



Virginia Commonwealth University

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: 2877380-BM

This contract entered into this 4th day of June, 2009 by Elite Fitness Systems, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University, called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents for Lot 14.

PERIOD OF THE PERFORMANCE: From 6/4/2009 through 6/3/2010 with four (4) successive one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
(2) The Request for Proposals dated 3/13/2009 including Addendum No. 1 dated 3/30/2009 incorporated herein by reference;
(3) The Contractor's Proposal dated 4/5/2009 incorporated herein by reference;
(4) The Contractor's Proposal Modification dated 6/4/2009.

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendors.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:
Elite Fitness Systems, Inc.
By: T. Glauser
Name Printed: Teresa Glauser
Title: Sales
Date: 6/4/09

PURCHASING AGENCY:
Virginia Commonwealth University
By: Paul Jez
Name Printed: Paul Jez
Associate V.P. for Business Services and
Title: Treasurer
Date: 6-9-09





V i r g i n i a C o m m o n w e a l t h U n i v e r s i t y

# Request for Proposals

RFP # 2877380-BM

RFP Name Fitness Equipment for Virginia Commonwealth University (VCU)

Date 3/13/2009



A VASCUPP Member Institution

REQUEST FOR PROPOSALS RFP # 2877380-BM

Issue Date: 3/13/2009
Title: Fitness Equipment for Virginia Commonwealth University (VCU)
Issuing and Using Agency: Virginia Commonwealth University
Attention: Benjamin Miller
10 S 6th St., 2nd Floor
POB 980616
Richmond, Virginia 23298-0616
Period of Contract: One year with four (4) successive one-year renewal option periods.

Proposals For Furnishing The Services Described Herein Will Be Received Until: 11:00 AM local time on April 10, 2009.

All Inquiries For Information Should Be Directed To: ISSUING AGENCY, address listed above at Phone: (804) 828-1077, VOICE TDD: (800) 828-1120

This solicitation & any addenda are posted on our website at: http://www.vcu.edu/procurement

HARD-COPY, ORIGINAL PROPOSALS MUST BE RECEIVED IN VIRGINIA COMMONWEALTH UNIVERSITY'S DEPARTMENT OF PROCUREMENT AND PAYMENT ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD-COPY, ORIGINAL PROPOSAL. VENDORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED. THE OFFICIAL DATE AND TIME USED IN RECEIPT OF RESPONSES IS THAT TIME ON THE CLOCK OR AUTOMATIC TIME STAMP IN THE DEPARTMENT OF PROCUREMENT AND PAYMENT.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO VIRGINIA COMMONWEALTH UNIVERSITY, PROPOSAL PROCESS DEPARTMENT, POB 980616, RICHMOND, VA 23298-0616. IF PROPOSALS ARE HAND DELIVERED OR SENT BY COURIER, DELIVER TO: VIRGINIA COMMONWEALTH UNIVERSITY, DEPARTMENT OF PROCUREMENT AND PAYMENT, 10 S 6TH ST., 2nd FLOOR, RICHMOND, VA 23219. THE RFP NUMBER, DATE AND TIME OF PROPOSAL SUBMISSION DEADLINE, AS REFLECTED ABOVE, MUST CLEARLY APPEAR ON THE FACE OF THE RETURNED PROPOSAL PACKAGE.

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. Furthermore, The Undersigned Agrees Not To Start Any Work Relative To This Particular Solicitation Until A Resulting Formal Signed Purchase Order Is Received By The Contractor From University Purchasing. Any Work Relative To This Solicitation Performed By The Contractor Prior To Receiving A Formal Signed Purchase Order Shall Be At The Contractor's Own Risk And Shall Not Be Subject To Reimbursement By The University.

NAME AND ADDRESS OF FIRM:

Form fields for firm information including Date, By (Signature In Ink), Name Typed, Zip Code, E-Mail Address, Title, Telephone, Fax Number, Toll free, DUNS NO., and FEI/FIN NO.

Form fields for business status: MINORITY-OWNED BUSINESS, WOMEN-OWNED, REGISTERED WITH eVA, SMALL BUSINESS, DMBE CERTIFIED, and DMBE CERTIFICATION#.

PRE-PROPOSAL CONFERENCE WILL BE HELD: An Optional Pre-Proposal conference will be held on March 25, 2009 @ 2:00 PM. See Section VIII on Page 16.

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I. PURPOSE:

The intent and purpose of this Request for Proposals (RFP) is to procure Fitness Equipment, as specified herein, and to establish an optional-use, requirements-based term contract with one (1) or more qualified sources for Virginia Commonwealth University (VCU), an agency of the Commonwealth of Virginia.

Contract Participation: Under the authority of the Code of Virginia 2.2-4304. Cooperative Procurement, it is the intent of this solicitation and resulting contract(s) to allow for cooperative purchasing by only the Virginia Association of State College and University Purchasing Professionals (VASCUPP) and all other Commonwealth of Virginia public institutions of higher education (to include four-year, two-year and community colleges). Current VASCUPP institutions include: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Tech, Radford University and Virginia Commonwealth University. A list of all other Virginia Public Colleges and Universities is available at <http://www.explorevirginiacolleges.com/>. In addition, the lead-issuing institution may allow local governments, school boards and other agencies serving local governments in their region access to this contract(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. *The Contractor shall notify the lead-issuing institution in writing of any such institutions accessing the contract.* No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide semi-annual usage reports for all VASCUPP members and public institutions accessing the Contract. Participating public bodies shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing *institution*. The lead-issuing *institution* shall not be held liable for any costs or damages incurred by any other participating public *body* as a result of any authorization by the Contractor to

extend the contract. It is understood and agreed that the *lead-issuing institution* is not responsible for the acts or omissions of any VASCUPP member, or public *body* and will not be considered in default of the Agreement no matter the circumstances.

