# BID SUBMISSION FORM ITB # 269-2014-027 COMMERCIAL FITNESS EQUIPMENT

| This Bid is submi                       | tted by:  |
|---|---|
| Company Name:                           | Wellness Solutions Inc  |
| Representative (pr                      | rinted):Spencer Grigg   |
| Representative (si                      | igned): Se 10 Jm  |
| Address:                                | PO Box 349 (mailing)  |
|   | 4224 Bragg Street (shipping)  |
| City/State/Zip:                         | The Plains, VA 20198  |
| Telephone:                              | 540-349-9080  |
|   | (Area Code) Telephone Number  |
| Facsimile:                              | 804-482-4932  |
|   | (Area Code) Fax Number  |
| E-Mail Address:                         | sgrigg@wsifitness.com   |
|   |   |
| award multiple C<br>regional, or nation | y the Bidder that the CLT reserves the right to reject any and all Bids, to contracts by line item, combination of items, or grand total on a state, nal basis according to the best interest of the CLT and CCPA, to waive |
|   | icalities, to recover and re-bid this ITB. Bids are valid for one hundred   |
| twenty (120) cale                       | ndar days from Bid Opening.   |
| Wellness S                              | olutions Inc. 11/12/2013  |
| <b>Company Name</b>                     | Date  |

Spencer Grigg
Please type or print name

**Authorized Signature** 

# Addenda Acknowledgement / Exceptions Form ITB # 269-2014-027 COMMERCIAL FITNESS EQUIPMENT

| ι. | Bid/Bid Submission Check List: Confirm by placing a check mark in the space provided that as   |
|----|--|
|    | the bidder or proposer the information listed below has been reviewed and complied with in the |
|    | submission of a response to this Invitation to Bid/Request for Bids.                           |

(A) YES Addenda acknowledgement. Please contact the Procurement Management Division representative to verify the number of addenda issued.

Procurement Management Rep. Name GENETTA CAROTHERS *Telephone Number* 704-336-5195

Addenda Receipt: The following confirms receipt of any and all addenda issued for this Invitation to Bid/Request for Bids:

| Addendum #<br>1 | Date Issued 10/24/13 | #5 - dated 11/20/13 |
|-----------------|----------------------|---------------------|
| 2               | 11/1/13              |                     |
| 3               | 11/6/13              |                     |

- (B)  $\frac{\text{YES}}{\text{YES}}$  Bid/Bid document has been signed by authorized bidder/proposer official.
- (C) \_\_\_\_ Bid/Bid package has been properly labeled per the instructions. (See Section 1.9, pages 4-5)
- (D) YES Bid/Bid Response Package Forms
  - Bid Submission Form One
  - Addenda Acknowledgement/Exceptions Form Two
  - Pricing Sheet Form Three
  - Non-Discrimination Certification Form Four
  - E-Verify Certification Form Five
  - CCPA Plan, Section 4.1 Attachment 1
  - Product Specifications, Section 4.3 Attachment 2
  - Warranty, Section 4.5 Attachment 3
  - Delivery Personnel, Section 4.10 Attachment 4
  - Customer Service Representative, Section 4.13 Attachment 5
  - Vendor References Attachment 6

2. Exceptions: The undersigned Bidder agrees to provide all Products and Services requested in the ITB for the price(s) set forth in the Pricing Sheet, all in strict conformance with the terms, conditions and specifications set forth in the ITB (including any addenda or amendments), subject only to the exceptions stated in the chart below. Exceptions representing material changes to Bid terms are grounds for rejection of the Bidder's Bid.

| ITB Section<br>Number | ITB Section<br>Title | Exception and Proposed Change to ITB                   |
|-----------------------|----------------------|--|
| 4.9                   | Delivery             | Additional fees willapply For shipments to Alaska+ Hau |
|                       |                      |  |
|                       |                      |  |
|                       |                      |  |
|                       |                      |  |
|                       | 4                    |  |
|                       |                      |  |
|                       |                      |  |

The signature below certifies that: (a) the Bidder's Bid complies with the requirements of this Invitation to Bid; (b) that items 1(A) through 1(D) of the above checklist have been verified as complete, and (c) that the Bidder takes no exception to the terms of the ITB other than those listed in the chart contained in this Form.

Date: 11/12/2013

Bidder: Wellness Solutions Inc

Print name of Bidder

By: Spencer Grigg

Print name and title of signatory

UP of SAles

Signature: 2+6/M

# PRICING SHEET ITB # 269-2014-027 COMMERCIAL FITNESS EQUIPMENT

The undersigned proposes to furnish the following items in strict conformance to the bid specifications and bid invitation issued by the City of Charlotte for this bid. Any exceptions are clearly marked in the attached copy of bid specifications.

