

City of Fayetteville Staff Review Form

2018-0747

Legistar File ID

1/3/2019

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

12/13/2018

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution awarding Bid #18-50 for the purchase of physical fitness equipment from the vendor Best Priced Products in the amount of \$46,110.96 plus associated sales tax for a total of \$50,606.78.

Budget Impact:

2230.900.8007-5210.00			
1010.300.3020-5210.00			Special Grants & General Fund
_____ Account Number		_____ Fund	
31711.1			FEMA Fire-Physical Fitness Equipment
_____ Project Number		_____ Project Title	
Budgeted Item?	<u>Yes</u>	Current Budget	\$ 156,400.00
		Funds Obligated	\$ -
		Current Balance	\$ 156,400.00
Does item have a cost?	<u>Yes</u>	Item Cost	\$ 50,606.78
Budget Adjustment Attached?	<u>No</u>	Budget Adjustment	
		Remaining Budget	\$ 105,793.22

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments: This purchase of physical fitness equipment utilizing \$45,546 grant funds and the city paying the remaining amount will allow for replacement of older equipment currently being utilized in the fire department health and wellness program. Best Priced Products' bid was selected due to meeting and exceeding the minimum specifications outlined by the City and being the lowest bid.



MEETING OF JANUARY 3, 2019

TO: Mayor Jordan and City Council

FROM: David Dayringer, Fire Chief

DATE: December 13, 2018

SUBJECT: Approval of a resolution awarding Bid #18-50 for the purchase of physical fitness equipment from the vendor Best Priced Products in the amount of \$46,110.96 plus associated sales tax for a total of \$50,606.78.

RECOMMENDATION:

Approval of a resolution awarding Bid #18-50 for the purchase of physical fitness equipment from the vendor Best Priced Products in the amount of \$46,110.96 plus associated sales tax for a total of \$50,606.78.

BACKGROUND:

The Department of Homeland Security (DHS) Federal Emergency Management Agency's (FEMA) Grant Programs Directorate implements and administers the Assistance to Firefighters (AFG) Grants. The purpose of the AFG Program is to enhance, through direct financial assistance, the health and safety of the public and firefighting personnel and to provide a continuum of support for emergency responders regarding fire, medical, and all-hazard events.

This purchase of physical fitness equipment utilizing \$45,546 grant funds and the city paying the remaining amount will allow for replacement of older equipment currently being utilized in the fire department health and wellness program.

DISCUSSION:

The approval of this resolution will allow for the purchase of physical fitness equipment for the Fire Department facilities. This specialized physical fitness equipment made accessible and available for the Fayetteville Fire Department will lead to enhanced firefighter health and wellness. This will help in establishment of preventative measures addressing cardiovascular disease and heart attacks amongst firefighters thus assuring the potential for healthier and physically fit individuals responding to the needs of the citizens of Fayetteville. Best Priced Products' bid was selected due to meeting and exceeding the minimum specifications outlined by the City and being the lowest bid.

BUDGET/STAFF IMPACT:

The funds for this purchase are budgeted and available in Project #31711.1, Fire-FEMA Grant for Physical Fitness Equipment. \$45,546 of the total due will be paid utilizing FEMA grant funds with the remaining amount paid from city funds (ACT 833 funding).

Attachments:

Final Bid Tabulation Sheet and Purchasing Documents



Fire Department Fitness Equipment

Official Bid Tab
Leonel Jordan, Mayor

Date of Advertisement: 11/01/2018
Date of Issue: 11/01/2018

Bid No. 18-50
Date: 11.29.2018
Time: 2:00 PM

Item	Description	Each	Advanced Healthstyles Fitness Equipment, Inc		Best Priced Products		Dynamic Fitness & Strength		Fitness Lifestyles, Inc		Johnson Health Tech North America		ProMaxima		School Specialty, Inc.		Your Total Fitness Shop, Inc.	
			Price Ea.	Ext. Price	Price Ea.	Ext. Price	Price Ea.	Ext. Price	Price Ea.	Ext. Price	Price Ea.	Ext. Price	Price Ea.	Ext. Price	Price Ea.	Ext. Price	Price Ea.	Ext. Price
1	Rowing Machine	9	\$ 870.00	\$ 7,830.00	\$ 932.68	\$ 8,394.12	\$ 866.67	\$ 7,800.03	\$ 1,100.00	\$ 9,900.00	\$ 1,045.00	\$ 9,405.00	\$ 995.00	\$ 8,955.00	\$ 511.84	\$ 4,606.56	\$ 950.00	\$ 8,550.00
Manufacturer/Model			Body Solid R3000 Rower		Spirit Fitness / CRW800		Spirit CRW800		Concept 2 / D		Matrix Rower		CV 1100		Kettler # 01309G		Concept 2 / Model D	
2	Treadmill	9	\$ 2,450.00	\$ 22,050.00	\$ 2,060.73	\$ 18,546.57	\$ 2,100.00	\$ 18,900.00	\$ 2,100.00	\$ 18,900.00	\$ 1,995.00	\$ 17,955.00	\$ 2,115.00	\$ 19,035.00	\$ 3,163.76	\$ 28,473.84	\$ 2,400.00	\$ 21,600.00
Manufacturer/Model			Spirit C1800 Treadmill		Spirit Fitness / C1800		Spirit C1800		BFI Fitness / IK1R		Matrix IX Treadmill		CV 1100		Lifespan Pro # 146/094		True P5100	
3	Barbell	9	\$ 395.67	\$ 3,561.03	\$ 207.90	\$ 1,871.10	\$ 168.00	\$ 1,512.00	\$ 375.00	\$ 3,375.00	\$ 275.00	\$ 2,475.00	\$ 379.00	\$ 3,411.00	\$ 433.67	\$ 3,903.03	\$ 230.00	\$ 2,070.00
Manufacturer/Model			Body Solid 7ft Power Bar		Troy Barbell / AOB 1500B		Dynamic #G08003		York / 37004		Xult XI 70KG-PWR		IBARDI Y2000BW/O		USA Sports #013413		Wright 20kg V2	
4	Bumper Plates 25 LBS	18	\$ 41.00	\$ 738.00	\$ 43.94	\$ 790.92	\$ 37.42	\$ 673.56	\$ 36.25	\$ 652.50	\$ 72.00	\$ 1,296.00	\$ 40.00	\$ 720.00	\$ -	\$ -	\$ 31.00	\$ 558.00
Manufacturer/Model			Body Solid Xtreme Rubber Bumper Plate 25 lb		Troy Barbell / O 0255BP		Dynamic #PI BP 25B		York / 79069		Xult Premium Bumper Plate 25 lb		BUMII 251B		Included with item 013413 (Line Item 3)		USA / Troy GBO	
5	Bumper Plates 35 LBS	18	\$ 53.67	\$ 966.06	\$ 59.91	\$ 1,078.38	\$ 45.50	\$ 819.00	\$ 50.75	\$ 913.50	\$ 102.00	\$ 1,836.00	\$ 60.00	\$ 1,080.00	\$ -	\$ -	\$ 43.00	\$ 774.00
Manufacturer/Model			Body Solid Xtreme Rubber Bumper Plate 35 lb		Troy Barbell / O 0355BP		Dynamic #PI-BP 35B		York / 79070		Xult Premium Bumper Plate 35 lb		BUMIII 351B		Included with item 013413 (Line Item 3)		USA / Troy GBO	
6	Bumper Plates 45 LBS	18	\$ 69.00	\$ 1,242.00	\$ 75.89	\$ 1,366.02	\$ 59.00	\$ 1,062.00	\$ 65.25	\$ 1,174.50	\$ 130.00	\$ 2,340.00	\$ 75.00	\$ 1,350.00	\$ -	\$ -	\$ 54.00	\$ 972.00
Manufacturer/Model			Body Solid Xtreme Rubber Bumper Plate 45 lb		Troy Barbell / O 0455BP		Dynamic #PI-BP 45B		York / 79071		Xult Premium Bumper Plate 45 lb		BUMIII 451B		Included with item 013413 (Line Item 3)		USA / Troy GBO	
7	Kettle Bell 35 LBS (16Kg)	18	\$ 49.93	\$ 898.74	\$ 45.85	\$ 825.30	\$ 48.31	\$ 869.58	\$ 50.75	\$ 913.50	\$ -	\$ -	\$ 60.00	\$ 1,080.00	\$ 58.12	\$ 1,046.16	\$ 47.00	\$ 846.00
Manufacturer/Model			VIX Cast Iron Kettle 35 lb		Rally Fitness / Rally Pro 35		Dynamic #PI B 35		York / 15135		NO BID		KITTLE BPRO 035		Hampton # 1477837		Wright KB	
8	Kettle Bell 44 LBS (20Kg)	18	\$ 51.93	\$ 934.74	\$ 53.66	\$ 965.88	\$ 59.88	\$ 1,077.84	\$ 65.25	\$ 1,174.50	\$ -	\$ -	\$ 75.00	\$ 1,350.00	\$ 72.71	\$ 1,308.78	\$ 57.00	\$ 1,026.00
Manufacturer/Model			VIX Cast Iron Kettle 45 lb		Rally Fitness / Rally Pro 44		Dynamic #KB-44		York / 15140 (45 lb)		NO BID		KITTLE BPRO 045		Hampton # 1477839		Wright KB	
9	Kettle Bell 53 LBS (24Kg)	18	\$ 53.93	\$ 970.74	\$ 60.49	\$ 1,088.82	\$ 71.44	\$ 1,285.92	\$ 72.50	\$ 1,305.00	\$ -	\$ -	\$ 95.00	\$ 1,710.00	\$ 107.47	\$ 1,934.16	\$ 69.00	\$ 1,242.00
Manufacturer/Model			Troy VIX Cast Iron Kettle 55 lb		Rally Fitness / Rally Pro 53		Dynamic #KB 53		York / 15150 (50 lb)		NO BID		KITTLE BPRO055		Hampton # 1477841		Wright KB	
10	Pull-Up Bar	9	\$ 85.00	\$ 765.00	\$ 91.35	\$ 822.15	\$ 158.00	\$ 1,422.00	\$ 160.00	\$ 1,440.00	\$ -	\$ -	\$ 198.00	\$ 1,782.00	\$ 331.03	\$ 2,979.27	\$ 109.00	\$ 981.00