Use of this contract(s) does not preclude any participating public body from using other contracts or competitive processes.

II. OPTIONAL USE CONTRACT:

The resulting contract(s) will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

III. THE UNIVERSITY:

Virginia Commonwealth University is ranked nationally by the Carnegie Foundation as a top research institution in the United States. With more than 29,000 students, VCU is the largest public urban doctoral-granting university in Virginia. The university offers 181 certificate, undergraduate, graduate, professional and doctoral programs in 15 schools and one college. It is also home to one of the nation's leading academic medical centers.

VCU ranks among the top 100 universities in the country in sponsored research, with more than \$200 million in sponsored programs during fiscal year 2005. Twenty of the university's graduate and professional programs are ranked among the best in the nation in *U.S. News & World Report's* "America's Best Graduate Schools." These include the number one ranked sculpture and nurse anesthesia programs.

VCU has a full-time instructional faculty of 1,700 -- many of them nationally and internationally recognized for excellence in the humanities, arts, sciences, engineering, education, social work, business and all of the health care professions. Dr. John B. Fenn, research professor in the department of chemistry and affiliate professor of

chemical engineering, was one of three international scientists to be awarded the 2002 Nobel Prize in chemistry.

VCU Life Sciences is developing as a university-wide discipline that builds upon the university's traditional scientific strengths in the biological sciences, basic biomedical sciences, patient care, biomedical engineering and biotechnology. VCU Life Sciences is comprehensive in its involvement of all levels of students in the study of life sciences, from freshmen to students in the professional programs to Ph.D. candidates, and integrates diverse disciplines from all over the university, including the academic medical center as well as arts and humanities.

The Virginia Commonwealth University Medical Center stands alone as the only academic medical center in Central Virginia. The medical center includes the 780-bed MCV Hospitals and outpatient clinics, MCV Physicians -- a 600-physician-faculty group practice, and the health sciences schools of Virginia Commonwealth University. The VCU Medical Center offers state-of-the-art care in more than 200 specialty areas, many of national and international note, including organ transplantation, head and spinal cord trauma, burn healing and cancer treatment. The VCU Medical Center is the site for the region's only Level 1 Trauma Center. As a leader in healthcare research, the VCU Medical Center offers patients the opportunity to choose to participate in programs that advance evolving treatment, such as those sponsored by the National Cancer Institute through VCU's Massey Cancer Center, Virginia's first NCI-designated cancer center.

VCU's nationally recognized theatre, music and dance programs offer more than 365 concerts, performances and recitals a year. The VCU Anderson Gallery showcases regional art as well as work by international artists.

VCU is an urban leader, forging ties with business, industry and government in such innovative projects as the VCU School of Engineering and the Virginia Biotechnology Research Park. With the completion of the new Philip Morris Research and Technology Center, the Park will be two-thirds developed and encompass more than 1.2 million square feet of space in nine buildings that house more than 2,000 scientists,

researchers, engineers and technicians in fields that include drug development, medical diagnostics, biomedical engineering, forensics and environmental analysis.

VCU is an economic engine in the greater Richmond area. The university and its medical center have combined budgets that exceed \$1.5 billion. Together, VCU and the VCU Medical Center are the largest-single employer in the Richmond area with about 9,800 full-time and 5,500 part-time employees. Two-thirds of VCU's 110,000 alumni also live and work in Virginia.

VCU's 16 varsity sports compete at the NCAA Division I level as members of the Colonial Athletic Association. In recent years, VCU has participated in NCAA Tournaments in basketball, baseball, golf, men's soccer and men's and women's tennis.

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities. By submitting a proposal, Offerors certify that all information provided in response to the Request for Proposals is true and accurate. Failure to provide information required by this Request for Proposals will ultimately result in rejection of the Proposal.

#### IV. STATEMENT OF NEEDS:

- A. Background: In late 2007, VCU began renovations on the existing Larrick Student Center located on the Medical College of Virginia (MCV) Campus and the Cary Street Gym located on the Monroe Park Campus (MPC). Both of these facilities need to be upgraded with new Fitness Equipment, as specified herein. The delivery and installation of the new Fitness Equipment should be made on the following target re-opening dates:



Note: Specific quantity and delivery information for all Fitness Equipment is located on Attachments A thru P.

E. Installation Requirements:

1. The Contractor shall provide all services, labor, supervision, equipment, tools, materials and incidentals necessary to install the Fitness Equipment, as specified herein.
2. The Fitness Equipment shall be assembled, set in place, and ready for use. All crating and other debris must be removed from the premises.

F. Training Requirements:

1. On-Site Training: At a minimum, the Contractor should provide one (1) day of on-site training at no cost to VCU.
2. Maintenance Manuals: The Contractor shall provide an operations and maintenance manual with parts list, and a copy of all warranties.

V. REPORTING AND DELIVERY REQUIREMENTS:

REPORT ON THE PARTICIPATION OF SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

Unless the contractor is a DMBE certified small business, the contractor shall submit quarterly reports on the involvement of Department of Minority Business Enterprises (DMBE) certified SWAM Businesses. The report shall specify the actual dollars spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses based upon the Contractor's commitment for utilization of DMBE SWAM Businesses.

The Contractor shall provide this information to:

Virginia Commonwealth University  
Department of Procurement and Payment  
Attn: Ms. Sarah O'Neill  
10 S 6th St, POB 980616  
Richmond, VA 23298-0616

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP. One (1) original and three (3) copies** of the proposal must be submitted to the issuing Purchasing Agency. **In addition, the Offeror shall submit with the ORIGINAL hard copy of the proposal, an electronic copy of the proposal on a disc (i.e. CD or DVD) EXCLUDING ANY PROPRIETARY INFORMATION; proposals submitted by the Offeror(s) awarded a contract through this solicitation will be posted on the VCU Department of Procurement and Payment website, VCU shall not be responsible for the Contractor's failure to exclude proprietary information submitted in the electronic format).** No other distribution of the proposal shall be made by the Offeror.
2. The version of the solicitation issued by the Virginia Commonwealth University Purchasing Department as amended by any addenda is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official

version of the solicitation issued by the Virginia Commonwealth University Purchasing Department unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Commonwealth University reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by the Purchasing Department.

