



State of West Virginia
Agency Request for Quote

Proc Folder: 1240945
Doc Description: Gym Equipment - HCC

Reason for Modification:

Proc Type: Agency Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2023-06-28	2023-07-14 14:30	ARFQ 0608 DCR2300000197	1

BID RECEIVING LOCATION

VENDOR

Vendor Customer Code:

Vendor Name: Promaxima
Address: 5310 Ashbrook Drive

Street:

City: Houston

State: TX

Country: USA

Zip: 77069

Principal Contact: Greg Spire

Vendor Contact Phone: 713-4667-9600

Extension: 256

FOR INFORMATION CONTACT THE BUYER

Jessica L Burns McDonnell
304-558-2350
jessica.l.burnsmcdonnell@wv.gov

Vendor
Signature X

Greg Spire

FEIN# 874338103

DATE 7/12/2023

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 behalf of the WV Division of Corrections and Rehabilitation to establish a contract for fourteen (14) X4 outdoor multi-functional multi-gym base frame or equal for the Huttonsville Correctional Center (HCC) located at 109 HCC BLVD, Huttonsville, WV 26273.

INVOICE TO		SHIP TO	
HUTTONSVILLE		HUTTONSVILLE	
CORRECTIONAL CENTER		CORRECTIONAL CENTER	
PO BOX 1		PO BOX 1	
RT 250 SOUTH		109 HCC BLVD	
HUTTONSVILLE	WV	HUTTONSVILLE	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	X4 Outdoor Multi-Functional Multi-Gym Base Frame (or Equal)	14.00000	EA	7322,816	102,520,00

Comm Code	Manufacturer	Specification	Model #
49201611	<i>Tri Active</i>	<i>outdoor combo press pull</i>	<i>CSPB</i>

Extended Description:

X4 Outdoor Multi-Functional Multi-Gym Base Frame (or Equal) see specifications for details

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions Due by 2:00 PM EST	2023-07-07

	Document Phase	Document Description	Page
DCR2300000197	Final	Gym Equipment - HCC	3

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: WYNPRO, LLC dba PROMAXIMA

Authorized Signature: [Signature] Date: 7-14-2023

State of TX

County of Harris, to-wit:

Taken, subscribed, and sworn to before me this 14th day of July, 2023

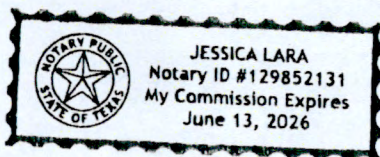
My Commission expires June 13, 2026

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 03/09/2019)



Estimate

Promaxima Manufacturing
5310 Ashbrook Drive
Houston TX 77081
USA Phone: 713-667-9606



Tax ID: 87-4338103
Customer No: 1060
Estimate No: 619601
Salesperson: SPIRE, GREG

Bill To:

HUTTONSVILLE CORRECTIONAL CENTER
ATTN: jessica
RT 250 SOUTH
HUTTONSVILLE WV 26273
Phone: 304-338-2684
Email: THOMAS.P.HYMES@WV.GOV

Ship To:

HUTTONSVILLE CORRECTIONAL
CENTER
RT 250 SOUTH
HUTTONSVILLE WV 26273

Cust PO	FOB	Terms	Date Order	Requested Delivery	
			7/10/2023		
Line No.	Qty	Item	Description	Unit Price	Net Amount

BID # DCR2300000197
DUE: 07/14/2023 AT 2:30 P.M.

1	14	BUY	trinactive cspb combo press pull	6,830.00	95,620.00
2	1	FREIGHT		6,900.00	6,900.00

Thank you for doing business with Promaxima!
CC Orders subject to 2.5% Trans fee, Freight quotes valid 30 days
Terms and Conditions review at <https://promaxima.com/the-legal-stuff/>

Sale Amount:	102,520.00
Sales Tax:	0.00
Prepaid:	0.00
Total Amount:	102,520.00



TriActive
USA

15537 BLACKBURN AVE
NORWALK, CA 90650
800-509-0597
TRIACTIVEUSA.COM

COMBO PRESS & PULL

#CSPB

WARANTY:

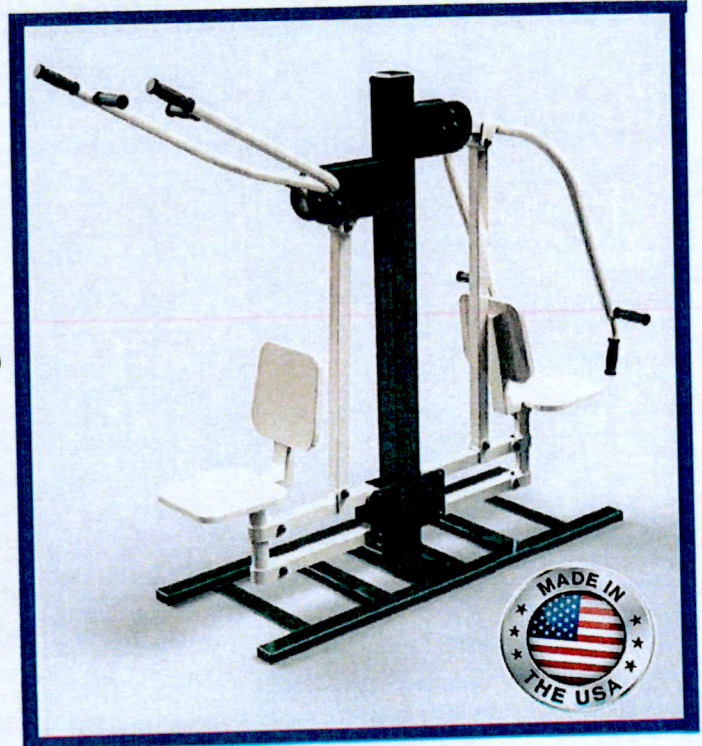
Limited 10-year warranty on steel posts, welds, bars and other steel parts on all units that are fully welded, with non-moving parts. Limited 5-year warranty on steel posts, welds, bars and other steel parts for all units with moving parts.

PRODUCT SPECIFICATION:

TriActive USA's PDIP assumes usage of American standard size tubing, namely 3" x 3" square tubing x 11ga, 1-1/2" x 3" rectangular tubing x 11ga, 1-1/2" Sch. 40 pipe, 1-1/4" OD round tubing x 11ga, 1-1/2" x 1-1/2" square tubing x 16ga, 1/4" hot rolled flat bar, and 11ga carbon steel sheet metal. TriActive USA Fitness Equipment does not include any of the following: exposed cables, hydraulics or plastic seating.

POWDER COATING SPECIFICATION:

Powder coating thickness 6-8 mils. Coatings are tested for 1000 hours of salt spray resistance. Pre-treated, iron phosphate applied, zinc powder applied, functional powder applied, and final TGIC powder coat is applied to provide outstanding weathering capabilities.



*ACTUAL EQUIPMENT MAY LOOK DIFFERENT THAN SHOWN DUE TO FREQUENT DESIGN UPGRADES. THIS EQUIPMENT IS DESIGNED FOR INDIVIDUALS WEIGHING UP TO 330 LBS.



SAFE & SECURE



WEATHER RESISTANT



TAMPER PROOF

DIMENSIONS:

78"L X 36"W X 70"H

WEIGHT:

280 LBS

COLOR:

GREEN OR BLUE

ASSEMBLY:

NOT REQUIRED

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.

Promaxima
Company

Bruce Spire
Authorized Signature

7/13/23
Date

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

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.

Greg Spire Account Executive
(Name, Title)
Greg Spire Account Executive
(Printed Name and Title)
5310 Ashbrook Dr Houston, TX 77081
(Address)
713-667-9606 713-667-9941
(Phone Number) / (Fax Number)
Greg@promaxima.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.

Promaxima
(Company)

Greg Spire Account Executive
(Authorized Signature) (Representative Name, Title)

Greg Spire Account Executive
(Printed Name and Title of Authorized Representative)

7/13/23
(Date)

713-667-9606 713-667-9941
(Phone Number) (Fax Number)

**REQUEST FOR QUOTATION
ARFQ 0608 DCR2300000197
Outdoor Gym Equipment
Huttonsville Correctional Center (HCC)**

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:	Greg Spire
Telephone Number:	713-667-9606
Fax Number:	713-667-9941
Email Address:	Greg@promaxima.com



Burns McDonnell, Jessica L <jessica.l.burnsmcdonnell@wv.gov>

arfq dcr2300000197

1 message

Greg Spire <Greg@promaxima.com>
To: "Burns McDonnell, Jessica L" <jessica.l.burnsmcdonnell@wv.gov>

Fri, Jul 14, 2023 at 11:02 AM

Hi Jessica

Can you please confirm receipt of my attached ARFQ DCR2300000197 bid?

Greg Spire

Account Executive

Email : greg@promaxima.com

Phone : 713.667.9606 ext 256

Web : www.promaxima.com | [Promaxima Catalog](#)



6 attachments