Manufacturer/Model		Rage Wall Mounted Pull Up Bar		Wright Equipment / Pullup Bar		Dynamic #109993 99		Unified / XM 3745		NO BID		FW-92		TC Sports # 013117		Wright Pull Up Bar		
11	Bumper Plate Tree	9	\$ 290.00	\$ 2,610.00	\$ 91.20	\$ 820.80	\$ 320.00	\$ 2,880.00	\$ 475.00	\$ 4,275.00	\$	\$	\$	\$	\$ 323.53	\$ 2,911.77	\$ 239.00	\$ 2,151.00
Manufacturer/Model		Body Solid Weight Tree		Troy Barbell / GOLI		Dynamic #509089-99		Body Solid / SW11000		NO BID		INCLUDED ON VFPR(LINE 12)		Hampton # 1322197		Wright Bumper Tree		
12	Squat Rack	9	\$ 1,086.67	\$ 9,780.03	\$ 579.27	\$ 5,213.43	\$ 1,246.00	\$ 11,214.00	\$ 995.00	\$ 8,955.00	\$ 1,600.00	\$ 14,400.00	\$ 695.00	\$ 6,255.00	\$ 1,632.93	\$ 14,696.37	\$ 1,100.00	\$ 9,900.00
Manufacturer/Model		Body Solid Squat Rack		York Barbell / 4R053		Dynamic #A00005 99		Body Solid / SPR1000		Matrix VY D47		VI PR		Legend # 1321590		Tuff Stuff CPR 265		
13	Multi-Purpose Bench	9	\$ 274.67	\$ 2,472.03	\$ 168.29	\$ 1,514.61	\$ 459.00	\$ 4,131.00	\$ 485.00	\$ 4,365.00	\$ 650.00	\$ 5,850.00	\$ 450.00	\$ 4,050.00	\$ 417.82	\$ 3,760.38	\$ 500.00	\$ 4,500.00
Manufacturer/Model		Body Solid Adjustable Bench		Multi Purpose Bench		Dynamic #109060 99		Body Solid / S11D475		Matrix AB6		PI 610		Promaxima # 037139		Tuff Stuff CPR 375		
14	Jump Rope	18	\$ 6.65	\$ 119.70	\$ 3.31	\$ 59.58	\$ 10.00	\$ 180.00	\$ 20.00	\$ 360.00	\$ 10.00	\$ 180.00	\$ 18.00	\$ 324.00	\$ 50.92	\$ 916.56	\$ 52.00	\$ 936.00
Manufacturer/Model		SPRI Speed Rope		York Barbell / G586		PB X #3471 02		Unified / XM 3947		Xult Adjustable Jump Rope Bearings		11040		Champion # 156R527		RPM 3 0		
15	Wall Ball 14 LBS	9	\$ 53.47	\$ 481.23	\$ 54.98	\$ 494.82	\$ 37.96	\$ 341.64	\$ 48.00	\$ 432.00	\$ 105.00	\$ 945.00	\$ 47.00	\$ 423.00	\$ 58.67	\$ 528.03	\$ 75.00	\$ 675.00
Manufacturer/Model		Troy VIX Wall Ball 14 lb		Troy Barbell / PWB 014		Dynamic #600804		Body Solid / B51SMH14		Dynamax MB14		11084		Hero # 1594/15		Wright Med Ball		
16	Wall Ball 20 LBS	9	\$ 66.67	\$ 600.03	\$ 67.05	\$ 603.45	\$ 40.30	\$ 362.70	\$ 53.00	\$ 477.00	\$ 120.00	\$ 1,080.00	\$ 56.00	\$ 504.00	\$ 60.59	\$ 545.31	\$ 75.00	\$ 675.00
Manufacturer/Model		Troy VIX Wall Ball 20 lb		Troy Barbell / PWB 020		Dynamic #600807		Body Solid / B51SMH20		Dynamax MB20		11087		Hero # 1594/17		Wright Med Ball		
17	Sand Bag Trainer (60 lbs)	9	\$ 47.00	\$ 423.00	\$ 66.46	\$ 598.14	\$ 88.12	\$ 793.08	\$ 120.00	\$ 1,080.00	\$	\$	\$ 125.00	\$ 1,125.00	\$	\$	\$ 60.00	\$ 540.00
Manufacturer/Model		Rage Sand Bag Trainer		Wright Equipment / SB Trainer		PB-X#1411 20 Blue		Unified / XM 7836		NO BID		1107R		NO BID		Wright Sandbag		
18	Weight Vest 40 LBS	9	\$ 81.33	\$ 731.97	\$ 105.71	\$ 951.39	\$ 184.49	\$ 1,660.41	\$ 80.00	\$ 720.00	\$	\$	\$ 150.00	\$ 1,350.00	\$ 232.54	\$ 2,092.86	\$ 100.00	\$ 900.00
Manufacturer/Model		Body Solid Weighted Vest		Power Systems / 13229		PB-X #1418 20/141R 75		Body Solid / B51WVP40		NO BID		AC X10 4018		PowerMax # 1280271 & 1280772		Gofit Weighted Vest		
19	Spring Clip Collars	9	\$ 5.00	\$ 45.00	\$ 11.72	\$ 105.48	\$ 2.94	\$ 26.46	\$ 6.00	\$ 54.00	\$ 6.00	\$ 54.00	\$ 8.00	\$ 72.00	\$	\$	\$ 9.00	\$ 81.00
Manufacturer/Model		Troy / Spring 1" Olympic Collars		Troy Barbell / 1O2C 1/2G		Dynamic #611501		York / 36040		Xult Spring Collar		AC G		NO BID		USA / Troy 1O2C 1/2G		
Total Base Bid			\$ 57,219.30	\$ 46,110.96	\$ 57,011.22	\$ 60,466.50	\$ 57,816.00	\$ 54,576.00	\$ 69,703.38	\$ 58,977.00								