3. Proposal Presentation:

- a) Proposals shall be signed by an authorized representative of the Offeror. *The original proposal must be clearly marked on the outside of the proposal.* All information requested must be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

All information requested by this Request for Proposals on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested, the Purchasing Agency may require prompt submission of missing information after the receipt of Contractors proposals.

- b) Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the

requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

- c) Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.
- d) Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 F. of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. **The outside of the**

proposal must be marked to denote proprietary information is contained in the documents. The written notice must: 1) be submitted as an attachment to the Offeror's proposal; 2) specifically identify the applicable portions of the Offeror's proposal that contains data or materials to be protected (e.g. Tab 4, pages 1 through 3); and 3) state the reasons why protection is necessary. In addition, the specific (i.e. specific words, figures or paragraphs) proprietary or trade secret material submitted, must be identified on the applicable page(s) within the Offeror's proposal, by some distinct method, such as highlighting, underlining, etc. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the State Agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Issuing State Agency will schedule the time and location of these presentations. Oral presentations are an option of the Purchasing Agency and may or may not be conducted.
- B. SPECIFIC PROPOSAL REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that VCU may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. The return of the entire RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.

2. Proposed Price. Indicate in the Pricing Schedule, Section XII of the RFP.
3. A written narrative statement to include:
  - a. Years and description of experience in providing the products and services as described herein. Describe the firm's qualifications and experience providing the required products during the last three (3) years. Information provided should include, but is not limited to, comparable accounts and the types of products and services. Include information for a minimum of three (3) similar accounts, describing the types of projects and the scope of the services provided. Please include contact information with the name, address, email address and current phone number. Provide the names, qualifications, and experience of personnel to be assigned to the project. Resumes of staff to be assigned to the project may be used.
  - b. Describe in detail your firm's capabilities to satisfy the requirements for providing the products/services described herein.
  - c. Plans and Methodology: Provide a detailed description of your firm's specific plans for providing the proposed goods and services as stated in Section IV. "STATEMENT OF NEEDS" to include:
    - i. The Fitness Equipment, to include, but not limited to:
      - Brand/Model information.
      - Features and capabilities of the proposed equipment.
      - Available finish and color options.

- Available product training (onsite sessions, videos, materials, etc.)
  - Availability of service maintenance training and certification opportunities for VCU Technicians.
  - Warranty information.
- ii. The standard lead times required for providing the products/services as specified herein. Confirm your firm's ability to meet the target delivery dates in Section IV and ability to accommodate VCU in the event of unforeseen delays (up to 30 days) in the building renovations.
- iii. VCU may desire to trade-in existing fitness equipment during this initial purchase. State your firm's willingness to accept trade-in fitness equipment. (Trade-ins may be discussed during negotiations.)
- iv. Any other products or services that your firm is capable of offering for this purchase and under any resulting term contract, in addition to those specified herein, that would add value to VCU's Fitness Equipment requirement.
4. Small, Women-Owned and Minority-Owned Business commitment for utilization (See Appendix I):

The Offeror must submit complete information unless the Offeror is a DMBE certified small business. DMBE certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.

VII. EVALUATION AND AWARD CRITERIA:

A. EVALUATION CRITERIA: Proposals will be evaluated by Virginia Commonwealth University using the following criteria:

1. The Ability and Approach of the Offeror to provide the goods and services identified in Section IV, the "Statement of Needs" and Section VI, "PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS (ITEM "B") of this RFP.
2. Experience of the Offeror.
3. Price: Individual lot pricing (See Attachments A thru P) for the initial order will be used for evaluation purposes.
4. Commitment for utilization of Small, Women-Owned and Minority-Owned Businesses.

Scoring relative to this criterion will be assigned as follows:

- a) The highest percentage commitment shall be scored the maximum number of allocated points. All DMBE certified small businesses are considered to have a 100% commitment and will receive the maximum number of points.
- b) The commitment percentage for the other Offerors is then divided by the highest Offeror's percentage. The quotient is then multiplied by the points allocated for SWAM utilization to determine the point allocation.

For example: If the point allocation is 15 points, all DMBE certified small businesses would receive 15 points for this criterion. If a non-small firm

had a 25% small business subcontracting commitment, that firm would receive 3.75 points. (25 divided by 100 = .25 x 15 points = 3.75).

- B. AWARD OF CONTRACT: Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best offer, and shall award the contract to that Offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359 D., *Code of Virginia*.) Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

Notice of Award(s) or Notice of Intent to Award may be accessed electronically at <http://www.vcu.edu/procurement> and are available in the lobby of Procurement and Payment at 10 S. 6th Street, Richmond, VA during normal business hours.

VIII. PRE-PROPOSAL CONFERENCE:

An optional, pre-proposal conference will be held at **2:00 PM (local time) on March 25, 2009** at **VCU's University Purchasing Office** located at 10 S. 6th St., 2nd Floor - Suite 200, Richmond, VA 23219. The purpose of the conference is to allow potential Offerors

an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

IX. GENERAL TERMS AND CONDITIONS:

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.vcu.edu/procurement> or a copy can be obtained by calling University Purchasing at (804) 828-1077.
- B. APPLICABLE LAW AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the

basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, § 2.2-4343.1*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
  - a) Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:  
Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
    - a) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e) Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

- a) A Contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- K. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions

regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any one of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a) By mutual agreement between the parties in writing; or

- b) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
- c) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article, which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- S. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have

workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Minimum Insurance Coverages and Limits Required for Most Contracts:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
  2. Employers Liability - \$100,000.
  3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
  4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- T. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.vcu.edu/procurement> and in the lobby of Procurement and Payment at 10 S 6<sup>th</sup> St., Richmond, VA during normal business hours for a minimum of 10 days.