#### BIDS ARE DUE NO LATER THAN 2:00 P.M. EST, DECEMBER 5, 2013

Total Bid Price must include all equipment, labor, delivery, installation, consultation, vendor profit and all other costs associated with this project. No additional cost will be allowed.

**Retail Catalog:** Per **Section 4.6,** Bidders must provide a fixed percentage discount on all retail from the List Price (list less discount) included in the Bidder's most current full line catalog identified per **Section 4.3.1** for all other items (Non-Core) in your catalog.

Administrative Fees: Per Section 3.13, the Service Provider shall pay the City of Charlotte ("CLT") an administrative fee of \_\_\_\_\_% (minimum of 1%) based on all CLT and Participating Public Agency sales volumes within 30 days of the end of each calendar quarter set forth in the subsequent Contract. It is the responsibility of the bidder to set the Administrative Fee.

| <b>Pricing:</b> Per Section 4.7, Bidders will provide a fixed percentage discount of $\frac{*}{*}$ % from the List   |     |
|--|-----|
| Price (list price less discount) included in the Bidder's most current full catalog identified in Section  |     |
| 4.3. **Discounts are provided PER manufacturer on the Non-Core Catal   | .00 |
| Pricing Incentives and Rebates: Per Section 4.7.3, Bidders shall identify any incentives and rebates offered based on volume, dollar amounts, electronic ordering or other criteria: |     |
|  |     |

Reference the Charlotte Cooperative Purchasing Alliance (CCPA) website at <a href="http://www.charlottealliance.org/">http://www.charlottealliance.org/</a>

The City reserves the right to award one or multiple Contracts by line item, combination of items, grand total or catalog discount on a state, regional, or national basis for the Products and Services required by this ITB if the CLT deems multiple Contracts to be in the City's and other CCPA's best interest.

| Payment Terms: | Net 30 days   |
|----------------|---|
| 9              | dereby certifies the Bidder has read the terms of this bid document, including the sample (7) and is authorized to bind the firm to the information herein set forth. |

| Date: 11/20/2013 | Wellness Solutions, Inc. |
|------------------|--------------------------|
|                  | Legal Name of Firm       |
| S 0              |                          |

By: Spencer Grigg
Name and Title of Person Signing (please print)

# ITB 269-2014-027 -"CCPA - FITNESS EQUIPMENT" CORE ITEMS - FIXED UNIT PRICE, PRICING SHEET REVISED 11-20-13

|                 | REVISED 11-20-13                         |                    |                                    |                               |   |                            |             |                     |
|-----------------|--|--------------------|------------------------------------|-------------------------------|---|----------------------------|-------------|---------------------|
| ITEM            | DESCRIPTION                              | COMPLIANT MFG NAME | COMPLIANT MFG<br>NUMBER            | BIDDER'S<br>PRODUCT<br>NUMBER | UNIT OF MEASURE<br>(HOW PRODUCT IS<br>SOLD) | ESTIMATED<br>ANNUAL<br>QTY | UNIT PRICE  | EXTENDED<br>PRICE   |
| 1 Co            | Commercial Treadmill                     | TRUE               | CS600                              | TRU-CS600T                    | (A)   |                            | \$ 3,984.12 | \$ 19,920.60        |
|                 |  | Matrix             | T3x                                |                               | Each  | 5                          |             | \$ -                |
|                 |  | Precor             | TRM811                             |                               |   |                            |             | \$ -                |
| 2               | Row Machine                              | Concept II         | D with PM4                         | CS-1993-US                    | Each  | 5                          | \$ 1,147.56 | \$ 5,737.80         |
| 3               | Stationary bike                          | Keiser M3+         | KSR-M3+                            | KSR-<br>005505PBC             | Each  | 2                          | \$ 1,675.75 | \$ 3,351.50         |
| 4               | Upright Bike                             | TRUE               | CS900                              | TRU-CS900U                    | Each  | 2                          | \$ 1,987.34 | \$ 3,974.68         |
|                 |  | Precor             | UBK-615                            |                               | 1   | -                          |             | \$ -                |
| 5               | Cross Trainer "Elliptical"               | TRUE               | CS900                              | TRU-CS900E                    |   |                            | \$ 4,219.16 | \$ 21,095.80        |
|                 |  | Matrix             | E3x                                |                               | Each  | 5                          |             | \$ -                |
| $\dashv$        |  | Precor             | EFX811                             |                               |   |                            |             | \$ -                |
| 6               | Decline utility bench                    | Technogym          | PG-03                              | TG-PG03                       |   | . 5                        | \$ 1,037.80 | \$ 5,189.00         |
|                 |  | Matrix             | MG-A61                             |                               | Each  |                            | , -/        | \$ -                |
|                 |  | Precor             | 113                                |                               |   |                            |             | \$ -                |
| 7               | Flat/incline utility bench               | Technogym          | PG-04                              | TG-PG04                       |   |                            |             | \$ 5,189.00         |
|                 |  | Matrix<br>Precor   | G3 FW80                            |                               | Each  | 5                          |             | \$ -                |
|                 |  | Torque             | MDAP                               | -                             |   |                            |             | \$ -                |
| 8               | Functional trainer                       | Matrix             | G3-MSFT3                           | TRQ-MDAP                      |   |                            | \$ 3,938.03 | \$ 7,876.06         |
|                 |  | Precor             | FTS Glide                          |                               | Each  | 2                          |             | \$ -                |
| 9               | Assisted dip/chin machine                | Torque             | MVKRD                              | TRQ-MVKRD                     | Each  | 2                          |             | \$ -<br>\$ 1,836.30 |
|                 |  | Precor             | CW320                              |                               |   | ^ F                        |             | Ś -                 |
| $\rightarrow$   | Multipurpose rack/pull-up bar            | Torque             | Warrior Elite                      | TRQ-XRWA-<br>9DX              | Each  | 10                         |             | \$ 13,381.50        |
| 11              | Lat pulldown w/ Single Stack Adj. Pulley | Torque MJ Jungle   | MJ-T, MJ-LP, MJ-AP                 | TRQ-<br>MJT/LPD/AP            | Each  | 3                          | \$ 4,250.25 | \$ 12,750.75        |
| 12              | 3 tier dumbbell rack (15 pair)           |                    | GTDR-3                             | TRY-GTDR-3                    | Each  | Each 6                     |             | \$ 3,216.72         |
| $\neg \uparrow$ |  | Hampton            | 3TFLT                              |                               |   |                            |             | \$ -                |
| 13 F            | Rubber coated hexhead dumbbell           |                    | 35-003-100R   set = 5-100lb. Pairs | 1100R                         | set = 5-100lb. Pairs<br>in 5 lb. increments | 5                          | \$ 2,854.63 | \$ 14,273.15        |
| $\dashv$        |  | York               | Rubber Hex                         |                               | in 5 ib. increments                         |                            |             | \$ -                |
| $\dashv$        | Bumper plate                             | Troy               | VO-045-SBP                         | TRY-VO-<br>045SBP             | Each  | 20                         |             | \$ 1,137.20         |
| 15 E            | Bumper plate                             | Troy               | VO-025SBP                          | TRY-VO-<br>025SBP             | Each  | 20 5                       | \$ 31.67    | \$ 633.40           |

