



**State of West Virginia
Agency Request for Quote**

Proc Folder: 1202724
Doc Description: Employee Weight Room Equipment - HCC&J
Proc Type: Agency Purchase Order

Reason for Modification:

Date Issued	Solicitation Closes	Solicitation No	Version
2023-03-27	2023-04-10 14:30	ARFQ 0608 DCR2300000160	1

BID RECEIVING LOCATION

VENDOR

Vendor Customer Code:

Vendor Name : Fitness Superstore, Inc.

Address : 537 Stone Rd STE F Benicia, CA 94510

Street : 537 Stone Rd STE F

City : Benicia

State : CA

Country : USA

Zip : 94510

Principal Contact : Timothy French

Vendor Contact Phone: 925-215-2927

Extension:

FOR INFORMATION CONTACT THE BUYER

Thomas P Hymes

304-558-2350

thomas.p.hymes@wv.gov

**Vendor
Signature X**

FEIN# 46-2687771

DATE 03 / 29 / 2023

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

The West Virginia Department of Homeland Security, Division of Administrative Services (DAS) is soliciting bids on the behalf of the West Virginia Division of Corrections and Rehabilitation (DCR) to establish a one-time contract for the purchase of Employee Weight Room Gym Equipment, or equal for Huttonsville Correctional Center & Jail (HCC&J) located at 109 HCC Blvd, Rt 250 South, Huttonsville, WV 26273.

INVOICE TO		SHIP TO	
HUTTONSVILLE		HUTTONSVILLE	
CORRECTIONAL CENTER		CORRECTIONAL CENTER	
PO BOX 1		PO BOX 1	
RT 250 SOUTH		RT 250 SOUTH	
HUTTONSVILLE	WV	HUTTONSVILLE	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	3.1.1: Sole F63 Treadmill or equal	1.00000	EA	\$ 1,999.00	\$ 1,999.00

Comm Code	Manufacturer	Specification	Model #
49200000	French Fitness	Refer to the Product Literature attached.	FF-FT500

Extended Description: French Fitness FT500 Light Commercial Folding Treadmill (New)
 See specifications for details. <https://www.fitnesssuperstore.com/French-Fitness-FT500-Light-Comm-Folding-Treadmill-p/ff-ft500.htm>

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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	3.1.2: Champion Barbell Adjustable Preacher Curl or equal	1.00000	EA	\$ 1,199.00	\$ 1,199.00

Comm Code	Manufacturer	Specification	Model #
49200000	French Fitness	Refer to the Product Literature attached.	FFN-ACB

Extended Description: French Fitness Napa Arm / Bicep Curl Bench (New)
 See specifications for details. <https://www.fitnesssuperstore.com/French-Fitness-Napa-Arm-Bicep-Curl-Bench-p/ffn-acb.htm>

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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	3.1.3: CAP Barbell Coated Hex Dumbbells, 40 lb or equal	1.00000	EA	\$ 180.00	\$ 180.00

Comm Code	Manufacturer	Specification	Model #
49200000	French Fitness	Refer to the Product Literature attached.	FF-RCHD40

Extended Description: French Fitness Rubber Coated Hex Dumbbell 40 lbs, SET OF 2 (New)
 See specifications for details. <https://www.fitnesssuperstore.com/French-Fitness-Rubber-Coated-Hex-Dumbbell-40-lbs-p/ff-rchd40.htm>

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HUTTONSVILLE	WV	HUTTONSVILLE	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.1.4: CAP Barbell Coated Hex Dumbbells, 20 lb or equal	1.00000	EA	\$ 90.00	\$ 90.00

Comm Code	Manufacturer	Specification	Model #
49200000	French Fitness	Refer to the Product Literature attached.	FF-RCHD20

Extended Description: French Fitness Rubber Coated Hex Dumbbell 20 lbs, SET OF 2 (New)
 See specifications for details. <https://www.fitnesssuperstore.com/French-Fitness-Rubber-Coated-Hex-Dumbbell-20-lbs-p/ff-rchd20.htm>

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HUTTONSVILLE	WV	HUTTONSVILLE	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	3.1.5:Everlast 80 Pound HangingHeavy Bag with Stand or equal	1.00000	EA	\$ 435.61	\$ 435.61

Comm Code	Manufacturer	Specification	Model #
49200000	Everlast	Refer to the Product Literature attached.	E-HB80-4812BDTC

Extended Description: Everlast Powercore Nevatear Heavy Bag 80 lbs with Heavy Bag Stand (New)
See specifications for details.