- U. DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- V. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

W. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. Vendors are strongly encouraged to register prior to submitting a bid or offer. Firms will be required to register in eVA prior to award.

1. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
2. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all the benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
3. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
4. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
  - a) DMBE-certified Small Businesses: 1%, capped at \$500 per order.

- b) Businesses that are not DMBE-certified Small Businesses: 1% capped at \$1,500 per order.

X. SPECIAL TERMS AND CONDITIONS:

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. ASBESTOS: Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the Building Owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
- C. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- D. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

- E. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s). The Offeror's proposal will be re-scored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- F. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
- G. DELIVERY AND STORAGE: It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The Owner will not assume any responsibility for receiving these shipments. Contractor shall check with the Owner and make necessary arrangements for security and storage space in the building during installation.
- H. DRUG FREE WORKPLACE: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees and/or agents performing services on state property are prohibited:
1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
  2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in

default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

- I. EXTRA CHARGES NOT ALLOWED: The proposal price shall be for complete installation ready for Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- J. FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
- K. IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

FROM:

Name of Offeror	Due Date	Time
Street or Box Number	RFP No.	
City, State, Zip Code + 4	RFP Title	

Name of Contract/Purchase Officer or Buyer: Benjamin Miller

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the Offeror take the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other

proposals should be placed in the envelope.

**LATE PROPOSALS:** To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intrauniversity mail system. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour.

- L. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.
- M. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- N. **LIMITATION OF LIABILITY:** To the maximum extent permitted by applicable law, the Contractor will not be liable under this contract for any indirect, incidental, special or consequential damages, or damages from loss profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c)

circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.

- O. MAINTENANCE MANUALS: The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- P. MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING REPORTING REQUIREMENTS AND GOALS: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be obtained from the buyer handling this solicitation. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

Virginia Commonwealth Commonwealth's Department of Procurement and Payment encourages the participation of minority owned businesses in the procurement process by actively soliciting bids from these businesses. Our office uses the information compiled by the State Department of Minority Business Enterprise, the State Division of Purchase and Supply and the Department of Information Technology to assist in this endeavor. The department has membership with the Virginia Regional Minority Supplier Development Council and participates in the annual Virginia Businesses Opportunities Fair. We encourage departments to support minority-owned businesses within their purchasing authority when appropriate.

Virginia Commonwealth University has a minority-owned business participation goal of twenty percent (20%) for each project.

- Q. PROPOSAL PRICES: Proposal prices shall be in the form of a firm unit price for each item during the contract period.

- R. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- S. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- T. WARRANTY (COMMERCIAL): The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty must be furnished with the proposal.
- U. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- V. POLICY OF EQUAL EMPLOYMENT: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to insure equal opportunity employment. To that

end, Offerors should submit along with their proposals, their policy of equal employment.

- W. COMMUNICATIONS: Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University Purchasing Department rejects all proposals. Formal communications shall be directed to the University Purchasing Department.

Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Purchasing Department representative may result in the offending Offeror's proposal being rejected.

- X. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The initial purchase of Fitness Equipment will result in one (1) purchase order with the eVA transaction fee specified below assessed for each order. (Any resulting term contract may result in multiple purchase orders.)

1. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
2. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
  - a) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - b) Businesses that are not DMBE-certified Small Businesses: 1% capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

- Y. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon written agreement of both parties for one (1) year with four (4) successive one-year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- Z. NEW PRODUCTS: Unless otherwise expressly stated in this solicitation, all equipment furnished under the contract shall be new, unused equipment.
- AA. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

BB. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

XI. METHOD OF PAYMENT:

The Contractor shall submit a fully itemized invoice that references the Virginia Commonwealth University purchase order number, material descriptions, quantities and unit prices. Payment will be made thirty days after receipt of a proper invoice for the amount of payment due, or thirty days after receipt of the goods or services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Payment Legislation. Mail invoices to:

Virginia Commonwealth University  
Accounts Payable and Support Services  
P. O. Box 980327  
Richmond, VA 23298-0327

XII. PRICING SCHEDULE:

Pricing shall include inside delivery (e.g. freight, transportation), F.O.B. Destination and complete setup/installation. No extra charges allowed.

VCU will use the individual lot pricing provided for the initial order items (see Attachments A thru P) for the purpose of evaluating the pricing component of the proposal responses.

Note: Offerors do not have to be capable of providing all of the Fitness Equipment specified herein in order to submit a proposal response. However, Offerors must be able to provide everything in the particular Fitness Equipment Lot for which a proposal response is submitted.