# ITB 269-2014-027 -"CCPA - FITNESS EQUIPMENT" CORE ITEMS - FIXED UNIT PRICE, PRICING SHEET

**REVISED 11-20-13** 

|    |                           |                     | REVISED 11-20-13       |                             |          |    | <br>         |     |          |
|----|---------------------------|---------------------|------------------------|-----------------------------|----------|----|--------------|-----|----------|
| 16 | Bumper plate              | Troy                | VO-010SBP              | TRY-VO-<br>010SBP           | Each     | 20 | \$<br>20.19  | \$  | 403.80   |
| 17 | Olympic plate set 45 lb.  | Troy                | GO-045V                | TRY-GO-<br>045V-SET<br>OF 6 | Each     | 10 | \$<br>306.54 | \$  | 3,065.40 |
|    |                           | York                | G2 Rubber Thin Olympic |                             |          |    |              | \$  |          |
| 18 | Olympic plate set 25 lb.  | Troy                | GO-025V                | TRY-GO-<br>025V-SET<br>OF 4 | Each     | 10 | \$<br>112.84 | \$  | 1,128.40 |
|    |                           | York                | G2 Rubber Thin Olympic |                             |          |    |              | \$  |          |
| 19 | Olympic plate set 10 lb.  | Troy                | GO-010V                | TRY-GO-<br>010V-SET<br>OF 4 | Each     | 10 | \$<br>46.40  | \$  | 464.00   |
|    |                           | York                | G2 Rubber Thin Olympic |                             |          |    |              | \$  | -        |
| 20 | Olympic plate set 5 lb.   | Troy                | GO-005V                | TRY-GO-<br>005V-SET<br>OF 4 | Each     | 10 | \$<br>25.12  | \$  | 251.20   |
|    |                           | York                | G2 Rubber Thin Olympic |                             |          |    |              | \$  |          |
| 21 | Olympic plate set 2.5 lb. | Troy                | GO-002V                | TRY-GO-<br>002V-SET<br>OF 4 | Each     | 10 | \$<br>14.48  | \$  | 144.80   |
|    |                           | York                | G2 Rubber Thin Olympic |                             |          |    |              | \$  |          |
| 22 | 45 lb. Olympic bar        | Troy                | AOB-1200B              | TRY-AOB-<br>1200B           | Each     | 10 | \$<br>184.62 | \$  | 1,846.20 |
| 23 | Curl bar                  | Troy                | GOZ-47                 | TRY-GOZ-47                  | Each     | 5  | \$<br>45.51  | \$  | 227.55   |
| 24 | Muscle Collar             | Troy                | AOMC                   | TRY-AOMC                    | (1) Pair | 20 | \$<br>35.90  | \$  | 718.00   |
|    | Olympic Bar Holder        | MF Athletic         | MF-5497                | MF-5497                     | Each     | 5  | \$<br>99.50  |     | 497.50   |
|    | Exercise mat              | Airex               | MF-2655                | MF-2655                     | Each     | 10 | \$<br>65.95  |     | 659.50   |
|    | Stability ball/pump       | Theraband           | MF-8320                | MF-8320                     | Each     | 5  | \$<br>28.95  |     | 144.75   |
|    | Balance Beam Scale        | Detecto             | 437                    | PS-85205                    | Each     | 2  | \$<br>409.16 |     | 818.32   |
|    | Plyo Game Box             | Rogue               | RA0368                 | RA0368                      | Each     | 10 | \$<br>255.00 | \$  | 2,550.00 |
|    | Ring set                  | MF Athletic         | MF-1660                | MF-1660                     | Each     | 10 | \$<br>109.95 |     | 1,099.50 |
|    | Med Ball 20 lb.           | Dynamax             | MF-5048                | MF-5048                     | Each     | 10 | \$<br>114.95 |     | 1,149.50 |
|    | Med Ball 14 lb.           | Dynamax             | MF-5045                | MF-5045                     | Each     | 10 | \$<br>99.95  |     | 999.50   |
|    | Med Ball 10 lb.           | Dynamax             | MF-5043                | MF-5043                     | Each     | 10 | \$<br>84.95  |     | 849.50   |
|    | Slamball 30 lb.           | PB Extreme Jam Ball | MF-2078                | MF-2879                     | Each     | 10 | \$<br>74.95  |     | 749.50   |
|    | Slamball 20 lb.           | PB Extreme Jam Ball | MF-2889                | MF-2889                     | Each     | 10 | \$<br>64.95  |     | 649.50   |
|    | Slamball 15 lb.           | PB Extreme Jam Ball | MF-2887                | MF-2887                     | Each     | 10 | \$<br>54.95  |     | 549.50   |
| 37 | Band 1/2"                 | SuperBands          | MF-6535                | MF-6535                     | Each     | 10 | \$<br>11.55  | 1\$ | 115.50   |