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HUTTONSVILLE	WV	HUTTONSVILLE	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	3.1.6: Champion Barbell Glute Hamstring Machine or equal	1.00000	EA	\$ 399.00	\$ 399.00

Comm Code	Manufacturer	Specification	Model #
49200000	French Fitness	Refer to the Product Literature attached.	FF-GHD30

Extended Description: French Fitness GHD Compact Roman Chair GHD30 (New)
See specifications for details.
<https://www.fitnesssuperstore.com/French-Fitness-GHD-Compact-Roman-Chair-GHD30-p/ff-ghd30.htm>

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HUTTONSVILLE	WV	HUTTONSVILLE	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	3.1.7: Sissy Squat Bench or equal	1.00000	EA	\$ 249.00	\$ 249.00

Comm Code	Manufacturer	Specification	Model #
49200000	French Fitness	Refer to the Product Literature attached.	FF-SS20

Extended Description: French Fitness SS20 Sissy Squat (New)
 See specifications for details. <https://www.fitnesssuperstore.com/French-Fitness-SS20-Sissy-Squat-p/ff-ss20.htm>

SCHEDULE OF EVENTS

Line	Event	Event Date
1	TECHNICAL QUESTION DEADLINE Due By: 2:00pma EST (14:00)	2023-04-03

	Document Phase	Document Description	Page 6
DCR2300000160	Final	Employee Weight Room Equipment - HCC&J	

EXHIBIT A – Pricing Page
ARFQ 0608 DCR2300000160
Employee Weight Room Equipment - HCC&J

Section	Description	Manufacturer and Model if Bidding "or Equal" products	Unit of Measure	Quantity	Unit Cost	Extended Cost
3.1.1	Contract Item 1: Sole F63 Treadmill (Or Equal)	French Fitness FT500 Light Commercial Folding Treadmill (New)	EA	1	\$ 1,999.00	\$ 1,999.00
3.1.2	Contract Item 2: Champion Barbell Adjustable Preacher Curl (Or Equal)	French Fitness Napa Arm / Bicep Curl Bench (New)	EA	1	\$ 1,199.00	\$ 1,199.00
3.1.3	Contract Item 3: CAP Barbell Coated Hex Dumbbells, Set of 2, 40lb (Or Equal)	French Fitness Rubber Coated Hex Dumbbell 40 lbs, SET OF 2 (New)	EA	1	\$ 180.00	\$ 180.00
3.1.4	Contract Item 4: CAP Barbell Coated Hex Dumbbells, Set of 2, 20lb (Or Equal)	French Fitness Rubber Coated Hex Dumbbell 20 lbs, SET OF 2 (New)	EA	1	\$ 90.00	\$ 90.00
3.1.5	Contract Item 5: Everlast Powercore 80 Pound Hanging Heavy Bag with Stand (Or Equal)	Everlast Powercore Nevatear Heavy Bag 80 lbs with Heavy Bag Stand	EA	1	\$ 435.61	\$ 435.61
3.1.6	Contract Item 7: Champion Barbell Glute Hamstring Machine (Or Equal)	French Fitness GHD Compact Roman Chair GHD30 (New)	EA	1	\$ 399.00	\$ 399.00
3.1.7	Contract Item 8: Sissy Squat Bench (Or Equal)	French Fitness SS20 Sissy Squat (New)	EA	1	\$ 249.00	\$ 249.00
					Overall Total Cost	\$ 4,551.61

Please note: This information is being captured for auditing purposes. Vendor must complete and return this Pricing Page upon request.
Any product or service not on the Agency provided Pricing Page will not be allowable. The state cannot accept alternate pricing pages, failure to use Exhibit A Pricing Page will lead to disqualification of vendors bid.
Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

BIDDER /VENDOR INFORMATION:

Vendor Name:	Fitness Superstore, Inc.
Address:	537 Stone Rd STE F
City, St. Zip:	Benicia, CA 94510
Phone No.:	925-215-2927
Email Address:	info@fitnesssuperstore.com



Vendor Signature:

03 / 29 / 2023

Date:

PRODUCT
LITERATURE FOR
ARFQ-0608-DCR2300000160-1
Employee Weight Room
Equipment - HCC&J

SUBMITTED BY:

Fitness Superstore Inc.

