



State of West Virginia  
Department of Administration  
Purchasing Division

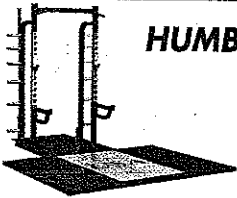
**Request for  
Quotation**

RFQ NUMBER  
**DNR210135**

PAGE  
**1**



MANUFACTURERS OF TOP QUALITY COMMERCIAL EQUIPMENT



**HUMBERTO PICHARDO**  
Commercial Sales

Toll Free (888) 669-6090  
Direct (562) 755-7256  
Fax (323) 583-3104

13564 Imperial Hwy. Unit B • Santa Fe Springs, CA 90670 www.usafitness.us

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
FRANK WHITTAKER  
304-558-2316

DIVISION OF NATURAL RESOURCES  
TWIN FALLS RESORT  
ATTN: PARK SUPERINTENDENT  
RT. 97, PO BOX 667  
MULLENS, WV 25882 304-294-6000

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/04/2010				

BID OPENING DATE: 03/04/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		805-57		
<p>FITNESS EQUIPMENT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FROM RESPONSIBLE VENDORS TO PROVIDE FITNESS EQUIPMENT FOR TWIN FALLS RESORT STATE PARK, PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 02/17/2010 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND</p>						

RECEIVED  
200 MAR -4 A 10:05  
PURCHASING DIVISION  
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Humberto Pichardo* TELEPHONE: 562-755-7256 DATE: 3-3-10  
TITLE: Sales Manager FEIN: 555339211 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
 DNR210135

PAGE  
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 FRANK WHITTAKER  
 304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF NATURAL RESOURCES  
 TWIN FALLS RESORT  
 ATTN: PARK SUPERINTENDENT  
 RT. 97, PO BOX 667  
 MULLENS, WV  
 25882 304-294-6000

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LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Frank Whittaker</i>	TELEPHONE 562-753756	DATE 3-3-10
TITLE 5625 Manager	FEIN 555339211	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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ADDRESS CORRESPONDENCE TO ATTENTION OF  
 FRANK WHITTAKER  
 304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

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 TWIN FALLS RESORT  
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 MULLENS, WV  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/04/2010				

BID OPENING DATE: 03/04/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.

BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.

THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.

REV. 05/26/2009  
 EXHIBIT 4

LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.

REV. 3/88

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Frank Whittaker</i>	TELEPHONE 562-753-7256	DATE 3-3-10
TITLE Sales Manager	FEN 585-389211	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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# Request for Quotation

RFQ NUMBER:  
**DNR210135**

PAGE:  
**4**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**FRANK WHITTAKER  
 304-558-2316**

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

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 TWIN FALLS RESORT  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/04/2010				

BID OPENING DATE: **03/04/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID						
BUYER:				44		
RFQ. NO.:				DNR210135		
BID OPENING DATE:				03/04/2010		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>Fax (323) 583-3104</i>						
CONTACT PERSON (PLEASE PRINT CLEARLY): <i>Humberto Pichardo Jr.</i>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Humberto Pichardo Jr.</i>	TELEPHONE 562-755-7256	DATE 3/3/10
TITLE Sales Manager	FAX 555-339211	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**Twin Falls Resort State Park Fitness Equipment  
Open End Contract**

The West Virginia Division of Natural Resources is requesting bids for fitness equipment which includes weight training equipment and cardio equipment for Twin Falls Resort Park. All items must be F.O.B. Destination: freight or delivery charges must be included in the price of goods. All items must be F.O.B. Destination. Freight or delivery charges must be included in the price of the goods. Delivery must be made within thirty (30) days of purchase order award.

### **WEIGHT TRAINING EQUIPMENT:**

ProMaxima Manufacturing, Inc. dumbbell rack with dumbbells or equal. Rack must come complete with six dumbbell sets and must include the following weights:

- Set 1 - One set of 5 lb weights;
- Set 2 - One set of 10 lb weights;
- Set 3 - One set of 15 lb weights;
- Set 4 - One set of 20 lb weights;
- Set 5 - One set of 25 lb weights; and
- Set 6 - One set of 30 lb weights.

ProMaxima Manufacturing, Inc., multi-purpose bench or equal. Bench must meet the following specifications:

- Must adjust from flat to incline;
- Minimum dimensions must be 20" x 30" (flat) x 60"; and
- Minimum weight capacity must be 325 lbs.