CLERK II D: A. Green, Purchasing Manager CPPB, CPPO

Witness: Les McCaugh

12/2/18
Date

*NOTICE Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials

~~Matt Summers~~
Government Sales Manager

Direct (800) 824-2939 x1155
Cell (914) 819-8797
Matt@BPP2.com

PO Box 1174
White Plains, NY 10602 USA
Customer Service (800) 824-2939
Fax (800) 356-8587
BPP2.com

**BEST
PRICED
PRODUCTS**

Contract: V79/P-41965

DUNS: 033960944

CAGE Code: 43RV5

Tax ID: 13-3233962

Woman-owned Small Business (WOSB)





**CITY OF
FAYETTEVILLE
ARKANSAS**

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 18-50, Fire Department Fitness Equipment
DEADLINE: Thursday November 29, 2018 before 2:00 PM, Local Time
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: Thursday November 01, 2018

INVITATION TO BID
Bid 18-50, Fire Department Fitness Equipment

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder. All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.


Name of Firm: Best Priced Products

Contact Person: Matt Sommers Title: Government Sales Manager

E-Mail: Matt@BPP2.com Phone: 914-345-3800 x1155

Business Address: PO Box 1174

City: White Plains State: NY Zip: 10602

Signature:  Date: 11/08/18

City of Fayetteville
Bid 18-50, Fire Department Fitness Equipment
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 18-50, Fire Department Fitness Equipment

The City is seeking bids from qualified vendors for the purchase, delivery, and maintenance of physical fitness equipment for various Fayetteville Fire Department stations.

All sealed bids are due by **Thursday November 29, 2018 before 2:00 PM, Local Time**. All bids are due before the time stated. Late bids shall not be accepted. Bidder and manufacturer shall be responsible for meeting and complying with all FEMA guidelines and NFPA compliance. City of Fayetteville reserves the right to deviate from the estimated purchase quantities. Bids will be opened and read aloud immediately following the stated deadline.

Bid forms can be downloaded from the City's website at <http://fayetteville-ar.gov/bids> . All questions should be directed to Les McGaugh, (479)-575-8220, lmcgaugh@fayetteville-ar.gov.

The City reserves the right to reject any and all bids and to waive formalities deemed to be in the City's best interest.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

City of Fayetteville

By: Les McGaugh, Purchasing Agent

P: 479.575.8220

lmcgaugh@fayetteville-ar.gov

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 11/01/2018

City of Fayetteville
 Bid 18-50, Fire Department Fitness Equipment
 Bid Form

DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made within 45 calendar days from date of received order. F.O.B. City of Fayetteville, one set to each station per specifications.

GUARANTEED DELIVERY DATE: Within 45 calendar days of received order.

*Note: All quantities listed are estimates only. The City reserves the right to deviate from quantities listed herein.

ITEM	DESCRIPTION	QTY	PRICE EA	EXTENDED PRICE
1	ROWING MACHINE MFG/MODEL <u>Spirit Fitness / CRW800</u>	9	\$ <u>932.68</u>	\$ <u>8,394.15</u>
2	TREADMILL MFG/MODEL <u>Spirit Fitness / CT800</u>	9	\$ <u>2,060.73</u>	\$ <u>18,546.59</u>
3	BARBELL MFG/MODEL <u>Troy Barbell / AOB-1500B</u>	9	\$ <u>207.90</u>	\$ <u>1,871.12</u>
4	BUMPER PLATES 25 LBS MFG/MODEL <u>Troy Barbell / O-025SBP</u>	18	\$ <u>43.94</u>	\$ <u>790.90</u>
5	BUMPER PLATES 35 LBS MFG/MODEL <u>Troy Barbell / O-035SBP</u>	18	\$ <u>59.91</u>	\$ <u>1,078.46</u>
6	BUMPER PLATES 45 LBS MFG/MODEL <u>Troy Barbell / O-045SBP</u>	18	\$ <u>75.89</u>	\$ <u>1,366.02</u>
7	KETTLE BELL 35 LBS (16Kg) MFG/MODEL <u>Rally Fitness / Rally Pro 35</u>	18	\$ <u>45.85</u>	\$ <u>825.37</u>
8	KETTLE BELL 44 LBS (20Kg) MFG/MODEL <u>Rally Fitness / Rally Pro 44</u>	18	\$ <u>53.66</u>	\$ <u>965.85</u>

BID FORM CONTINUES ON NEXT PAGE

Bidder Name: Best Priced Products

9	KETTLE BELL 53 LBS (24Kg) MFG/MODEL <u>Rally Fitness / Rally Pro 53</u>	18	\$ <u>60.49</u>	\$ <u>1,088.78</u>
10	PULL-UP BAR MFG/MODEL <u>Wright Equipment / Pullup Bar</u>	9	\$ <u>91.35</u>	\$ <u>822.12</u>
11	BUMPER PLATE TREE MFG/MODEL <u>Troy Barbell / GOPT</u>	9	\$ <u>91.20</u>	\$ <u>820.76</u>
12	SQUAT RACK MFG/MODEL <u>York Barbell / 48053</u>	9	\$ <u>579.27</u>	\$ <u>5,213.41</u>
13	MULTI-PURPOSE BENCH MFG/MODEL <u>York Barbell / 4239</u>	9	\$ <u>168.29</u>	\$ <u>1,514.63</u>
14	JUMP ROPE MFG/MODEL <u>York Barbell / 6586</u>	18	\$ <u>3.31</u>	\$ <u>59.52</u>
15	WALL BALL 14 LBS MFG/MODEL <u>Troy Barbell / PWB-014</u>	9	\$ <u>54.98</u>	\$ <u>494.78</u>
16	WALL BALL 20 LBS MFG/MODEL <u>Troy Barbell / PWB-020</u>	9	\$ <u>67.05</u>	\$ <u>603.44</u>
17	SAND BAG TRAINER (60lbs) MFG/MODEL <u>Wright Equipment / SB Trainer</u>	9	\$ <u>66.46</u>	\$ <u>598.18</u>
18	WEIGHT VEST 40 LBS MFG/MODEL <u>Power Systems / 13229</u>	9	\$ <u>105.71</u>	\$ <u>951.37</u>
19	SPRING CLIP COLLARS MFG/MODEL <u>Troy Barbell / TOZC-1/2G</u>	9 Pair	\$ <u>11.72</u>	\$ <u>105.48</u>

TOTAL BASE BID: \$ 46,110.92

Bidder Name: Best Priced Products

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid.

