

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 060

By: Mayor Perciak and Mr. Short

**AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE AND INSTALLATION OF VARIOUS FITNESS EQUIPMENT FOR USE BY THE RECREATION DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY. [Life Fitness/G&G]**

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for counties, townships and municipal corporations to participate in contracts of the Ohio Department of Administrative Services for the purchase of machinery, equipment, materials, supplies or other articles; and

WHEREAS, based upon recommendation of the City's Director of Recreation & Senior Services, this Council wishes to take advantage of that opportunity in connection with the purchase and installation of various fitness equipment (Schedule No. 800300, Index No. STS-650) for use by the Recreation Department at the Walter F. Ehrnfelt Recreation and Senior Center.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contract, which the Department has entered into pursuant to Revised Code Section 5513.01(B) with **LIFE FITNESS**, through the authorized dealer, **G & G FITNESS EQUIPMENT, INC.**, for the purchase and installation of various fitness equipment for use by the Recreation Department of the City in the amount of \$43,306.00, as set forth on the proposal attached hereto as Exhibit "A," and incorporated herein by reference.

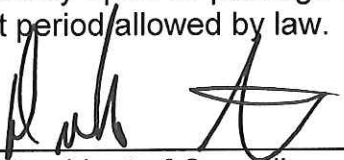
**Section 2.** That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of Administrative Services for such purchase and to directly pay the vendor, under each such contract of the Ohio Department of Administrative Services in which the City participates for items it receives pursuant to the contract.

**Section 3.** That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the Ohio Department of Administrative Services Cooperative Purchasing Program.

**Section 4.** That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Recreation Capital Improvement Fund.

**Section 5.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 6.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in the purchase of such fitness equipment, in order to update and improve the operation of the Walter F. Ehrnfelt Recreation and Senior Center of the City for the benefit and safety of its residents and visitors to the Center, to maintain continuity of operations, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.


  
 \_\_\_\_\_  
 President of Council

Approved:   
 \_\_\_\_\_  
 Mayor

Date Passed: March 21, 2016

Date Approved: March 22, 2016

	<u>Yea</u>	<u>Nay</u>
Carbone	<u>✓</u>	_____
Daymut	<u>✓</u>	_____
DeMio	<u>✓</u>	_____
Dooner	<u>✓</u>	_____
Schonhut	_____	<u>✓</u>
Short	<u>✓</u>	_____
Southworth	<u>✓</u>	_____

Attest:   
 \_\_\_\_\_  
 Assistant Clerk of Council

ORD. No. 2016-060 Amended: \_\_\_\_\_  
 1st Rdg. 03/21/16 Ref: \_\_\_\_\_  
 2nd Rdg. suspended Ref: \_\_\_\_\_  
 3rd Rdg. suspended Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: 03/21/16 Defeated: \_\_\_\_\_



7350 Transit Road  
Williamsville, NY 14221

Quote # 934205  
Rep: JPOLACEK  
Date: 2016-03-15

Commercial Consultant: James Polacek Phone: (440) 653-7026 Fax: (716) 204-2521

**SOLD TO**

Strongsville Rec. Center [Ta11029]  
Attn: Accts. Payable  
18100 Royalton Rd.  
Strongsville, OH 44136  
Contact 1: Ned Hamad 440-580-3260  
Contact 2: 440-572-3503 (fax)

**SHIP TO**

Strongsville Rec. Center  
Attn: Accts. Payable  
18100 Royalton Rd.  
Strongsville, OH 44136  
Contact:  
Email: ned.hamad@strongsville.org  
Phone:  
Fax:  
Cell:

Description	Qty	Price	Ext. Price
Lf 95p Discover Se Powermill 16" Console Model: 95PE-DOMXX-01	2	\$8,469.00	\$16,938.00
Hammer Strength Select Pectorally Model: HS-PEC	1	\$2,295.00	\$2,295.00
Life Fitness Lat Pulldown Low Row Optima Series Model: OSLR	1	\$1,557.00	\$1,557.00
Life Fitness Optima Front & Rear Shroud Option Model: OS-SHROUD	1	\$125.00	\$125.00
Hammer Iso-lat Leg Ext Model: ILLE	1	\$1,610.00	\$1,610.00
Hammer Heavy Duty Power Rack 8ftelite Model: HDLPR	2	\$1,497.00	\$2,994.00
Hd Elite Combo Rack Short Single Storage -standard Model: HDLSTOR-SS-6201	2	\$687.00	\$1,374.00
Life Fitness Sumo Base Option For Power/multi Model: HDLMR-6002	2	\$322.00	\$644.00
Rotating Chin Up Option On Hd Elite Racks Model: HDLPU-6608	2	\$323.00	\$646.00
Top Band Pegs - Pair On Hd Elite Racks Model: HDLTBP	2	\$185.00	\$370.00
Bottom Sliding Band Pegs Pair On Hd Elite Racks Model: HDLSBP	2	\$239.00	\$478.00
Life Fitness Signature Multi-adj.bench Model: SMAB	5	\$737.00	\$3,685.00
Hammer Oly Incline Bench Model: OIB	1	\$711.00	\$711.00
Hammer Oly. Decline Bench Model: ODB	1	\$711.00	\$711.00
Hammer Oly. Flat Bench Model: OFB	3	\$615.00	\$1,845.00
Hammer Oly Bench Weight Storage Add-on Model: OBWS	5	\$235.00	\$1,175.00
Jones Machine Club W/activebalance Bar Model: JCLUB-ABB	1	\$2,350.00	\$2,350.00

**Estimated Lead Time:** Cardio lead times are approximately 4 weeks, Strength lead times are approximately 12 weeks, Custom logo lead times 12-16 weeks.  
**Requirements:** All treadmills require a 120 volt 20 amp dedicated outlet (NEMA 5-20R receptacle). 220 volt treadmills are special order

Delivery/Assembly	\$3,798.00
Taxable Subtotal	\$43,306.00
Sales Tax 0%	\$0.00
<b>TOTAL</b>	<b>\$43,306.00</b>



and require an 8 week lead time.

**Desired Delivery Date:** \_\_\_\_\_

**Frame Color:** \_\_\_\_\_

**Upholstery Color:** \_\_\_\_\_

**Power Cord Length:** \_\_\_\_\_

**Ground Floor Delivery:** \_\_\_\_\_

**Door Size:** \_\_\_\_\_

**Lift Gate:** \_\_\_\_\_

Comments:

STATE CONTRACT

Schedule Number: 800300

Index Number: STS650

Vendor OAKS Contract ID: 800300-4

Terms and Conditions

Please select the payment terms desired:

\_\_\_\_\_ Pre-paid: 50% (or more) of total invoice due as down-payment when order is placed. Balance due prior to scheduling delivery.

\_\_\_\_\_ (Initials)

\_\_\_\_\_ Net \_\_\_\_\_ Days: On approved credit or government purchase order. Full payment will be due on or before the the specified number of days.

\_\_\_\_\_ (Initials)

1. Any and all late payments will be assessed a 1.5% late fee charged on the remaining outstanding balance. Additional late fee charges will accrue thereafter at a rate of 1.5% per 10 day period. Orders with Pre-pay or COD terms will be effectively due on day of delivery for purposes of late charge calculations.
2. If partial deliveries are accepted by the customer, payment for those items is due as they are delivered, per the terms of the sale.
3. G&G Fitness reserves the right to reacquire any equipment equal to the dollar amount owed should late payments exceed 14 days or if regular payment schedules are defaulted at any time.
4. Any and all attorney's fees and other agency fees that may result from non-payment will be charged to the party in default and may be subject to all applicable late fees and charges.
5. Terms and Conditions of sale which appear on purchaser's documents (including purchase orders) and which are inconsistent with these terms shall be voided.
6. Orders canceled after shipment (or after production starts for built-to-order products) are subject to a 20% restocking fee.
7. Delays in delivery at customer request are subject to storage fees of \$10 per month per piece.
8. Customers with sites located beyond twenty-five miles from our nearest service depot may be responsible for additional travel charges for service on equipment even when covered under a manufacturer's labor warranty.
9. Orders over ten thousand dollars paid with a credit card will incur a 2% convenience fee.

Customer Approval Signature

Date

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Quote Valid for 30 Days

By signing you affirm that you are authorized to enter into a purchase agreement on behalf of the aforementioned organization and that you have read and agreed to all specifications, terms and conditions.