537 Stone Rd STE F

Benicia, CA 94510

United States of America

Phone: (925) 215-2927

Fax: (800) 346-2960

www.fitnesssuperstore.com



Section 3.1.1 - French Fitness FT500 Light Commercial Folding Treadmill (New)



Condition: New in Box
Grade: Light Commercial
Ships: New in Boxes (Assembly Options Available)
Product Code: FF-FT500

<https://www.fitnesssuperstore.com/French-Fitness-FT500-Light-Comm-Folding-Treadmill-p/ff-ft500.htm>

The French Fitness FT500 Light Commercial Folding Treadmill is built to withstand multiple users and lengthy sessions. Equipped with a 2.0 HP AC motor and running speeds of up to 12.9mph, the FT500 will support you through your toughest workouts. Features 10% incline, 22.8in commercial running belt, 18 gears adjustable electric gradient and an air foot protection and shock absorption system which delivers support on push off and cushioning for landing to help protect your joints from impact. The 7" LED screen display allows you to track your time, distance, calories burnt, total steps, average speed and pace.

[French Fitness FT500 Light Commercial Treadmill Assembly Manual](#)

FEATURES

- Super folding
- 0.7" (18mm) Soft Running board
- Air Foot Shock Absorption: (4) Thick elastic rubber pads for premium cushioning on landing and take off
- LED
- 110 VAC 60Hz standard
- 2.0 HP continuous AC Motor Peak: 4.0HP
- Rated Power: 1500W
- Rated HZ: 50/60 Hz
- Display Readouts: Incline (%), Speed (km/h), distance (km), calories (kcal), heart rate (bpm), time
- MP3 (Headphone) port: YES
- USB Port: Yes
- Touch Heart Rate Hand Grips
- Speed range: 0.62 - 12.9mph (1-20.7 km/h)
- Incline: 0-10%
- Step-Up Height: 8"
- Running Belt: 22.8" x 62.9" (580mm x 1600mm)
- California Residents [see Prop 65 WARNINGS](#)

TECH SPECS

- Max User Weight: 330lb (150kg)
- Weight: 313lb (142kg)
- Dimensions: 82"L x 41"W x 54"H (210.6cm x 106cm x 139cm)

SHIPPING DIMS & WEIGHT

Box #	Gross Weight	Net Weight	Dimensions
1 of 2	70.55 lbs	48.50 lbs	42.13" x 36.22" x 10.82"
2 of 2	308.65 lbs	264.55 lbs	86.61" x 40.16" x 21.77"

WARRANTY

10 Years Parts, 1 Year Labor (Light Commercial)

Section 3.1.2 - French Fitness Napa Arm / Bicep Curl Bench (New)



Condition: New in Box

Grade: Commercial

Ships: New in Manufacturers Packaging (Assembly Options Available)

Product Code: FFN-ACB

<https://www.fitnesssuperstore.com/French-Fitness-Napa-Arm-Bicep-Curl-Bench-p/ffn-acb.htm>

Keep your arms in place and target those biceps, brachioradialis and brachialis and get the benefit of stronger isolation using the French Fitness Napa Arm / Bicep Curl Bench. Adjustable seat for desired exercise position and will fit tall and short users. Thick seat and elbow pads to support you comfortably through the heaviest workout.

NOTE: This is the same machine as the **French Fitness Marin Arm / Bicep Curl Bench** except silver in color, no other differences. If you want this machine, but in black, please click the above link.