<u>Items:</u>	<u>Pricing:</u>
A. Lot 1 - Woodway (See Attachment A)	= \$ _____
B. Lot 2 - Octane Fitness (See Attachment B)	= \$ _____
C. Lot 3 - Cybex (See Attachment C)	= \$ _____
D. Lot 4 - Stairmaster (See Attachment D)	= \$ _____
E. Lot 5 - Concept2, Inc. (See Attachment E)	= \$ _____
F. Lot 6 - Versaclimber (See Attachment F)	= \$ _____
G. Lot 7 - Strive (See Attachment G)	= \$ _____
H. Lot 8 - Nautilus (See Attachment H)	= \$ _____
I. Lot 9 - Star Trac (See Attachment I)	= \$ _____

- J. Lot 10 - Technogym = \$ \_\_\_\_\_  
(See Attachment J)
- K. Lot 11 - Hammer Strength = \$ \_\_\_\_\_  
(See Attachment K)
- L. Lot 12 - Prostar = \$ \_\_\_\_\_  
(See Attachment L)
- M. Lot 13 - Troy = \$ \_\_\_\_\_  
(See Attachment M)
- N. Lot 14 - Precor = \$ \_\_\_\_\_  
(See Attachment N)
- O. Lot 15 - Magnum = \$ \_\_\_\_\_  
(See Attachment O)
- P. Lot 16 - UMAX = \$ \_\_\_\_\_  
(See Attachment P)
- Q. Infrequently, VCU orders Fitness Equipment that is not specified in Attachments A thru P above. Submit a discount off the published list price for all other products that your firm supplies - \_\_\_\_\_%

The Contractor shall provide a published price list or catalog of all the products that the Contractor supplies to VCU within seven (7) days of the contract award.

Small, minority and/or woman-owned businesses are required to certify through the Virginia Department of Minority Business Enterprise (DMBE; <http://www.dmb.e.state.va.us/vendors.html>); DMBE certification may be requested by VCU, prior to award.

## APPENDIX I

### PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

#### **Definitions**

- **Small business** is an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority-owned business** is a business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority Individual:** "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
  - "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.
  - "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.
  - "Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.
  - "Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.
  - "Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.







DATE: March 30, 2009

ADDENDUM NO.: 1 TO ALL OFFERORS:

REFERENCE: Request for Proposals: # 2877380-BM

Commodity/Title: Fitness Equipment for Virginia Commonwealth University (VCU)

Issue Date: 3/13/2009

Proposals Due: April 10, 2009 @ 11:00 AM local time

The above is hereby changed as follows:

- Reference Attachment M - Lot 13 (Troy Barbell), Page 6, Item Number 25 "Revolving Stirrup Handle":  
  
Total quantity for both locations should be six (6), not three (3) as indicated.
- Reference Attachment M - Lot 13 (Troy Barbell), Page 3, Item Number 10 "Commercial Olympic Curl Bar":  
  
Change Model No. to read "TOZ-47B". Bars should be black.
- Reference Attachment I - Lot 9 (Star Trac): Replace in its entirety with revised Attachment I - Lot 9 (attached).

**NOTE: Contractor shall sign their acknowledgment of this Addendum below and shall return the Addendum attached to his/her Request for Proposals. Signature on this Addendum does not constitute Contractor signature on the original proposal document. Contractor shall sign both the Addendum and the Request for Proposals.**

Very truly yours,

Benjamin Miller  
Senior Buyer

Phone: (804) 828-0889

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Date

- 1. Star Trac  
Impact  
Leg Extension  
Model No. S1310  
Quantities: 2 (MPC)

Qty 2 x \$ \_\_\_\_\_ ea. = \$ \_\_\_\_\_ ( % \_\_\_\_\_ Discount off list price)  
Unit Price Extended Price

- 2. Star Trac  
Impact  
Leg Curl  
Model No. S1301  
Quantities: 2 (MPC)

Qty 2 x \$ \_\_\_\_\_ ea. = \$ \_\_\_\_\_ ( % \_\_\_\_\_ Discount off list price)  
Unit Price Extended Price

- 3. Star Trac  
Impact  
Seated Leg Curl w/Racheting Seats  
Model No. S1306  
Quantities: 1 (MPC)

Qty 1 x \$ \_\_\_\_\_ ea. = \$ \_\_\_\_\_ ( % \_\_\_\_\_ Discount off list price)  
Unit Price Extended Price

- 4. Star Trac  
Impact  
Chest Press  
Model No. S4301  
Quantities: 2 (MPC)

Qty 2 x \$ \_\_\_\_\_ ea. = \$ \_\_\_\_\_ ( % \_\_\_\_\_ Discount off list price)  
Unit Price Extended Price

5. Star Trac  
Impact  
Shoulder Press  
Model No. S4303  
Quantities: 2 (MPC / Spring 2010)
- Qty 2 x \$                      ea. = \$                      ( %              Discount off list price)  
                    Unit Price                      Extended Price
6. Star Trac  
Impact  
30 Degree Pec Contractor  
Lock-N-Load Pinless Weight Stacks  
Model No. S2303  
Quantities: 1 (MPC / Spring 2010)
- Qty 1 x \$                      ea. = \$                      ( %              Discount off list price)  
                    Unit Price                      Extended Price
7. Star Trac  
Impact  
Biceps Curl  
Model No. S5301  
Quantities: 2 (MPC / Spring 2010)
- Qty 2 x \$                      ea. = \$                      ( %              Discount off list price)  
                    Unit Price                      Extended Price
8. Star Trac  
Impact  
Triceps Extension  
Model No. S5302  
Quantities: 1 (MPC / Spring 2010)
- Qty 1 x \$                      ea. = \$                      ( %              Discount off list price)  
                    Unit Price                      Extended Price

9. Star Trac  
Biceps Curl / Triceps Extension  
Kevlar Belts  
Model No. N/A  
Quantities: 1 (MPC / Spring 2010)

Qty 1 x \$ \_\_\_\_\_ ea. = \$ \_\_\_\_\_ ( % \_\_\_\_\_ Discount off list price)  
Unit Price Extended Price

10. Star Trac  
Impact  
Lat Pulldown  
Model No. S3305  
Quantities: 2 (MPC / Spring 2010)

Qty 2 x \$ \_\_\_\_\_ ea. = \$ \_\_\_\_\_ ( % \_\_\_\_\_ Discount off list price)  
Unit Price Extended Price

11. Star Trac  
Impact  
Vertical Row  
Model No. S3301  
Quantities: 2 (MPC / Spring 2010)

Qty 2 x \$ \_\_\_\_\_ ea. = \$ \_\_\_\_\_ ( % \_\_\_\_\_ Discount off list price)  
Unit Price Extended Price