City of Fayetteville, AR

Bid 18-50, Fire Department Physical Fitness Equipment

Page 4 of 21

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

Bidder Name: Best Priced Products

*NAME Best Priced Products OF FIRM:

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

*BUSINESS ADDRESS: PO Box 1174

*CITY: White Plains *STATE: NY *ZIP: 10602

*PHONE: 914-345-3800 x1155 FAX: 914-345-0300

*E-MAIL: Matt@Bpp2.com

*BY: (PRINTED NAME) Matt Sommers

*AUTHORIZED SIGNATURE: _____

*TITLE: Government Sales Manager

*DUNS NUMBER: 033960944 CAGE NUMBER: 43RV5

*TAX ID NUMBER: 13-3233962

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville

Bid 18-50, Fire Department Fitness Equipment

Special Terms and Conditions

1. **FEMA Assistance To Firefighters Grant:** The City has received a Federal grant for the purchase of fitness equipment. This grant does not include annual maintenance costs that shall be borne by the City.
2. The City Purchasing department will conduct a search for exclusions on the System for Award Management Website immediately after bid deadline.
3. All items purchased with grant funding shall be disposed of according to guidelines established by the grant award.
4. All documents pertaining to procurement of grant funded purchases shall be permanently retained electronically. Paper Copies shall be retained for a minimum of 3 years. Reference: Amended Retention Schedule 09-16-15
5. The City of Fayetteville Fire Department shall conduct inventory and reconcile all grant purchases every two years.
6. The City of Fayetteville shall make every effort to ensure that property entrusted to the Fire Department is not stolen, damages are repaired, and all equipment is properly maintained. Reference: FPD Administrative Operating Procedures attached.
7. The City of Fayetteville Fire Department NFIRS reporting number is 72600.
8. Bidder and manufacturer shall be responsible for meeting and complying with all FEMA guidelines and NFPA compliance including the attached 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses .

City of Fayetteville

**Bid 18-50, Fire Department Fitness Equipment
General Terms and Conditions**

9. SUBMISSION OF BID & BID EVALUATION:

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in **sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.**
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have adequate experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

10. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

11. DESCRIPTION OF SUPPLIES AND SERVICES:

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

12. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

13. RESTRICTION OF BOYCOTT OF ISRAEL:

A.C.A. §25-1-503 requires that public entities shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

14. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

15. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

16. WITHDRAWL OF PROPOSAL:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

17. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents

prior to opening time and date listed.

18. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

19. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

20. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

21. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

22. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

23. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

24. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

25. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

26. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

27. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

28. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

29. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

30. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

31. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

32. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

33. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response.** Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

34. **OTHER GENERAL CONDITIONS:**

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Andrea Foren-Rennie immediately via telephone (479.575.8220) or e-mail (aforen@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren-Rennie, City of Fayetteville, Purchasing Agent via e-mail (aforen@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications,

or requests will not be disclosed until after a contract is in place.

- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.
 - k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
 - l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
 - m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
35. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
 - b. Order Date
 - c. Delivery date or the date of services
 - d. Name of the City Employee that requested or picked up the goods, materials, or service
 - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

36. **ATTACHMENTS TO BID DOCUMENTS:** N/A

- a. Attachment # 1- 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses
- b. Attachment # 2- City of Fayetteville, Administrative Operating Procedures, Equipment Control and Maintenance

City of Fayetteville
Bid 18-50, Fire Department Fitness Equipment
Technical Specifications: Fitness Equipment

BIDDING REQUIREMENTS:

- When given a specification option with a blank (example a. _____), bidder shall write a “check mark” or write “yes” indication yes if the accompanies specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in “NO” or leaving the item blank and writing on the City’s bid forms how the specification is not met or how the unit(s) bid differ from what has been specified.
- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

GENERAL:

- 1.1 All unit(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.2 All specifications written are to minimums unless otherwise noted.
- 1.3 Each Fire Station shall have one complete set of the following delivered:
 - a. (1) Rowing Machine
 - b. (1) Treadmill
 - c. (1) Barbell
 - d. (2) 25 lb. bumper plates
 - e. (2) 35 lb. bumper plates
 - f. (2) 45 lb. bumper plates
 - g. (2) 35 lb. kettle bell(s)
 - h. (2) 44 lb. kettle bell(s)
 - i. (2) 53 lb. kettle bell(s)
 - j. (1) Pull-up bar

- k. (1) Bumper plate tree
- l. (1) Squat Rack
- m. (1) Multi-purpose bench
- n. (2) Jump Rope(s)
- o. (1) 14 lb. Wall Ball
- p. (1) 20 lb. Wall Ball
- q. (1) 40 lb. weight vest
- r. (1 set) Spring clip collars

- 1.4 Bid prices are inclusive of Purchase, Delivery, Assembly, and Installation of 1 set per above to each of the below locations listed in 1.12 – Maintenance.
- 1.5 All quantities noted in the bid tab are estimated annual quantities and the City reserves the right to order additional quantities as needed as long as bid pricing remains firm from the awarded bidder.
- 1.6 Pricing bid shall be inclusive of all items, shipping, and warranty. Bid pricing shall NOT include sales tax. Sales tax will apply upon invoicing but will not be considered for bid evaluation.
- 1.7 All orders shall be received by the City of Fayetteville within **45 calendar days** of notice of order placed by the City to the awarded vendor.
- 1.8 The City reserves the right to request samples to determine that they meet specifications. In the event a sample is requested, bidder shall ship sample to City immediately and sample shall be received within three (3) business days. Additional consideration will be given by the City in cases where the sample is coming from a third party, such as manufacturer.
- 1.9 Any exception taken to these specifications and bid documents shall be noted and clearly identified on these documents provided by the City. Bidders shall note the difference next to the related specification when applicable. The City reserves the right to accept or reject exceptions to specifications.
- 1.10 Bidders, if not the manufacturer, shall be a current authorized dealer of any item bid and have jurisdiction to sell to the territory covering area bid.
- 1.11 Unit(s) bid shall be new and of the latest standard production model as offered for commercial trade.
- 1.12 Maintenance
 - a. Winning bidder, for an additional fee, must be able to maintain (or have a vendor that can) the equipment to the level required by the manufacturer.