# ITB 269-2014-027 -"CCPA - FITNESS EQUIPMENT" CORE ITEMS - FIXED UNIT PRICE, PRICING SHEET REVISED 11-20-13

|    |                          |                              | 0311104 |             |      |    |             | \$     | -<br>152,431.35 |
|----|--------------------------|------------------------------|---------|-------------|------|----|-------------|--------|-----------------|
|    | •                        | Matrix                       | G3 FW84 | 131947      | Each | 5  | \$ 635.73   | 1 5    | 3,178.65        |
| 14 | Utility Bench            | Technogym                    | PG-14   | TG-PG-14    |      | +  | ¢ 625.75    | +      |                 |
| 13 | Aerobic step bench       | First Place Economy Plyo Box | MF-3571 | MF-3571     | Each | 5  | \$ 113.50   | \$     | 567.50          |
| 2  | Acrobio standando        |                              |         | TRQ-XWBT    | Each | 5  | \$ 573.40   | ) \$   | 2,867.00        |
| 12 | Pull up bar              | Torque                       | XBWT    |             |      |    | \$ 3,241.66 | \$     | 6,483.32        |
|    | Angled Smith Press (CFD) | Torque                       | MSM     | TRQ-MSM     | Each | 20 | \$ 12.50    |        | 250.0           |
| -  |                          | First Place Speed Rope       | MF-1139 | MF-1139     | Each | 20 |             |        |                 |
|    | Jump rope                |                              | MF-6865 | MF-6565     | Each | 10 | \$ 24.50    | 15     | 245.0           |
| 39 | Band 1 1/8"              | SuperBands                   |         | MF-6864     | Each | 10 | \$ 19.50    | )   \$ | 195.0           |
| 38 | Band 3/4"                | SuperBands                   | MF-6864 | INTERCOCA I |      |    | -           |        |                 |

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### NON-DISCRIMINATION PROVISION FOR ALL CITY CONTRACTS

#### PROJECT: COMMERCIAL FITNESS EQUIPMENT

All requests for bids or Bids issued for City contracts shall include a certification to be completed by the Bidder or Proposer in substantially the following form:

The undersigned Bidder or Proposer hereby certifies and agrees that the following information is correct:

- 1. In preparing it's the enclosed bid or Bid, the Bidder or Proposer has considered all bids and Bids submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination as defined in **Section 2**.
- 2. For purposes of this section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
- 3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid or Bid submitted with this certification, and terminate any contract awarded based on such bid or Bid It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer to any remedies allowed thereunder, including possible disqualification from participating in City contracts or bid processes for up to two years.
- 4. As a condition of contracting with the City, the Bidder or Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of suppliers and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the bid or Bid and to any contract awarded on such bid or Bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.
- 5. As part of its bid or Bid, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
- 6. As a condition of submitting a bid or Bid to the City, the Bidder or Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in **Section 2**, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

| NAME ( | OF COMPANY:  | Wellness      | Solutions | Inc.   |      |              |       |
|--------|--------------|---------------|-----------|--------|------|--------------|-------|
| BY:    | Spencer Gr   | igg           | -         | ŢITLE: | Vice | President of | Sales |
| SIGNAT | URE OF AUTHO | RIZED OFFICIA | AL:       | 27     | - K  | - [ ]8[)     |       |
| DATE:  | 11           | /12/2013      |           |        |      |              |       |

# **E-VERIFY CERTIFICATION**

This E-Verify Certification is provided to the City of Charlotte (the "City") by the company signing below ("Company") as a prerequisite to the City considering Company for award of a City contract (the "Contract").

- 1. Company understands that:
  - a. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies to enable employers to verify the work authorization of employees pursuant to federal law, as modified from time to time.
  - b. Article 2 of Chapter 64 of the North Carolina General Statutes requires employers that transact business in this state and employ 25 or more employees in this state to: (i) verify the work authorization of employees who will be performing work in North Carolina through E-Verify; and (ii) maintain records of such verification (the "E-Verify Requirements").
  - c. North Carolina General Statute 160A-20.1(b) prohibits the City from entering into contracts unless the contractor and all subcontractors comply with the E-Verify Requirements.
- 2. As a condition of being considered for the Contract, Company certifies that:
  - a. If Company has 25 or more employees working in North Carolina (whether now or at any time during the term of the Contract), Company will comply with the E-Verify Requirements in verifying the work authorization of Company employees working in North Carolina; and
  - b. Regardless of how many employees Company has working in North Carolina; Company will take appropriate steps to ensure that each subcontractor performing work on the Contract that has 25 or more employees working in North Carolina will comply with the E-Verify Requirements.
- 3. Company acknowledges that the City will be relying on this Certification in entering into the Contract, and that the City may incur expenses and damages if the City enters into the Contract with Company and Company or any subcontractor fails to comply with the E-Verify Requirements. Company agrees to indemnify and save the City harmless from and against all losses, damages, costs, expenses (including reasonable attorney's fees) obligations, duties, fines and penalties (collectively "Losses") arising directly or indirectly from violation of the E-Verify Requirements by Company or any of its subcontractors, including without limitation any Losses incurred as a result of the Contract being deemed void.

Signature of Company's Authorized Representative

11/12/2013

Date

Print Name and Title: Spencer Grigg, Vice President of Sales

#### **CCPA PLAN, SECTION 4.1**

Bids must include or address the following information as Attachment 1:

Introduction: Pursuant to N.C. G.S. 160A-461 and 143-129(e)(3), the City of Charlotte Procurement Management Division has established the Charlotte Cooperative Purchasing Alliance (CCPA). The purpose of the CCPA is to allow other public agencies regionally and nationwide to use contracts competitively solicited and awarded by the City of Charlotte (herein "CLT"). Combining the volumes of government agencies achieves cost effective pricing and reduces the administrative and overhead costs of suppliers and public agencies alike. By providing a comprehensive and competitively solicited Contract through a single bid process, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), state, other government agency or nonprofit organization can utilize the subsequent contract(s) without the need for further solicitation. Bidders should consider the potential volumes when responding to this ITB. Participation by other entities is strictly voluntary and no volumes are guaranteed. Participating Public Agencies will be required to register with the CCPA at: www.charlottealliance.org.

- 4.1 Bids must include in detail how the Bidder plans to service all Participating Public Agencies as it relates to the CCPA. Currently the CCPA has 152 registered Participating Public Agencies in California, Georgia, North Carolina, South Carolina, Tennessee, and Virginia. Please address the following in your bid response as Attachment #1:
  - the following in your bid response as Attachment #1:
    4.1.1 Ability to provide Products/Services to any Participating Public Agencies in the contiguous 48 states; and the ability to deliver Products/Services in Alaska and Hawaii; and
  - 4.1.2 Address if the Bidder has a national sales force, dealer network or distributor with the ability to serve Participating Public Agencies in all 50 U.S. states.
- 4.2 Bids must include in detail how the Bidder will monitor and report all spend by CLT/Participating Public Agencies to the CLT for auditing purposes as **Attachment #1**.
- 4.3 The City of Charlotte will post all awarded contracts on the CCPA website, along with the respective vendor information. Please address the following in your bid response:
  - 4.3.1 Indicate if the Bidder will allow the City to utilize their organization's logo on the CCPA website;
  - 4.3.2 Address if the Bidder will advertise the CCPA logo and website on their organization's website; and
  - 4.3.3 Bids must include in detail how the Bidder plans to market the Contract(s) as a result of this ITB as **Attachment #1**.