12. Star Trac  
Impact  
Fixed Lat Pulldown  
Model No. S3303  
Quantities: 1 (MPC / Spring 2010)

Qty 1 x \$ \_\_\_\_\_ ea. = \$ \_\_\_\_\_ ( % \_\_\_\_\_ Discount off list price)  
Unit Price Extended Price

13. Star Trac  
Impact  
Glute Press  
Model No. S1303  
Quantities: 2 (MPC / Spring 2010)
- Qty 2 x \$ \_\_\_\_\_ ea. = \$ \_\_\_\_\_ ( % \_\_\_\_\_ Discount off list price)  
Unit Price Extended Price
14. Star Trac  
Impact  
Abductor  
Model No. S1307  
Quantities: 1 (MPC / Spring 2010)
- Qty 1 x \$ \_\_\_\_\_ ea. = \$ \_\_\_\_\_ ( % \_\_\_\_\_ Discount off list price)  
Unit Price Extended Price
15. Star Trac  
Impact  
Abductor  
Model No. S1308  
Quantities: 1 (MPC / Spring 2010)
- Qty 1 x \$ \_\_\_\_\_ ea. = \$ \_\_\_\_\_ ( % \_\_\_\_\_ Discount off list price)  
Unit Price Extended Price
16. Star Trac  
Impact  
Abdominal Machine  
Model No. S6301  
Quantities: 1 (MPC / Spring 2010)
- Qty 1 x \$ \_\_\_\_\_ ea. = \$ \_\_\_\_\_ ( % \_\_\_\_\_ Discount off list price)  
Unit Price Extended Price

17. Star Trac  
Impact  
Incline Press  
Model No. S2301  
Quantities: 1 (MPC / Spring 2010)
- Qty 1 x \$ \_\_\_\_\_ ea. = \$ \_\_\_\_\_ ( % \_\_\_\_\_ Discount off list price)  
Unit Price Extended Price
18. Star Trac  
Impact  
Dip Machine  
Model No. S5303  
Quantities: 1 (MPC / Spring 2010)
- Qty 1 x \$ \_\_\_\_\_ ea. = \$ \_\_\_\_\_ ( % \_\_\_\_\_ Discount off list price)  
Unit Price Extended Price
19. Star Trac  
Impact  
Seated Leg Press  
Model No. S1305  
Quantities: 2 (MPC / Spring 2010)
- Qty 2 x \$ \_\_\_\_\_ ea. = \$ \_\_\_\_\_ ( % \_\_\_\_\_ Discount off list price)  
Unit Price Extended Price
20. Star Trac  
Impact  
Pec Fly / Rear Delt  
Model No. S4304  
Quantities: 1 (MPC / Spring 2010)
- Qty 1 x \$ \_\_\_\_\_ ea. = \$ \_\_\_\_\_ ( % \_\_\_\_\_ Discount off list price)  
Unit Price Extended Price

21. Star Trac  
Impact  
Dual Adjustable Pulley  
Model No. D9301  
Quantities: 1 (MPC / Spring 2010)
- Qty 1 x \$ \_\_\_\_\_ ea. = \$ \_\_\_\_\_ ( % \_\_\_\_\_ Discount off list price)  
Unit Price Extended Price
22. Star Trac  
Impact  
Triceps Press  
Model No. S5302  
Quantities: 1 (MPC / Spring 2010)
- Qty 1 x \$ \_\_\_\_\_ ea. = \$ \_\_\_\_\_ ( % \_\_\_\_\_ Discount off list price)  
Unit Price Extended Price
23. Star Trac  
Human Sport  
Shoulder Press  
Model No. HS-M9204  
Quantities: 1 (MPC / Spring 2010)
- Qty 1 x \$ \_\_\_\_\_ ea. = \$ \_\_\_\_\_ ( % \_\_\_\_\_ Discount off list price)  
Unit Price Extended Price
24. Star Trac  
Human Sport  
Pull Lift  
Model No. HS-M9202  
2 Sets of Handles on Each  
Quantities: 1 (MPC / Spring 2010)
- Qty 1 x \$ \_\_\_\_\_ ea. = \$ \_\_\_\_\_ ( % \_\_\_\_\_ Discount off list price)  
Unit Price Extended Price

25. Star Trac  
Human Sport  
Total Legs  
Model No. HS-M9201  
2 Weight Stacks Each  
Quantities: 1 (MPC / Spring 2010)

Qty 1 x \$ \_\_\_\_\_ ea. = \$ \_\_\_\_\_ ( % \_\_\_\_\_ Discount off list price)  
Unit Price Extended Price

26. Star Trac  
Human Sport  
Total Delts  
Model No. HS-M9203  
14 Feet of Cable Travel  
Quantities: 1 (MPC / Spring 2010)

Qty 1 x \$ \_\_\_\_\_ ea. = \$ \_\_\_\_\_ ( % \_\_\_\_\_ Discount off list price)  
Unit Price Extended Price

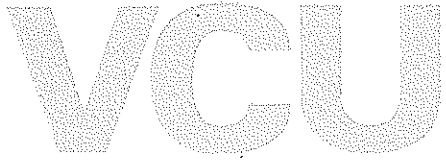
27. Star Trac  
Human Sport  
Lat Pulley  
Model No. HS-M9205  
Quantities: 1 (MPC / Spring 2010)

Qty 1 x \$ \_\_\_\_\_ ea. = \$ \_\_\_\_\_ ( % \_\_\_\_\_ Discount off list price)  
Unit Price Extended Price