- b. Number of Maintenance Cycles annually - To Be Determined
- c. Cost per Maintenance Cycle- \$ To Be Determined
- d. Total Annual Cost (Cycles x cost = annual cost) \$ To Be Determined
- e. Fire Station addresses for equipment locations:
 - Station 1 - 303 W. Center St
 - Station 2 - 708 N. Garland Rd
 - Station 3 – 1050 S. Happy Hollow Rd
 - Station 4 – 3385 Plainview
 - Station 5 – 2979 N. Crossover Rd
 - Station 6 – 900 Hollywood Ave
 - Station 7 – 835 N. Ruppel Rd
 - Training Facility – 2505 E. Borick St.
 - Fire Marshall’s Office – 4140 S. School Ave

1.13 This bid shall be valid for one (1) year, beginning with the date approved by the Fayetteville City Council or date of Purchase Order, whichever is earlier. This bid may be renewed for an additional four (4) one year terms for a total possible contract time of five (5) years.

1. ITEM 1 – ROWING MACHINE

1.1 DESIGN/CONSTRUCTION:

- a. All materials shall be new without flaws that affect appearance, durability, and function.
- b. Concept 2 Model D or equal
- c. Length: 96”
- d. Height: 14”
- e. Foot print: 8’ x 2’
- f. Max Weight: 500lbs
- g. Made in the USA

2. ITEM 2 – TREADMILL

2.1 DESIGN/CONSTRUCTION:

- a. All materials shall be new without flaws that affect appearance, durability, and function.
- b. True PS100 or equal
- c. 3HP DC Drive motor
- d. Magnetic speed sensor
- e. True Soft System
- f. Extended Handrails
- g. Heart Rate monitoring

3. ITEM 3 – BARBELL

3.1 DESIGN/CONSTRUCTION:

- a. All materials shall be new without flaws that affect appearance, durability, and function.
- b. Wright: Wright Bar V2 or equal
- c. Weight: 20 kg
- d. Diameter: 28.5 mm
- e. 201,000 psi
- f. No center knurl
- g. Sleeve Coating: Black Zinc
- h. Bushing Design and snap ring assembly
- i. Warranty: Lifetime

4. ITEM 4 – BUMPER PLATES 25 LBS

4.1 DESIGN/CONSTRUCTION:

- a. All materials shall be new without flaws that affect appearance, durability, and function.
- b. VTX Premium Bumper Plate 60874 or equal
- c. Weight: 25lbs
- d. Diameter: 17.7”
- e. Color: Black
- f. One pair

5. ITEM 5 – BUMPER PLATES 35 LBS

5.1 DESIGN/CONSTRUCTION:

- a. All materials shall be new without flaws that affect appearance, durability, and function.
- b. VTX Premium Bumper Plate 60874 or equal
- c. Weight: 35lbs
- d. Diameter: 17.7”
- e. Color: Black
- f. One pair

6. ITEM 6 – BUMPER PLATES 45 LBS

6.1 DESIGN/CONSTRUCTION:

- a. All materials shall be new without flaws that affect appearance, durability, and function.
- b. VTX Premium Bumper Plate 60874 or equal
- c. Weight: 45lbs
- d. Diameter: 17.7”
- e. Color: Black
- f. One pair

7. ITEM 7 – KETTLE BELL 35 LBS (16 Kg)

7.1 DESIGN/CONSTRUCTION:

- a. All materials shall be new without flaws that affect appearance, durability, and function.
- b. Wright Kettlebells V2 or equal

- c. Weight: 35lbs
- d. Material: Cast Iron
- e. Coating: E-Coating
- f. Identification: Color Stripe Handle
- g. KG & LB: Yes
- h. Production Process: Single Cast
- i. Guarantee/ Warranty: 2 Year

8. ITEM 8 – KETTLE BELL 44 LBS (20 Kg)

8.1 DESIGN/CONSTRUCTION:

- a. All materials shall be new without flaws that affect appearance, durability, and function.
- b. Wright Kettlebells V2 or equal
- c. Weight: 44lbs
- d. Material: Cast Iron
- e. Coating: E-Coating
- f. Identification: Color Stripe Handle
- g. KG & LB: Yes
- h. Production Process: Single Cast
- i. Guarantee/ Warranty: 2 Year

9. ITEM 9 – KETTLE BELL 53 LBS (24 Kg)

9.1 DESIGN/CONSTRUCTION:

- a. All materials shall be new without flaws that affect appearance, durability, and function.
- b. Wright Kettlebells V2 or equal
- c. Weight: 53lbs
- d. Material: Cast Iron
- e. Coating: E-Coating
- f. Identification: Color Stripe Handle
- g. KG & LB: Yes
- h. Production Process: Single Cast
- i. Guarantee/ Warranty: 2 Year

10. ITEM 10 – PULL UP BAR

10.1 DESIGN/CONSTRUCTION:

- a. All materials shall be new without flaws that affect appearance, durability, and function.
- b. Wright Pull up bar or equal
- c. 50"
- d. Weight limit: 350lbs
- e. Heavy duty commercial

11. ITEM 11 – BUMPER PLATE TREE

11.1 DESIGN/CONSTRUCTION:

- a. All materials shall be new without flaws that affect appearance, durability, and function.
- b. Wright Bumper plate tree or equal
- c. Six 2" x 8" post
- d. Supports 1,000lbs
- e. Stores up to 4 Olympic bars
- f. Heavy duty steel from construction

12. ITEM 12 – SQUAT RACK

12.1 DESIGN/CONSTRUCTION:

- a. All materials shall be new without flaws that affect appearance, durability, and function.
- b. Tuffstuff Powercage CPR265 or equal
- c. Spring loaded/swing lock J-Hooks adjust in 3" increments
- d. Level action pull-pin safety stoppers tested to 800lbs weight load capacity
- e. 1-1/4" nickel plated top cross bar
- f. Weight Limit: 600lbs

13. ITEM 13 – MULTI-PURPOSE BENCH

13.1 DESIGN/CONSTRUCTION:

- a. All materials shall be new without flaws that affect appearance, durability, and function.
- b. Tuffstuff Multi-purpose bench CMB375 or equal
- c. Multi angle bench adjusts from decline through full upright position
- d. Includes leg hold down support for secure decline bench use
- e. Independent seat adjustment
- f. Built-in handle and transport wheels for easy roll-away
- g. Weight Limit: 600lbs

14. ITEM 14 – JUMP ROPE

14.1 DESIGN/CONSTRUCTION:

- a. All materials shall be new without flaws that affect appearance, durability, and function.
- b. Cable: Rigid Stainless Steel
- c. Handles: Ultra-Durable Nylon
- d. 4.5" Handle Length

15. ITEM 15 – WALL BALL 14 LBS

15.1 DESIGN/CONSTRUCTION:

- a. All materials shall be new without flaws that affect appearance, durability, and function.