- **4.1.1** Wellness Solutions Inc. will be able to provide products and services described within this bid for CCPA in the 48 contiguous states by utilizing a network of national service groups that provide installation, service and repair for a wide range of professional fitness equipment.
- **4.1.2** Wellness Solutions Inc. has the capacity to serve as a national sales force, has extensive dealer networks and the capability to distribute throughout all 50 states.
- **4.2** Wellness Solutions Inc. will have monthly reports for all expenditures by CLT/Participating Public Agencies manifested from our accounting system.
- **4.3.1** Yes, Wellness Solutions Inc. will allow the City to utilize our organizations company logo on the CCPA website.
- **4.3.2** Upon bid award, Wellness Solutions will advertise the CCPA logo and website on our company website.
- **4.3.3** Marketing plan will include advertising the CCPA logo and website on our website as stated above. Wellness Solutions Inc. will also plan to do quarterly email blasts to all existing / applicable customers in our database.

### PRODUCT SPECIFICATIONS, SECTION 4.3

Bids must include or address the following information as Attachment 2:

**Product Specifications:** The primary objective for this contract is for each Bidder to provide the broadest possible selection of commercial fitness equipment available in their 2013 or most recent company catalog. Bids must include or address the following information as Attachment 2:

- Does your company produce its own catalog? Please identify the catalog as a verifiable source. 4.3.1
- What is the total number of items in the latest edition of this catalog? 4.3.2
- 4.3.3 Bid responses must include one (1) hard copy and one copy on CD in a searchable .pdf or Excel format of the catalog identified in Section 4.3.1 above.
- 4.3.4 The successful bidder will be required to produce and distribute new retail catalogs (may provide in hard copy, electronically, or on a CD in searchable .pdf or Excel format) to the CLT, at the beginning of the contract and annually thereafter; and all registered Participating Public Agencies upon request at no additional cost to the CLT and Participating Public Agencies for the life of the contract. Please indicate compliance with this requirement.



- **4.3.1** Wellness Solutions Inc. does not produce a company catalog per se; however, we can provide manufacturers catalogs see enclosed
- **4.3.2** Enclosed you will find 5 separate manufacturer catalogs with the following amounts of items available Keiser (7), Technogym (9), Troy (10), True (8) and Torque (35)
- **4.3.3** A searchable .pdf specification sheet for the items listed on the Addendum 2 Core Items is included, as well as, a searchable .pdf for the Retail Catalog Items
- **4.3.4** A new searchable .pdf specification sheet will be provided to CLT, at the beginning of the contract and annually thereafter; and to all registered Participating Public Agencies upon request at no additional cost to the CLT and Participating Public Agencies for the life of the contract.

# WARRANTY, SECTION 4.5

Bids must include or address the following information as Attachment 3:

4.5.2

Warranty: All Products supplied under the Contract shall be covered by a manufacturer's written guarantee and/or warranty that such Products will be free from defects in materials, workmanship and performance for a minimum of three (3) years; merchantable and in full conformity with the Specifications set forth in this ITB, industry standards, dimension charts and Bidder's descriptions, representations and samples. The Company shall administer the warranty on the City's behalf, and shall ensure that the manufacturer repairs or replaces at no charge to the City and Participating Public Agencies all Products that violate either the above warranty or the applicable manufacturer's warranty. Bidders must identify the manufacturer's authorized warranty repair source located within a 50-mile radius of CMGC as Attachment 3.

- 4.5.1 The successful Bidder shall provide the CLT and Participating Public Agency with two copies of the manufacturer's written warranty for each item of equipment.
- the manufacturer's written warranty for each frem or equipment.

All CLT repair work must be performed on-site and no equipment will be shipped for repairs.

- 4.5.3 It shall be the responsibility of the manufacturer to pay all shipping and crating costs associated with warranty repairs.
- 4.5.4 Warranty repairs shall be performed by the successful Bidder at the Participating Public Agencies' site upon request.
- 4.5.5 The Product warranty will become effective on the installation date of the Product by the CLT and/or Participating Public Agency.



- **4.5.1** Upon award of successful bidder Wellness Solutions Inc. will provide the CLT and Participating Agencies two (2) copies of the manufacturer's written warranty for each item of equipment awarded.
- **4.5.1** Upon bid award Wellness Solutions will provide CLT and Participating Public Agencies two copies of the manufacturer's written warranty for each awarded item.
- **4.5.2** All CLT repair work will be performed on-site and no equipment will be shipped for repairs.
- **4.5.3** Manufacturer's guarantee to pay all shipping and crating costs associated with warranty repairs.
- **4.5.4** Warranty repairs shall be performed by Wellness Solutions authorized service agent at the Participating Public agency site upon request.
- **4.5.5** The Product warranty will become effective on the installation date of the Product by the CLT and/or Participating Public Agency.