Fitness Superstore Inc.
537 Stone Rd Ste F
Benicia, CA 94510
United States of America

Phone: (925) 215-2927
Fax: (800) 346-2960
www.fitnesssuperstore.com

FEATURES

- Paint Color: Silver
- Vinyl Color: Black
- 11 Gauge Steel
- 3 mm Square Steel Tube
- Each frame receives an electrostatic powder coat finish to ensure maximum adhesion and durability
- Contoured cushions utilize a molded foam for superior comfort and durability
- California Residents [see Prop 65 WARNINGS](#)

TECH SPECS

- Weight: 231.4 lb (105 kg)
- Outer Frame Width (space required between cuffs on bar): 31.5
- Dimension: 39.3"L x 31.4"W x 44"H (L:1000mm, W:800mm, H:1120mm)

WARRANTY

10 Years Parts, 1 Year Labor (Commercial)

Section 3.1.3 - French Fitness Rubber Coated Hex Dumbbell 40 lbs, SET OF 2 (New)



Condition: New in Box
Grade: Commercial
Ships: New in Boxes (Assembly Options Available)
Product Code: FF-RCHD40

<https://www.fitnesssuperstore.com/French-Fitness-Rubber-Coated-Hex-Dumbbell-40-lbs-p/ff-rchd40.htm>

Section 3.1.4 - French Fitness Rubber Coated Hex Dumbbell 20 lbs, SET OF 2 (New)



Condition: New in Box
Grade: Commercial
Ships: New in Boxes (Assembly Options Available)
Product Code: FF-RCHD20

<https://www.fitnesssuperstore.com/French-Fitness-Rubber-Coated-Hex-Dumbbell-20-lbs-p/ff-rchd20.htm>

French Fitness Coated Hex Dumbbell weights feature hexagonal shaped heads that prevent the dumbbells from rolling, a medium depth knurling on the ergo contoured handle to provide essential grip and security during workouts, and a coating that is extremely durable and will protect floors and equipment from being scratched, scuffed, and dented. French Fitness Dumbbells are versatile workout equipment that can be used to target a specific muscle group or attain a full-body workout. Use them for walking, isolations, full body workouts, functional training HIIT workouts, and more!

French Fitness Rubber Coated Hex Dumbbells are available in 2.5 lbs, 5 lbs, 7.5 lbs, 10 lbs, 12.5 lbs, 15 lbs, 17.5 lbs, 20 lbs, 22.5 lbs, 25 lbs, 27.5 lbs, 30 lbs, 35 lbs, 40 lbs, 45 lbs, 50 lbs, 55 lbs, 60 lbs, 65 lbs, 70 lbs, 75 lbs, 80 lbs, 85 lbs, 90 lbs, 95 lbs, 100 lbs, 105 lbs, 110 lbs, 115 lbs, 120 lbs, 125 lbs, and 130 lbs.

FEATURES



Anti-Slip Grip

The medium depth knurling on the contoured chrome handle provides essential grip and security during use, so your hands do not slip while working up a sweat.

Anti-Roll Design

Avoid hazards while working with these hexagonal shaped dumbbell heads that prevent the weights from rolling when you set them down to perform other exercises.





Versatile and Functional

Dumbbell are perfect for isolations, full body workouts, functional training and HIIT workouts. Use dumbbells to target specific muscles or get a full-body workout!

Low Odor Rubber

French Dumbbells has special low-odor rubber compound that protects the dumbbells and your floors from damage, and keep things quiet when you workout. Rubber-coated heads are securely press-fit and friction-welded to the handle.



California Residents [see Prop 65 WARNINGS](#)

WARRANTY

30 Days Against Defects

Section 3.1.5 - Everlast Powercore Nevatear Heavy Bag 80 lbs with Heavy Bag Stand (New)



Condition: New in Box

Grade: Commercial

Ships: New in Boxes (Assembly Options Available)

Product Code: E-HB80-4812BDTC

Powercore Nevatear Heavy Bag

Features metal rivets for security along with a center aligned sandbag placement system for maximized force dispersion and hand safety. Double end loop provides increased heavy bag functionality. Specially blended filler mix of sanitized synthetic and natural fibers provide resilient shock absorbency.

Premium synthetic leather with reinforced webbing along with superior heavy bag construction increases durability and functionality; heavy duty nylon straps provide security and safety. 80-lb bag approximately 40" in height with a 13" diameter; 100-lb bag approximately 46" in height with a 13" diameter. *Chain Assembly Included.