28. Star Trac  
Human Sport  
Arm Crunch  
Model No. HS-M9206  
Quantities: 1 (MPC / Spring 2010)

Qty 1 x \$ \_\_\_\_\_ ea. = \$ \_\_\_\_\_ ( % \_\_\_\_\_ Discount off list price)  
Unit Price Extended Price





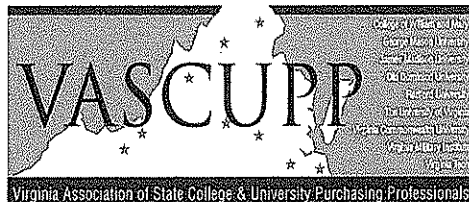
Virginia Commonwealth University

# Request for Proposals

RFP # 2877380-BM

RFP Name Fitness Equipment for Virginia Commonwealth University (VCU)

Date 3/13/2009



A VASCUPP Member Institution

REQUEST FOR PROPOSALS RFP # 2877380-BM

Issue Date: 3/13/2009
Title: Fitness Equipment for Virginia Commonwealth University (VCU)
Issuing and Using Agency: Virginia Commonwealth University
Attention: Benjamin Miller
10 S 6th St., 2nd Floor
POB 980616
Richmond, Virginia 23298-0616
Period of Contract: One year with four (4) successive one-year renewal option periods.

Proposals For Furnishing The Services Described Herein Will Be Received Until: 11:00 AM local time on April 10, 2009.

All Inquiries For Information Should Be Directed To: ISSUING AGENCY, address listed above at Phone: (804) 828-1077, VOICE TDD: (800) 828-1120

This solicitation & any addenda are posted on our website at: http://www.vcu.edu/procurement

HARD-COPY, ORIGINAL PROPOSALS MUST BE RECEIVED IN VIRGINIA COMMONWEALTH UNIVERSITY'S DEPARTMENT OF PROCUREMENT AND PAYMENT ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD-COPY, ORIGINAL PROPOSAL. VENDORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED. THE OFFICIAL DATE AND TIME USED IN RECEIPT OF RESPONSES IS THAT TIME ON THE CLOCK OR AUTOMATIC TIME STAMP IN THE DEPARTMENT OF PROCUREMENT AND PAYMENT.
IF PROPOSALS ARE MAILED, SEND DIRECTLY TO VIRGINIA COMMONWEALTH UNIVERSITY, PROPOSAL PROCESS DEPARTMENT, POB 980616, RICHMOND, VA 23298-0616. IF PROPOSALS ARE HAND DELIVERED OR SENT BY COURIER, DELIVER TO: VIRGINIA COMMONWEALTH UNIVERSITY, DEPARTMENT OF PROCUREMENT AND PAYMENT, 10 S 6TH ST., 2nd FLOOR, RICHMOND, VA 23219. THE RFP NUMBER, DATE AND TIME OF PROPOSAL SUBMISSION DEADLINE, AS REFLECTED ABOVE, MUST CLEARLY APPEAR ON THE FACE OF THE RETURNED PROPOSAL PACKAGE.

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. Furthermore, The Undersigned Agrees Not To Start Any Work Relative To This Particular Solicitation Until A Resulting Formal Signed Purchase Order Is Received By The Contractor From University Purchasing. Any Work Relative To This Solicitation Performed By The Contractor Prior To Receiving A Formal Signed Purchase Order Shall Be At The Contractor's Own Risk And Shall Not Be Subject To Reimbursement By The University.

NAME AND ADDRESS OF FIRM:

Elite Fitness Systems Inc
2417 New Dorset Terrace
Powhatan Zip Code 23139

Date: 04-05-09

By (Signature In Ink): Teresa R. Glauser

Name Typed: Teresa R. Glauser

E-Mail Address: tglauser@verizon.net

Title: Commercial Sales Rep

Telephone: (804) 598-3588
Toll free, if available

Fax Number: (804) 598-3551
Toll free, if available

DUNS NO.:

FEI/FIN NO.: 300033479

MINORITY-OWNED BUSINESS: ( ) YES (X) NO
REGISTERED WITH eVA: (X) YES ( ) NO
DMBE CERTIFIED: (X) YES ( ) NO

WOMEN-OWNED: ( ) YES (X) NO
SMALL BUSINESS: (X) YES ( ) NO
DMBE CERTIFICATION#: 7325 Summ+

PRE-PROPOSAL CONFERENCE WILL BE HELD: An Optional Pre-Proposal conference will be held on March 25, 2009 @ 2:00 PM. See Section VIII on Page 16.

THIS SOLICITATION CONTAINS 41 PAGES.

A.

Elite Fitness Systems Inc. has been providing fitness equipment to the Richmond area for seven years. The owner Bill Pugh has been in commercial sales for 20 years in the area. Teresa Glauser has been a commercial sales rep with Elite for 5 years. Before joining Elite, Teresa ran health clubs for 15 years. Elite has a unique approach to each fitness facilities installation. We believe in selling equipment that will suit the population using it. After the installation, a full training is provided on how to use the equipment safe and effectively. A member of the Elite team will teach the maintenance staff on proper care of the machines. After the sale is complete we check back in periodically to make sure you are satisfied with your purchase.

Elite has provided the following facilities with exercise equipment:

1. The University Of Richmond The Weinstein Center  
28 Westhampton Way  
Richmond, Va. 23173  
Contact – Doug Goad  
Ph# - 804-289-8361 Email - [dgoad@richmond.edu](mailto:dgoad@richmond.edu)
  
2. Liberty University La Haye Center  
1971 University Blvd.  
Lynchburg, Va. 24502  
Contact – Ben Cook  
Ph# 434-592-3221 Email – [bdcook@liberty.edu](mailto:bdcook@liberty.edu)
  
3. Sweetbriar College  
123 Power Plant Circle  
Sweetbriar, Va. 23495  
Contact – Kelly Morrison  
Ph# 434-381-6337 Email – [kmorrison@sbc.edu](mailto:kmorrison@sbc.edu)

The delivery company will be Fitness Solutions. The owner Clay Smith has been delivering fitness equipment in the Richmond area for 17 years. His company has done previous moves for VCU

B.