Bids must include or address the following information as Attachment 4:

**Delivery Personnel:** All delivery personnel of the successful Bidder may be subject to background checks at the discretion of the CLT/Participating Public Agency. Charlotte-Mecklenburg Police Department reserves the right to perform a background check on all delivery personnel visiting its facilities. Bids shall include company policies regarding selection of personnel who will be frequenting CLT/Participating Public Agency facilities as **Attachment 4**.



Wellness Solutions acknowledges and agrees that all delivery personnel may be subject to background checks at the discretion of the CLT/Participating Public Agencies.

#### **CUSTOMER SERVICE REPRESENTATIVE, SECTION 4.13**

Bids must include or address the following information as Attachment 5:

Customer Service Representative: The Company must dedicate a Full-Time "Account Executive" for servicing the City. The account executive must be available by cell phone. The cell phone must be operational at all times. All communicational contact, either via phone, email, etc. must be addressed with a response within two (2) business days. The account executive must be available to attend meetings regarding **commercial fitness equipment** issues upon request. The account executive will be responsible for providing immediate response and quick resolution of all the service issues and complaints of City personnel. The account executive must have an in-depth knowledge of all items provided in this bid and have immediate access to manufacturers providing the commercial fitness equipment items. He or she must have the ability and authority to make decisions on behalf of their employer enabling them to provide both normal and emergency service as necessary. Bidders must identify the dedicated Account Executive in Attachment 5.



Wellness Solutions dedicated account executive for servicing the City will be Spencer Grigg.

- Spencer Grigg will be available via cell phone and all communicational contact, either via phone, email, etc. will be addressed within two (2) business days.
- Spencer Grigg will be available to attend meetings regarding commercial fitness equipment issues upon request.
- Spencer Grigg will be responsible for providing immediate response and quick resolution of all the service issues and complaints of City personnel.
- Spencer Grigg has an in-depth knowledge of all items provided in this bid and has immediate access to manufacturers providing the commercial fitness equipment items.
- Spencer Grigg has the ability and authority to make decisions on behalf of Wellness Solutions Inc. enabling them to provide both normal and emergency service as necessary.

Contact Information: Spencer Grigg 704-578-1073 – cell sgrigg@wsifitness.com

#### **RETAIL CATALOG PRICING ASSOCIATED DISCOUNTS**

| Manufacturer | Item # & Description                | Retail Price | Discount % | Net Price   |
|--------------|-------------------------------------|--------------|------------|-------------|
| Troy         | GO-V - VTX Grip Plate               | \$1.70/lb    | 20%        | \$1.36 / lb |
| Troy         | AOB-2000B - Olympic Texas Power Bar | \$470        | 15%        | \$399.50    |
| Troy         | TSD-R - 12 sided rubber dumbbells   | 3.02/lb      | 20%        | \$2.42 / lb |
| Troy         | TLS-PAC Workout System              | \$4,177      | 15%        | \$3,550.45  |
| Troy         | GTBR-Pac - Aerobic Club Pack        | \$1,688      | 15%        | \$1,434.80  |
| Troy         | DR-10 - 10 pr. Dumbbell Rack        | \$837        | 15%        | \$711.45    |
| Troy         | GTAR - Accessory Rack               | \$480        | 15%        | \$408       |
| Troy         | BB-10 - Horizontal Barbell Rack     | \$620        | 15%        | \$527       |
| Troy         | GHBPR - Bumper Plate Rack           | \$150        | 15%        | \$127.50    |
| Troy         | KBR-14 - Kettlebell Rack            | \$270        | 15%        | \$229.50    |
| Technogym    | Excite Synchro 700 Elliptical       | \$6,695      | 15%        | \$5,690.75  |
| Technogym    | Excite Recline 700 Bike             | \$3,895      | 15%        | \$3,310.75  |
| Technogym    | Excite Bike 700                     | \$3,695      | 15%        | \$3,140.75  |
| Technogym    | Excite Step 700                     | \$4,495      | 15%        | \$3,820.75  |
| Technogym    | Excite Crossover 700                | \$6,495      | 15%        | \$5,520.75  |
| Technogym    | Excite Top 700                      | \$4,495      | 15%        | \$3,820.75  |
| Technogym    | Excite Vario 700                    | \$7,795      | 15%        | \$6,625.75  |
| Technogym    | Anterior                            | \$2,295      | 15%        | \$1,950.75  |
| Technogym    | Posterior                           | \$3,395      | 15%        | \$2,885.75  |
| Keiser       | Air 300 Squat                       | \$4,995      | 12%        | \$4,395.60  |
| Keiser       | Functional Trainer                  | \$4,650      | 12%        | \$4,092     |
| Keiser       | Air 300 Leg Press                   | \$8,400      | 12%        | \$7,392     |
| Keiser       | Half Rack                           | \$6,850      | 12%        | \$6,028     |
| Keiser       | Air 300 Runner                      | \$5,950      | 12%        | \$5,236     |
| Keiser       | M5 Elliptical                       | \$1,895      | 14%        | \$1,629     |
| Keiser       | M3 TBT                              | \$1,850      | 14%        | \$1,591     |
| Torque       | X-Lab 1                             | \$2,095      | 20%        | \$1,676     |