Heavy Bag Stand

Heavy-duty, powder-coated steel tubing combined with 3 weight plate pegs allows for maximum strength and heavy bag durability. Easy to assemble and will accommodate any heavy bag up to 100 LBS. Footprint: 57" L x 47.6" W x 86.2" H

MANUFACTURER'S WARRANTY

120 Days Against Defects

Section 3.1.6 - French Fitness GHD Compact Roman Chair GHD30 (New)



Condition: New in Box

Grade: Commercial

Ships: New in Boxes (Assembly Options Available)

Product Code: FF-GHD30

<https://www.fitnesssuperstore.com/French-Fitness-GHD-Compact-Roman-Chair-GHD30-p/ff-ghd30.htm>

The French Fitness GHD Compact Roman Chair GHD30 is constructed of high-strength steel tubing that has been powder coated to withstand thousands of hours of use. Features vertical and horizontal adjustments ensure a perfect fit and isolates your glutes, hamstrings, calves, abs, and obliques for optimum results. Reinforced U-shaped frame and triangular structure for maximum stability and support. Over-sized semi-circular split half pads along with covered foam rollers provide comfort during workout. Non-slip steel footplate allows proper toe drive. The weight plate horn at the bottom provides additional support and storage.

[French Fitness GHD Compact Roman Chair GHD30 Owner's Manual](#)

FEATURES

- High quality steel tube
- Vertical and horizontal adjustments
- Heavy duty construction
- Thick & durable upholstery
- Powder-coated surface
- California Residents [see Prop 65 WARNINGS](#)

TECH SPECS

- Weight: 142lbs (64.2kg)
- Dimensions: 87"L x 31"W x 45"H (L:2210mm, W:790mm, H:1130mm)

SHIPPING DIMS & WEIGHT

Box#	Gross Weight	Dimensions
1 of 1	150 lbs	37.4"L x 34.8"W x 10.2"H

WARRANTY

10 Years Parts, 1 Year Labor (Commercial)

Section 3.1.7 - French Fitness SS20 Sissy Squat (New)



Condition: New in Box

Grade: Commercial

Ships: New in Boxes (Assembly Options Available)

Product Code: FF-SS20

<https://www.fitnesssuperstore.com/French-Fitness-SS20-Sissy-Squat-p/ff-ss20.htm>

The French Fitness SS20 Sissy Squat is made from heavy-duty steel fully welded frame for maximum strength and durability. Features foot-locking foam rollers, a rear calf pad, and a nonslip footplate provide more than enough support to keep you safe. The upholstered foot roller holds your feet in place comfortably. The broad anti-slip foot plate keeps you stable and secure. The adjustable calf pad is meant to prevent pinching regardless of leg length. The SS20 Sissy Squat is fully adjustable, making it suitable for a variety of body shapes and sizes.

[French Fitness SS20 Sissy Squat Owner's Manual](#)

FEATURES

- Large anti-slip foot plate
- Heavily padded adjustable calf pad
- Upholstered foot rollers for locking in feet
- Polymer foam padding wrapped in leather



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- Comfortable and wear resistant
- California Residents [see Prop 65 WARNINGS](#)

TECH SPECS

- Weight: 49.6lbs (22.5kg)
- Dimensions: 47.8"L x 19.6"W x 21.8"H (L:1216mm, W:500mm, H:555mm)

SHIPPING DIMS & WEIGHT

Product Code: FF-SS20

Box #	Gross Weight	Net Weight	Dimensions
1 of 1	58 lbs	49.6 lbs	37.80" x 22.64" x 5.71"

WARRANTY

10 Years Parts, 1 Year Labor (Commercial)

REQUEST FOR QUOTATION
ARFQ 0608 DCR2300000160
Employee Weight Room Gym Equipment - HCC&J

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Department of Homeland Security – Division of Administrative Services (DAS) is soliciting bids on the behalf of the West Virginia Division of Corrections and Rehabilitation (DCR) to establish a one-time contract for the purchase of Employee Weight Room Gym Equipment, or equal for Huttonsville Correctional Center & Jail (HCC&J) located at 109 HCC Blvd, Rt 250 South, Huttonsville, WV 26273.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1. “Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.

 - 2.2. “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.

 - 2.3. “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Division of Administrative Services.