- b. Wright Med Balls V3 or equal
- c. 14" In Diameter
- d. Soft shell design and construction
- e. Weight: 14lbs

16. ITEM 16 – WALL BALL 20 LBS

16.1 DESIGN/CONSTRUCTION:

- a. All materials shall be new without flaws that affect appearance, durability, and function.
- b. Wright Med Balls V3 or equal
- c. 14" In Diameter
- d. Soft shell design and construction
- e. Weight: 20lbs

17. ITEM 17 – SAND BAG TRAINER

17.1 DESIGN/CONSTRUCTION:

- a. All materials shall be new without flaws that affect appearance, durability, and function.
- b. The sand bag will mold to your body
- c. Fully adjustable from 2 lbs to 64 lbs
- d. Heavy-grade canvas bag with 4 handle positions and dual-secure closure
- e. 3 sizes of adjustable weight inserts: Small Bag: 5 LB Medium Bag: 22 LB Large Bag: 35 LB

18. ITEM 18 – WEIGHT VEST 40 LBS

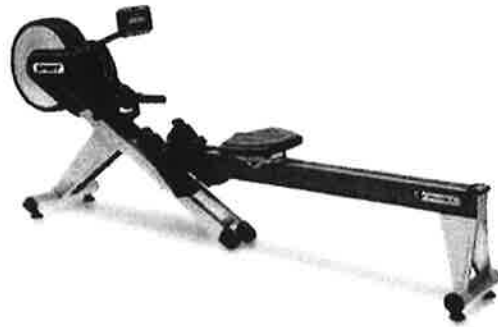
18.1 DESIGN/CONSTRUCTION:

- a. All materials shall be new without flaws that affect appearance, durability, and function.
- b. Flex weight design contours to the body while exercising
- c. Compact design
- d. Abrasion-resistant outer shell
- e. Extra-wide, fully adjustable neoprene belt
- f. Dual padding cushions shoulders and chest
- g. One size
- h. Weight: 40lbs

19. ITEM 19 – SPRING CLIP COLLARS

19.1 DESIGN/CONSTRUCTION:

- a. All materials shall be new without flaws that affect appearance, durability, and function.
- b. Chrome plated
- c. Easy grip handles
- d. Accommodate 2 inch diameter bars
- e. Sold as pair



Line #1– Item Number: CRW800

Spirit CRW800 Rower, 94" x 18" x 38". The CRW800 Rower combines a long list of high performance features with a reliable design. From the convenience of the 20" frame height and folding storage design to the combined air/magnetic resistance and remote handle controls, the CRW800 is sure to impress. It is the perfect addition to a club, corporate fitness/recreation center, school or hotel because the ease of use and resulting unparalleled full-body workout are second to none.

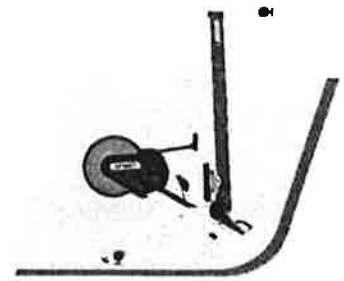


Line #2– Item Number: CT800

Spirit CT800 Treadmill, 84" x 35" x 57". The CT800 is even stouter than the XT685 (75 lbs. heavier). This model is very appealing to someone that is a walker or a runner. It features a non-folding platform base which is designed to stand up to the rigors of frequent running. Other design elements include a bright Tri-color LED console, Quick Speed and Incline keys, contact and wireless heart rate, dual drive motor cooling fans, and a maintenance free (other than monthly cleaning) wax deck system.



CRW800 ROWER



FOLDS FOR EASY STORAGE

The CRW800 Rower combines a long list of high performance features with a reliable design. From the convenience of the 20" frame height and folding storage design to the combined air/magnetic resistance and remote handle controls, the CRW800 is sure to impress. It is the perfect addition to a corporate fitness/recreation center, school or hotel because the ease of use and resulting unparalleled full-body workout are second to none.

CRW800 ROWER

- Air and magnetic resistance (16 levels) for smooth and consistent operation
- Wireless remote handle controls allow quick changes to resistance
- Fold-up frame design for easy storage
- Commercial grade handle strap is both smooth and reliable
- Solid steel frame with aluminum monorail
- Durable stainless steel fan cover
- Flex pedals with easy-adjust numbered settings
- Adjustable console angle and height for the perfect viewing angle





REMOTE HANDLE CONTROLS



CRW800 CONSOLE FEATURES

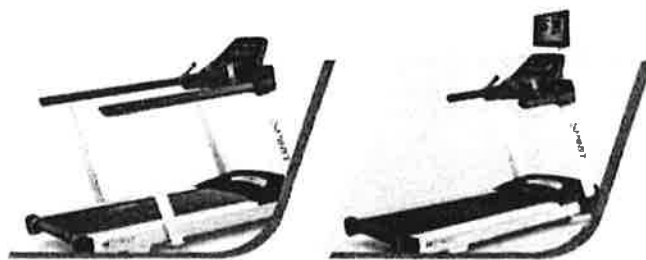
The advanced monitor is sophisticated yet easy to use. Utilizing the large, 5.5" blue backlit display, all of the workout data is highly visible and well organized for easy reference. To eliminate the need to pause your workout to adjust the level of resistance, the CRW800 incorporates an advanced wireless remote system that allows you to adjust resistance on-the-fly with just your thumbs on the pull handle. In addition to the clearly defined display segments, the center display scans between program profile and 500m time.

EQUIPMENT SPECIFICATIONS

CONSOLE	5.5" blue backlit LCD, adjustable console angle and console arm
PROGRAMS	manual, distance, time, calories, 20/10 interval, 10/20 interval, custom interval, fat burn, cardio, strength, game
HEART RATE	telemetric compatible (chest strap sold separately)
RESISTANCE	air and magnetic (16 levels)
REMOTE HANDLE	wireless remote resistance control with low battery indicator, padded ergonomic handle
POWER	plug-in; 120 volts
SEAT	contoured and padded
FOOTRESTS	adjustable footrests with numbered sizing
FRAME	high-strength steel with durable powder-coat paint, aluminum monorail
FRAME HEIGHT	20"
MONORAIL LENGTH	54"
DIMENSIONS	94" x 18" x 38"
FOLDED	53" x 18" x 71" (no tools required)
PRODUCT WEIGHT	96 lbs.
MAX USER WEIGHT	450 lbs.

WARRANTY INFORMATION

Commercial (Non-Dues Paying Facilities) – Lifetime frame, 5 years parts and electronics, and 2 years labor



OPTIONAL EXTENDED HANDRAILS

OPTIONAL TV BRACKET (TV NOT INCLUDED)

