and Recreation Liz Soria

6901 North Holmes St. Gladstone, MO 64118

Work: (816) 423-4200

| Expira | tion Date: 11/14/2 | 014 | Terms: | Prepaid | | | |
|---------|--------------------|--|--------|--------------------|-------|---------------|-------------|
| Qty | SKU | Description | | Delivery Method | Tax | Your Price | Ext. Price |
| 5 5 | SA-T655 | Sports Art T655 Treadmill with Entertainment Bracket, 15" Broadcast Vision TV and Controller | | Deliver | | \$5,850.00 | \$29,250.00 |
| 1 | | Delivery & Installation | | Deliver | | \$2,200.00 | \$2,200.00 |
| Special | Instructions: | | | ŀ | tem T | otal: | \$31,450.00 |
| | | 18 | | | | Tax: | \$0.00 |
| | | | | | TO | TAL: | \$31,450.00 |

Standard Terms and Conditions

- 1. All orders must be prepaid before shipment without approved credit.
- 2. These prices are subject to change after 30 days from document date.
- There will be a 1.5% monthly service charge on all overdue accounts. The buyer is also responsible for any collection and/or legal fees involved in collecting past due accounts.
- 4. Any changes on orders must be made within 7 days after the order is accepted.
- 5. If customer requires a certificate of insurance that includes a waiver of subrogation or if the additional insured is to be on a primary non-contributory basis the customer agrees to assume the additional cost.
- Clerical errors subject to correction. All prices and agreements are contingent upon strikes, accidents, and other causes avoidable or beyond our control.
- 7. Buyer agrees to promptly file claim for all goods damaged in transit.
- 8. There will he a 15% restocking charge on merchandise ordered but not accepted. Delivery, Set-Up and Freight charges will not be refunded.
- 9. A Preventative Maintenance Agreement is available for all equipment.
- 10. Equipment lease is available with approved credit.
- 11. All unit prices are F.O.B. manufacturer.
- 12. Products purchased without commercial warrantics that are placed in non-residential settings void manufacturer's warranty. All repair costs are customers responsibility.

Acceptance of Proposal:

These prices, specifications and conditions are satisfactory and are hereby accepted.

I am authorized to order the listed equipment with full understanding of the payment terms.

| Authorized Signature: | | |
|-----------------------|---|--------------------------------|
| Print Name: | 100,00000000000000000000000000000000000 | Isn't it time you |
| P.O. Number: | | got your 2 nd Wind? |
| Date of Acceptance: | | |
| | www.2ndwindexercise.com | |



Contact Name: Liz Soria Phone: 816-423-4200

Email: LizS@gladstone.mo.us

Quote #: 979873000001623070 Valid Till:

Bill To:

Gladstone Community Center 6901 N Holmes Street Gladstone, MO 64118

USA

Ship To: Gladstone Community Center 6901 N Holmes Street Gladstone, MO 64118 USA

| | Product Details | Qty | MSRP | Extended Price | Total |
|----|---|-----|-------------|------------------------------|---|
| 1. | SAT655 T655 Treadmill LED Display | 5 | \$ 5,995.00 | \$ 5,995.00 | \$ 29,975.00 |
| 2. | SA ENT-16579120K Entertainment Bracket T645,T645 | 5 | \$ 329.00 | \$ 329.00 | \$ 1,645.00 |
| 3. | 15" Broadcast Vision TV and Controller 15 Broadcast | 5 | \$ 750.00 | \$ 750.00 | \$ 3,750.00 |
| 4. | FREIGHT | 1 | \$ 0.00 | \$ 1,235.00 | \$ 1,235.00 |
| 5. | INSTALLATION | 5 | \$ 0.00 | \$ 250.00 | \$ 1,250.00 |
| | | | | Sub Total Tax Discount | \$ 37,855.00 \$ 0.00 \$ 5,678.25 |
| | | | | Total | \$ 32,176.75 |

Special Instructions:

Comments:

Terms and Conditions of Sale: Order's cancelled after shipment [or after start of production for custom orders] are subject to a 20% restocking fee. No refunds on shipping and/or installation costs. Terms and Conditions of Sale which appear on a purchaser's document (including Purchase Orders) which are inconsistent with these terms shall be voided. All invoices will be US dollars and will reflect the exchange rate at the time of shipment. Fax or email signed proposal to accept. Proforma invoice will be issued with finalized detail and delivery dates. Payment Terms: Payment is due in advance. Any other payment terms are subject to credit approval. Proof of tax-exempt status required if applicable. Freight and installation quoted are estimates. Final freight and installation costs will be determined upon receipt of completed site report. Unless otherwise noted, proposal does not include taxes, duties or customs fees. If noted, amounts are estimates. Actual cost will be invoiced at the time of shipment based on the prevailing rates. Limited Warranty: SportsArt warrants our products to be free from defects in materials and workmanship and will repair or replace defective parts, at our discretion, during the warranty period listed below. Crossover series - Light Commercial and residential: 5 Years Parts / 1 Years Labor Foundation series - Light commercial: 5 Years Parts / 3 Years Labor Performance series - Entry level full commercial series: Light Commercial: 5 Years Parts / 3 Years Labor Full Commercial: 3 Years Parts / 3 Years Labor Status series - Premium Full commercial: 5 Years Parts / 3 Years Labor Strength: 5 years weights/3 parts /1 year Labor Entertainment: 90 days Warranty begins on the original purchase date of the product and is not transferable. View warranty details under Support at gosportsart.com. Additional labor coverage can be purchased. Contact your sales representative for more information. Delivery, Freight and Risk of Loss: All prices are FOB Fife, Washington with title in and the right of possession to products passing to Buyer upon delivery to a carrier. Arrangement for insurance

All prices are FOB Fife, Washington with title in and the right of possession to products passing to Buyer upon delivery to a carrier. Arrangement for insurance is the responsibility of the Buyer.

Shipping instructions must be included on purchase order with all arrangements made through SportsArt preapproved in writing.

Delivery dates are not guaranteed. Buyer is responsible for all shipping, importation charges, duties, local taxes and transportation costs applicable to the delivery of products ordered to the end destination, unless otherwise agreed to by SportsArt in writing and attached to this proposal.

Note: Damage caused by carrier is, by federal law, the carrier's responsibility and must be claimed with the carrier at the time it occurs.

| Signature: | Name: | Date: | |
|------------|-------|-------|--|
| | | | |

I understand that my signature above constitutes acceptance of the terms and conditions of sale.