- 3. GENERAL REQUIREMENTS:**
 - 3.1. Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on one-time basis. Contract Items must meet or exceed the mandatory requirements as shown below or equal.
 - 3.1.1 Contract Item 1: Sole F63 Treadmill (Or Equal)**
 - 3.1.1.1** Must have at a minimum of a 3.0 horsepower continuous electrical motor.
 - 3.1.1.2** Must have a precision welded frame with aluminum side rails and epoxy powder coated paint.
 - 3.1.1.3** Must have a double woven 2-ply belt with a 1" cushion flex whisper deck.
 - 3.1.1.4** Must have a minimum of a 6.5" display showing the speed, incline, time, distance traveled, heart rate, calorie, pulse, and pace.
 - 3.1.1.5** Must have Quick adjustment controls located on arm rests.
 - 3.1.1.6** Must have large start/stop switches with emergency safety key switch.
 - 3.1.1.7** Must have a folding deck design and transport wheels.
 - 3.1.1.8** Must have a safety lock designed to allow deck to be securely locked in place.

REQUEST FOR QUOTATION
ARFQ 0608 DCR2300000160
Employee Weight Room Gym Equipment - HCC&J

- 3.1.1.9 Must have speed capabilities a minimum of 0.5 to a maximum of 12 MPH.
- 3.1.1.10 Must have a running deck size at a minimum of 33” Wide x 80” Long.
- 3.1.1.11 Must have a minimum of 2.5” rollers with sealed bearing design with copper ground wires to reduce static.
- 3.1.1.12 Must have a double woven 2-ply tread belt.
- 3.1.1.13 Must have a maximum user capacity of 325 pounds.

- 3.1.2 **Contract Item 2: Champion Barbell Adjustable Preacher Curl (Or Equal)**
 - 3.1.2.1 Must be a minimum of 2” x 3” heavy-wall steel tubing.
 - 3.1.2.2 Must have 2.5” high-density foam pads with marine-grade vinyl covers.
 - 3.1.2.3 Must have a fully adjustable arm pad.

- 3.1.3 **Contract Item 3: CAP Barbell Coated Hex Dumbbells, Set of 2, 40lb (Or Equal)**
 - 3.1.3.1 Must have Hex Shaped heads to prevent rolling and reduce weight room hazards.
 - 3.1.3.2 Must have Medium-depth knurling on an ergo handle to provide essential grip.
 - 3.1.3.3 Must be coated for dumbbell protection.
 - 3.1.3.4 Must be a set of two (2).

- 3.1.4 **Contract Item 4: CAP Barbell Coated Hex Dumbbells, Set of 2, 20lb (Or Equal)**
 - 3.1.4.1 Must have Hex Shaped heads to prevent rolling and reduce weight room hazards.
 - 3.1.4.2 Must have Medium-depth knurling on an ergo handle to provide essential grip.
 - 3.1.4.3 Must be coated for dumbbell protection.
 - 3.1.4.4 Must be a set of two (2).

- 3.1.5 **Contract Item 5: Everlast Powercore 80 Pound Hanging Heavy Bag with Stand (Or Equal)**
 - 3.1.5.1 Must weigh 80 pounds, durable, synthetic heavy bag for boxing or MMA training.
 - 3.1.5.2 Must have metal rivets and center-aligned sandbag placement system to help properly disperse force and promote safe punching.
 - 3.1.5.3 Must have double end hanging loop with nylon straps.
 - 3.1.5.4 Must be leather with reinforced webbing.
 - 3.1.5.5 Must be a minimum of 53” in height with a minimum diameter of 13.25”.

REQUEST FOR QUOTATION
ARFQ 0608 DCR2300000160
Employee Weight Room Gym Equipment - HCC&J