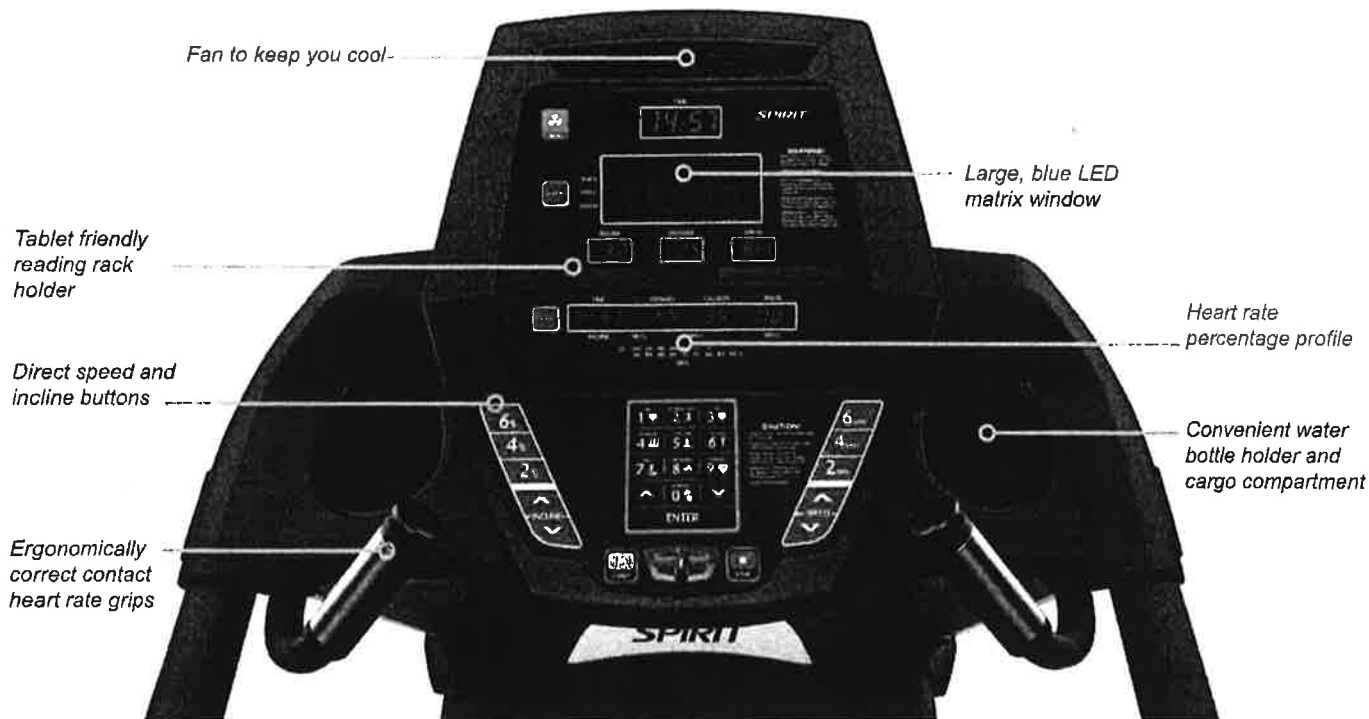
The CT800 is stout and extremely durable, weighing in at over 350 lbs. The combination of the heavy-duty steel frame and aluminum console masts and side rails make it comparable to treadmills at much higher price points in the commercial market. The large workout area makes this model very appealing to walkers and runners.

CT800 TREADMILL

- Bright, tri-color LED console with programming very similar to our other C-series consoles
- Direct speed and incline keys to save time and make workouts more efficient
- Contact and wireless heart rate options to help keep clients in their safe and effective training zone
- Dual-drive motor cooling fans to protect and extend the life of the motor and control board
- Maintenance free, hard wax deck system provides hassle free use for thousands of miles
- Spacious 22"x 60" workout area to accommodate tall individuals
- Multi-ply Habasit® commercial belt for superior belt life
- C-safe power and communication capabilities for A/V control

CT800 TREADMILL





CT800 CONSOLE FEATURES

As with any product, a major importance is the user interface. We focused on making everything easily accessible and comfortable: A storage tray for a phone, keys, or an MP3 player, ergonomically friendly pulse grip handles for a more natural hand position, and a turbo cooling fan to keep your clients cool and encourage them to work out longer. Our large, easy-to-read console gives your clients constant feedback from calories to distance to time.

EQUIPMENT SPECIFICATIONS

CONSOLE	large blue LED matrix with 4 separate LED info windows, 20-character LED message center, LED heart rate bar, C-safe compatible, tablet friendly reading rack
PROGRAMS	manual, interval, 5k, hill, fat burn, cardio, fit test, Gerkin Protocol Fit Test, 4 military readiness tests (Army, Navy, Air Force, Marines), 2 HR, custom
HEART RATE	contact and telemetric compatible (chest strap sold separately)
SPEED/INCLINE	0.5 – 12 mph / 0 – 15%
POWER	120 volts (NEMA 5–15P electrical cord); 15-amp circuit recommended
DRIVE MOTOR	4.0 HP DC drive with grade H insulation
DECK	1" phenolic, double-sided, wax-coated
BELT	22" x 60", Habasit® commercial, multi-ply
ROLLERS	3.0"
FRAME	heavy-gauge high-strength steel with durable powder-coat paint, aluminum masts and side rails
DIMENSIONS	84" x 35" x 57"
PRODUCT WEIGHT	353 lbs.
MAX USER WEIGHT	450 lbs.

WARRANTY INFORMATION

Commercial (Non-dues Paying Facilities) – Lifetime frame, 5 years motor, deck, and parts, and 2 years labor



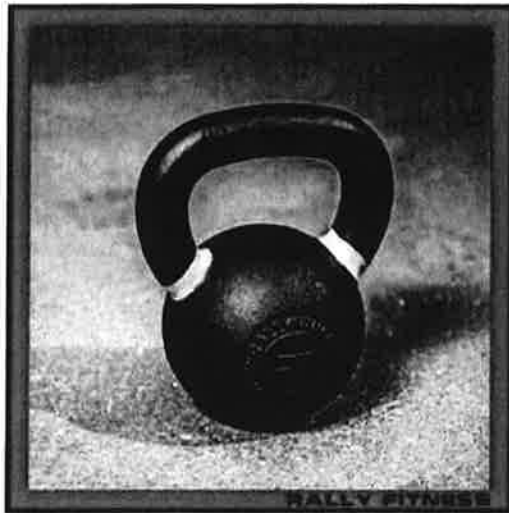
Line #3– Item Number: AOB-1500B

7' Black Power Bar, 28 mm diameter, 1500 lbs Statical Test Power Bar, 4" Center Medium Diamond Knurling. Domestic made, 7' black oxide power bar, 1200 lb statical test, 4" center knurling. Unique "O" ring design permanently attaches the sleeve to the bar. Designed to go into a club environment.



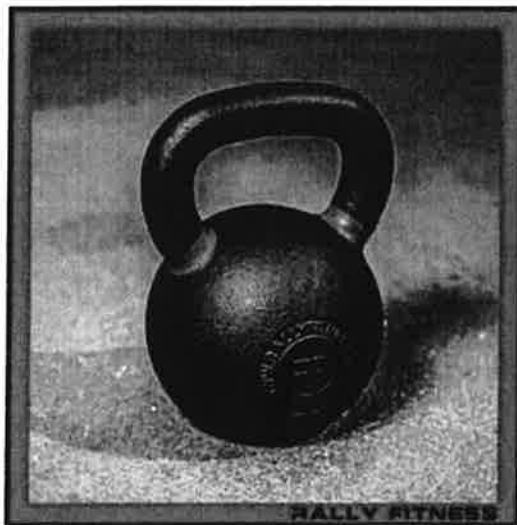
Line #4-6– Item Number: O-025SBP, O-035SBP, O-045SBP

25 lbs Olympic 2" Solid Bumper plate with steel insert-Yellow, 35 lbs Olympic 2" Solid Bumper plate with steel insert-Blue, 45 lbs Olympic 2" Solid Bumper plate with steel insert-Red. Our VTX Colored, Solid Rubber Bumper plates with solid steel inserts are high quality, branded bumper plates, engineered to our demanding standards. They routinely outperform other, more expensive models, making them the perfect value solution for gym and institutional use. We are so confident in their structural integrity, we offer a 1 year warranty against breakage.* Each plate displays its weight in pounds and kilos.