Elite Fitness will be able to provide all the services that have been requested in this proposal. We will order the equipment and stay in contact with Precor so we know when the equipment will be shipped. When it is shipped we receive a tracking number so we can follow the order to our warehouse. We will receive the equipment in our warehouse in Powhatan. We will check for any damage during shipping. We will then call and schedule delivery. We are able to keep the equipment in our warehouse if the facility is not ready for delivery. The equipment will be either assembled at the warehouse or on site. The training will be done by Teresa Glauser. She is an AFFA certified personal trainer and has been training for 20 years. The delivery team will assemble and test all equipment to make sure that it is working properly. They will dispose of all boxes and debris from the installation. They will clean the equipment before leaving.

C.

The fitness equipment that Elite Fitness will provide is the Precor AMT 100i

The adaptive motion trainer adapts to your motion. You can change the path and motion of your steps without pushing a button. Each work out can be different. The AMT can be used as a stepper, so it is two machines in one. It has touch heart rate, 4 programs, and levels 1 – 20. It is also c-safe so it is ready for any entertainment options. It comes in a grey finish. Training is available whenever it is convenient for the University.

Precor warranty is 2 years parts and one year labor.

ii.

The standard lead times is 4 to 6 weeks from when the order is placed. Elite will be able to store the product if the facility is not ready for delivery. Elite will be able to meet the delivery dates in this proposal.

iii.

Elite Fitness will not be able to accept any trade ins.

1. Precor  
Adaptive Motion Trainer  
Model No. AMT  
Quantities: 5 (MCV)  
              10 (MPC)

Qty 15 x \$ 5,880 ea. = \$ 88,200 (% 30 Discount off list price)  
                          Unit Price                           Extended Price

**PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN  
BUSINESSES OWNED BY MINORITIES**

This appendix should only be completed by firms that are not DMBE certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWAM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers.

List the names of the SWAM Businesses your firm intends to use and identify the direct role of these firms in the performance of the contract. State whether the firm is a Small Business (SB), Women-Owned (WO), or Minority-Owned (MO).

<u>Name of Businesses:</u>	<u>SB, WO, MO:</u>	<u>Role in contract:</u>
Elite Fitness Systems Inc.	SB	Sale of equipment
Fitness Solutions	SB	delivery of equipment

**Commitment for utilization of DMBE SWAM Businesses:**

100 % of total contract amount that will be performed by DMBE certified SWAM businesses.

**Identify the individual responsible for submitting SWAM reporting information to VCU:**

Name Printed: Angela Pugh  
 Email: angela@elitefitnesssystems.net  
 Phone: 604-598-3586

Offeror understands and acknowledge that the percentages stated above represent a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

**Acknowledged:**

By (Signature): Angela Pugh  
 Name Printed: Angela Pugh  
 Title: Accounting  
 Email: angela@elitefitnesssystems.net

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Minority Business Enterprise (DMBE; <http://www.dmb.e.state.va.us/vendors.html> ) to fulfill the Offeror's commitment for utilization.





*"The Fitness Equipment Professionals"*

Here is Elite Fitness Systems Inc. response to the negotiations for Lot 14 Precor.

Elite Fitness Systems Inc. agrees that VCU's purchasing terms and conditions will govern any contract in it's entirety.

Elite will offer VCU \$10,000.00 for the trade in of the current Precor cardio pieces.

The quickest turn around time for the equipment is 4 weeks. The normal turn around time is between 4 and 6 weeks.

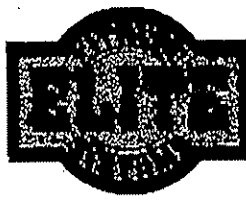
Elite Fitness Systems Inc. can offer VCU a 30% discount on the following manufacturers, Matrix, Precor, Atlantis, Bodysolid, Legend, and Sportsart.

Thank you for this opportunity. Let me know if there is anything else you need.

Sincerely,  
Teresa Glauser  
Elite Fitness Systems Inc.

A handwritten signature in cursive script that reads "Teresa Glauser".

Bill Pugh • Commercial Sales • Cell (804) 928-7844  
11706 Midlothian Turnpike • Midlothian, VA 23113 • (804) 794-3200 • Fax (804) 794-8050  
[www.elitefitnesssystems.net](http://www.elitefitnesssystems.net)



"The Fitness Equipment Professionals"

ATTACHMENT N - Lot 14 Pricing (Negotiations)  
RFP # 2877380-BM

Page 1 of 1

Note: The line item pricing should include installation. It should not be added to the "List Price", "Discount Price" nor "Extended Price". If necessary, adjust your "% Discount" to include installation. Actual Freight Charges will be added as a separate line item at the end of this pricing schedule.

1. Precor  
Adaptive Motion Trainer  
Model No. AMT  
Quantities: 5 (MCV)  
                  10 (MPC)

<u>List Price</u>	<u>% Discount</u>	<u>Discounted Price</u>	<u>Total Qty</u>	<u>Extended Price</u>
\$ 57995.00	X 30	= 5596.50	X 15	= \$ 83,947.50

2. Actual Freight Charges / No Markup (F.O.B. Destination Prepaid/Added) for total shipment of LOT 14:

Estimated Freight Cost \$ 3,375.00

Bill Pugh • Commercial Sales • Call (804) 928-7844  
11706 Midlothian Turnpike • Midlothian, VA 23113 • (804) 794-9200 • Fax (804) 794-8050  
[www.ellitefitnesssystems.net](http://www.ellitefitnesssystems.net)