3.1.5.6 Must have a heavy-duty bag stand made of powder coated steel tubing with a minimum 100-pound hanging capacity.

3.1.6 Contract Item 6: Champion Barbell Glute Hamstring Machine (Or Equal)

3.1.6.1 Must be of 2" x 3" heavy-wall steel tubing construction.

3.1.6.2 Must have 2.5" high-density foam pads with vinyl covers.

3.1.6.3 Must have pads of marine grade vinyl.

3.1.6.4 Must have knee pads, with footpads that adjust horizontally or vertically.

3.1.6.5 Must have a rear handle to perform reverse hyperextensions.

3.1.6.6 Must have minimum dimensions of 42"H x 34"W x 60"L.

3.1.7 Contract Item 7: Sissy Squat Bench (Or Equal)

3.1.7.1 Must be a minimum of 11 Gauge steel construction.

3.1.7.2 Must have a large non-skid foot plate.

3.1.7.3 Must have a heavily padded adjustable calf pad.

3.1.7.4 Must have foam rollers for locking in feet.

3.1.7.5 Must have a powdered coated finish.

3.2 Alternative 'or Equal' Submission

3.2.1 Vendor submitting an alternate brand must provide alternate brand information with alternative product number on Pricing Page when submitting bid response. Failure to submit documentation for an "or Equal" product may result in vendor's bid being disqualified.

4 CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor shall complete the Pricing Page by providing a unit cost for each Contract Item listed in section 3.1. Vendor shall include the cost of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery. Vendor shall complete the Pricing Page in full as failure to complete the Pricing Page in its entirety will result in the Vendor's bid being disqualified.

Any product or service not on the Agency provided Pricing Page will not be allowable. The state cannot accept alternate pricing pages, failure to use Exhibit A Pricing Page and/or a no-bid will lead to disqualification of vendors bid.

REQUEST FOR QUOTATION
ARFQ 0608 DCR2300000160
Employee Weight Room Gym Equipment - HCC&J

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5 PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6 DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within (15) fifteen working days after receiving a purchase order or notice to proceed. Final cost shall include shipping charges, delivery charges. Contract Items must be delivered to:

Huttonsville Correctional Center
109 HCC Blvd
Rt 250 South
Huttonsville, WV 26273

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

REQUEST FOR QUOTATION
ARFQ 0608 DCR2300000160
Employee Weight Room Gym Equipment - HCC&J

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	Timothy French
Telephone Number:	925-215-2927
Fax Number:	800-346-2960
Email Address:	info@fitnesssuperstore.com

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

2A. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Agency.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

3. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

3A. BID SUBMISSION

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID: _____
BUYER: _____
SOLICITATION NO.: _____
BID OPENING DATE: _____
BID OPENING TIME: _____
FAX NUMBER: _____

4. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

5. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

6. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

7. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

8. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the Agency and must have paid the \$125 fee, if applicable.

9. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

10. **ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

11. **NON-RESPONSIBLE:** The Director of Administrative Services reserves the right to reject the bid of any vendor as Non-Responsible, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.

12. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part.

13. **YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. **"Director"** means the Director of the West Virginia Division of Administrative Services.
 - 2.5. **"Award Document"** means the document signed by the Agency that identifies the Vendor as the contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on the date indicated on the awarded contract and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor’s receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor’s receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, and Attorney General's office.

6. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Agency by the Vendor as specified below.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract value. The performance bond must be received by the Agency prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be received by the Agency prior to Contract award.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

7. **INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: _____ per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

8. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

9. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

10. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

11. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

12. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

13. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

14. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. CANCELLATION: The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor.

18. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

19. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

20. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

21. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

22. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

23. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

24. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

25. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

26. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

27. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>

29. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of the State of West Virginia and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

30. LICENSING: In accordance with applicable law, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on

Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

33. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

34. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

35. PURCHASING AFFIDAVIT: In accordance with West Virginia Code, the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Agency affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

36. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

37. REPORTS: Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Agency.

38. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title)

Timothy French - CEO/President

(Printed Name and Title)

(Address)

(Phone Number) / (Fax Number)

info@fitnesssuperstore.com

(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

(Company)



(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor’s representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Fitness Superstore, Inc.

 Company


 Timothy French | CEO/President

Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

STATE OF WEST VIRGINIA
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §15A-3-14, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Fitness Superstore, Inc.

Authorized Signature: Anthony Grijalva Date: 3/29/23

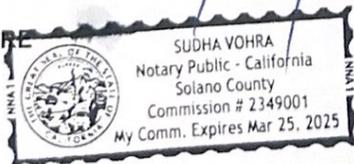
State of California

County of Solano, to-wit:

Taken, subscribed, and sworn to before me this 29th day of March, 2023

My Commission expires 03/25, 2025.

AFFIX SEAL HERE



NOTARY PUBLIC

Sudha Vohra

Purchasing Affidavit (Revised 03/09/2019)