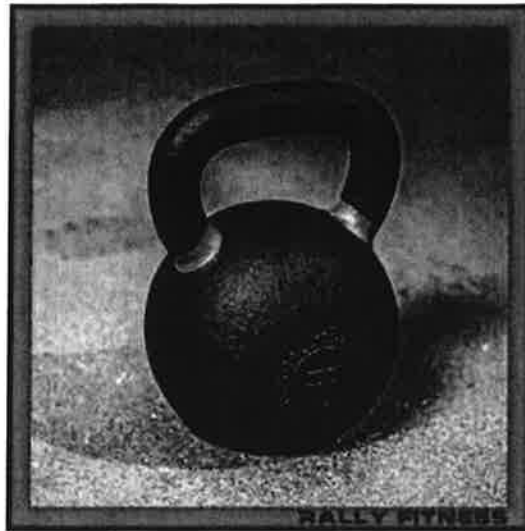
Line #7– Item Number: Rally Pro Kettlebell, 35 lbs

Rally Pro Kettlebell, 35 lbs, Rally Pro Kettlebell, 44 lb, Rally Pro Kettlebell, 53 lb. Our top-of-the-line, cast iron kettlebell. Solid one-piece mold with a flat base for increased stability. Gravity cast molding the most high-end finish on the market. Color-coded, smooth, comfortable handles.



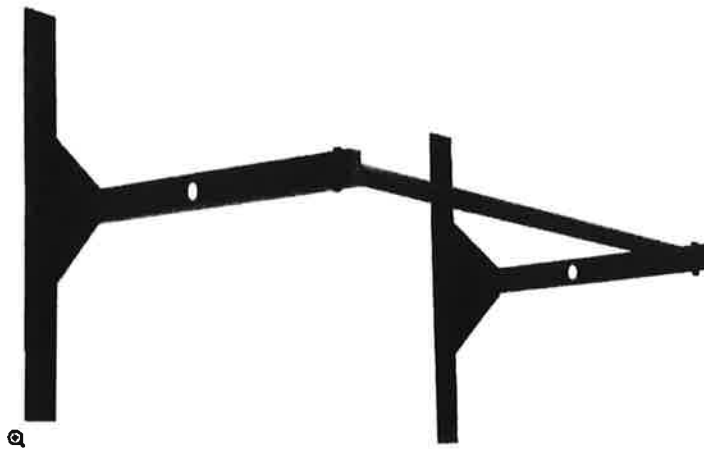
Line #8– Item Number: Rally Pro Kettlebell, 44 lbs

Pro Kettlebell, 44 lb. Our top-of-the-line, cast iron kettlebell. Solid one-piece mold with a flat base for increased stability. Gravity cast molding the most high-end finish on the market. Color-coded, smooth, comfortable handles.



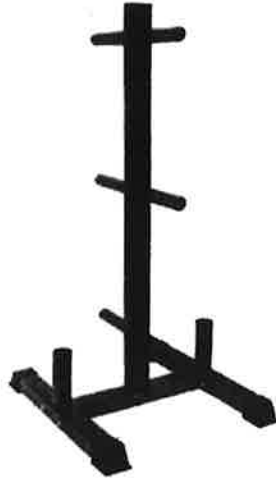
Line #9– Item Number: Rally Pro Kettlebell, 53 lbs

Rally Pro Kettlebell, 53 lbs. Our top-of-the-line, cast iron kettlebell. Solid one-piece mold with a flat base for increased stability. Gravity cast molding the most high-end finish on the market. Color-coded, smooth, comfortable handles.



Line #10– Item Number: Wright

WRIGHT Pull Up Bar. Does not come with hardware.



Line #11- Item Number: GOPT

Deluxe Olympic Plate Rack with Dual 2" Olympic Bar Holders. This versatile, institutional plate rack stores 2" Olympic bumpers or any other style of Olympic plate on every weight horn. Convenient, welded bar holders on each end vertically store 2 Olympic bars, while our new and improved "BOLT IN" weight horn design adds stability and prevents wobble.



Line #12- Item Number: 48053

FTS Power Cage. Multiple bar hooks provide flexible use of benches for flat, incline, and 90 degree positions. This unit comes standard with a Chin-up bar. A standard weight carriage comes with this unit which accommodates standard or Olympic size plates (with adapter).



Line #13– Item Number: 4239

Pro Series 210 With 205 FI Bench plus 202 Leg Curl Attachment. York's Pro Series Benches are a favorite among fitness studios and home fitness enthusiasts. The smaller size and lighter weight allow for easy movement during workouts, making it ideal for aerobic classes, residential, apartment and hotel usage. The sturdy construction combined with York's standards of design give the benches a professional club feel in the comfort of your own home. This fully adjustable bench features a variety of positions for both the back and seat, for versatility of exercises. The 13 gauge steel bench offers thick pads for comfort and durability.



Line #14– Item Number: 6586

York Weighted Skip Rope.



Line #15– Item Number: PWB-014

14 lb Leather Wall Ball (Black/Green). The VTX Wall Ball comes in multiple sizes and colors. Each VTX Wall Ball is 14” diameter. Made of durable synthetic leather and designed for superior grip, each ball is stitched to our exacting specifications and comes with a 1 year commercial warranty.



Line #16– Item Number: PWB-020

20 lb Leather Wall Ball (Black/Blue). The VTX Wall Ball comes in multiple sizes and colors. Each VTX Wall Ball is 14” diameter. Made of durable synthetic leather and designed for superior grip, each ball is stitched to our exacting specifications and comes with a 1 year commercial warranty.



Line #17– Item Number: Sandbag Trainer

Wright Sandbag Trainer. New and Improved! The Wright Sand Bag comes standard with a small, medium, and large filler bag. These bags are double stitched with heavy duty industrial thread. These bags are great at increasing strength and stability. The bag is 27" long and 9" diameter.



Line #18– Item Number: 13229

VersaFit Vest 40lbs. This padded nylon weight vest comes with removable sand-filled weight bags, so you can quickly customize resistance for any workout. Slide our weighted vest over your head to position the weight evenly around your torso and quickly secure it with the Velcro straps. The Versa Fit Vest can be used for plyometric drills, bodyweight exercises and much more, making it the perfect addition to your training regimen! Ten, twenty or forty pound options available. One size fits most. Black.



Line #19– Item Number: TOZC-1/2G

Spring Olympic Collar 2" E-Z with Rubber Grip (pair). Our heavy duty, Troy Olympic EZ-on Collars with plastic grip coverings comfortably and easily secure to most 2" bars.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Best Priced Products

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO BOX 1174

6 City, state, and ZIP code

White Plains, NY 10602

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
OR										
Employer identification number										
1	3		-	3	2	3	3	9	6	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Luigi Golding, President Date ▶ *1/2/2018*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ³
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.