#### **RETAIL CATALOG PRICING ASSOCIATED DISCOUNTS**

| Torque | X-Lab 2                           | \$3,670 | 20% | \$2,936 |
|--------|-----------------------------------|---------|-----|---------|
| Torque | X-Lab 3                           | \$4,195 | 20% | \$3,356 |
| Torque | X-Lab 4                           | \$4,720 | 20% | \$3,776 |
| Torque | X-Lab 5                           | \$5,245 | 20% | \$4,196 |
| Torque | X-Rack - 4' Free Standing         | \$1,250 | 20% | \$1,000 |
| Torque | X-Rack - 10' Free Standing        | \$1,885 | 20% | \$1,508 |
| Torque | X-Rack - 14' Free Standing        | \$2,700 | 20% | \$2,160 |
| Torque | X-Rack - 20' Free Standing        | \$3,250 | 20% | \$2,600 |
| Torque | X-Rack - 24' Free Standing        | \$3,980 | 20% | \$3,184 |
| Torque | X-Rack Bar Catches                | \$295   | 20% | \$236   |
| Torque | X-Rack Ball Target                | \$245   | 20% | \$196   |
| Torque | X-Rack Dip Attachment             | \$145   | 20% | \$116   |
| Torque | X-Rack Plyo Step                  | \$295   | 20% | \$236   |
| Torque | X-Rack Ground Rotational Trainer  | \$145   | 20% | \$116   |
| Torque | MAB - M Abdominal                 | \$2,995 | 20% | \$2,396 |
| Torque | MACD - M Assisted Chin Dip        | \$3,995 | 20% | \$3,196 |
| Torque | MBC M Bicep Curl                  | \$2,995 | 20% | \$2,396 |
| Torque | MBE M Back Extension              | \$3,295 | 20% | \$2,636 |
| Torque | MCP M Chest Press                 | \$3,495 | 20% | \$2,796 |
| Torque | MG M Glute                        | \$3,895 | 20% | \$3,116 |
| Torque | MAA M HIP Abduction/Adduction     | \$3,995 | 20% | \$3,196 |
| Torque | MLE M Leg Extension               | \$3,495 | 20% | \$2,796 |
| Torque | MLP M Leg Press                   | \$4,995 | 20% | \$3,996 |
| Torque | MLPD M Lat Pull Down              | \$3,495 | 20% | \$2,796 |
| Torque | MPFRD M Pec Fly/Rear Deltoid      | \$3,795 | 20% | \$3,036 |
| Torque | MLPC M Prone Leg Curl             | \$3,495 | 20% | \$2,796 |
| Torque | MSC M Standing Calf               | \$3,495 | 20% | \$2,796 |
| Torque | MSCLC M Seated Leg Curl           | \$3,495 | 20% | \$2,796 |
| Torque | MSP M Shoulder Press              | \$3,495 | 20% | \$2,796 |
| Torque | MSR M Seated Row                  | \$3,495 | 20% | \$2,796 |
| Torque | MTP M Tricep Press                | \$3,495 | 20% | \$2,796 |
| Torque | MJ-SR MJ4 Seated Row              | \$1,895 | 20% | \$1,516 |
| Torque | MJ-FTC Functional Training Column | \$350   | 20% | \$280   |
| Torque | MJ-TP MJ4 Tricep Press            | \$895   | 20% | \$716   |
| Torque | MJ-APS                            | \$4,955 | 20% | \$3,964 |
|        |                                   |         |     |         |

#### **RETAIL CATALOG PRICING ASSOCIATED DISCOUNTS**

| TRUE | CS400 Treadmill      | \$5,699 | 20% | \$4,559.20 |
|------|----------------------|---------|-----|------------|
| TRUE | PS900 Treadmill      | \$3,999 | 20% | \$3,199.20 |
| TRUE | CS400 Elliptical     | \$4,399 | 20% | \$3,519.20 |
| TRUE | PS100 Elliptical     | \$2,599 | 20% | \$2,079.20 |
| TRUE | CS400 Recumbent Bike | \$2,899 | 20% | \$2,319.20 |
| TRUE | PS100 Recumbent Bike | \$2,099 | 20% | \$1,679.20 |
| TRUE | CS400 Upright Bike   | \$2,499 | 20% | \$1,999.20 |
| TRUE | 800SS True Stretch   | \$2,499 | 20% | \$1,999.20 |