### **CARDIO EQUIPMENT:**

ProMaxima Manufacturing, Inc. commercial use treadmill with 15" LCD television or equal. Treadmill must meet the following specifications:

- Must have a minimum 3.5 HP continuous-duty motor ;
- Motor speed range must be a minimum of .5 mph to a maximum of 12 mph.;
- Elevation must be a minimum of 0% to a maximum of 15%;
- Run/walk surface a minimum of 22" x 60";
- Must have ergonomic handrails. An ergonomic handrail comprises an elongated metal retainer of substantially uniform cross-section along its length and having a body portion, upper and lower flange portions extending upwardly and downwardly, respectively, from the body portion, an upper

Twin Falls Resort State Park Fitness Equipment  
Open End Contract

web portion extending upwardly from the body portion from a juncture therewith rearwardly of the upper flange portion and defining with the upper flange portion a slot that opens generally upwardly, and upper front and rear arcuate arm portions extending upwardly from a common juncture with an upper edge of the web portion and defining the major portion of substantially circular cylindrical surface except for a space between upper edges thereof;

- Must have an integrated minimum 15" LCD television;
- Must have a computer with a minimum of ten (10) built-in programs;
- Must include contact heart rate and a water bottle/CD/MP3 holder;
- Minimum unit dimensions must be 34.5" W x 59"H x 80.5" L;
- Maximum user weight must accommodate a minimum of 450 lbs; and
- Must have a lifetime warranty on frame; a five (5) year warranty on motor, electronics, and parts; from date of acceptance. However, if manufacturer warranty period is longer than the required minimum warranties as stated above, those warranties must apply.

ProMaxima Manufacturing, Inc. light commercial elliptical with 7" LCD television or equal. Elliptical machine must meet the following specifications:

- Must have an integrated minimum 7" LCD television;
- Must have a minimum of sixteen (16) resistance levels;
- Must have a computer with heart rate control system with contact HR;
- Minimum unit dimensions must be 32"W x 59"H x 62" L;
- Maximum user weight must accommodate a minimum of 400 lbs; and
- Must have a lifetime warranty on frame; a five (5) year warranty on motor, electronics, and parts; from date of acceptance. However, if manufacturer warranty period is longer than the required minimum warranties as stated above, those warranties must apply.

### **Other Government Bodies:**

Unless otherwise stated in the response, the vendor agrees to extend the same prices, terms and conditions to other government bodies. If the vendor does not wish to extend the same prices, terms and conditions to other government entities, it must be clearly stated in the response to such refusal. Such refusal shall not prejudice the award of this contract in any way.

## Twin Falls Resort State Park Fitness Equipment

## Open End Contract

## Manufacturer's Information

Please complete the below information concerning the brand(s) of equipment being bid in relation to this project. If bidding Inchor equal Inch brands, please attach manufacturer's literature documenting that it meets the mandatory requirements stated in the specifications. Vendors should note the areas of the provided manufacturer's literature that adheres to the mandatory requirements outlined in the Request For Quotation.

Item No.	Product	Manufacturer	Model
1	ProMaxima Manufacturing, Inc. dumbbell rack with dumbbells or equal.	USA-FITNESS	USA-3 Hex Set
2	ProMaxima Manufacturing, Inc., multi-purpose bench or equal.	USA FITNESS	USA-720
3	ProMaxima Manufacturing, Inc. commercial use treadmill with 15" LCD television or equal.	BH FITNESS	T-9
4	ProMaxima Manufacturing, Inc. light commercial elliptical with 7" LCD television or equal.	BH FITNESS	X-9

Note: Items No. 3-4 that PRO MAXIMA IS SPECING out are also BH FITNESS PRODUCTS.

Twin Falls Resort State Park Fitness Equipment  
Open End Contract  
**PRICING SHEET**

Item No.	Estimated Quantity	Description	Unit Price	Amount
1	1	ProMaxima Manufacturing, Inc. dumbbell rack with dumbbells or equal.	\$ 389	\$ 389
2	1	ProMaxima Manufacturing, Inc., multi-purpose bench or equal.	\$ 225	\$ 225
3	2	ProMaxima Manufacturing, Inc. commercial use treadmill with 15" LCD television or equal.	\$ 3199	\$ 6398
4	1	ProMaxima Manufacturing, Inc. light commercial elliptical with 7" LCD television or equal.	\$ 2599	\$ 2599
		<b>TOTALS</b>		\$ 9611

The quantities listed above are for bid evaluation purposes only.  
Actual quantities may differ.

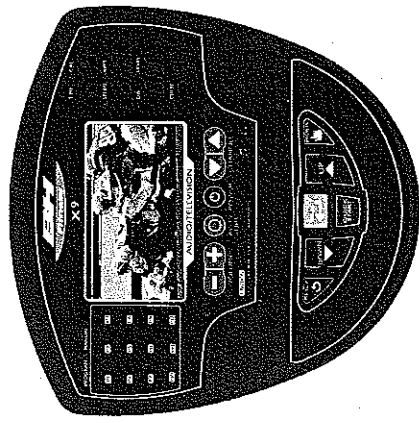
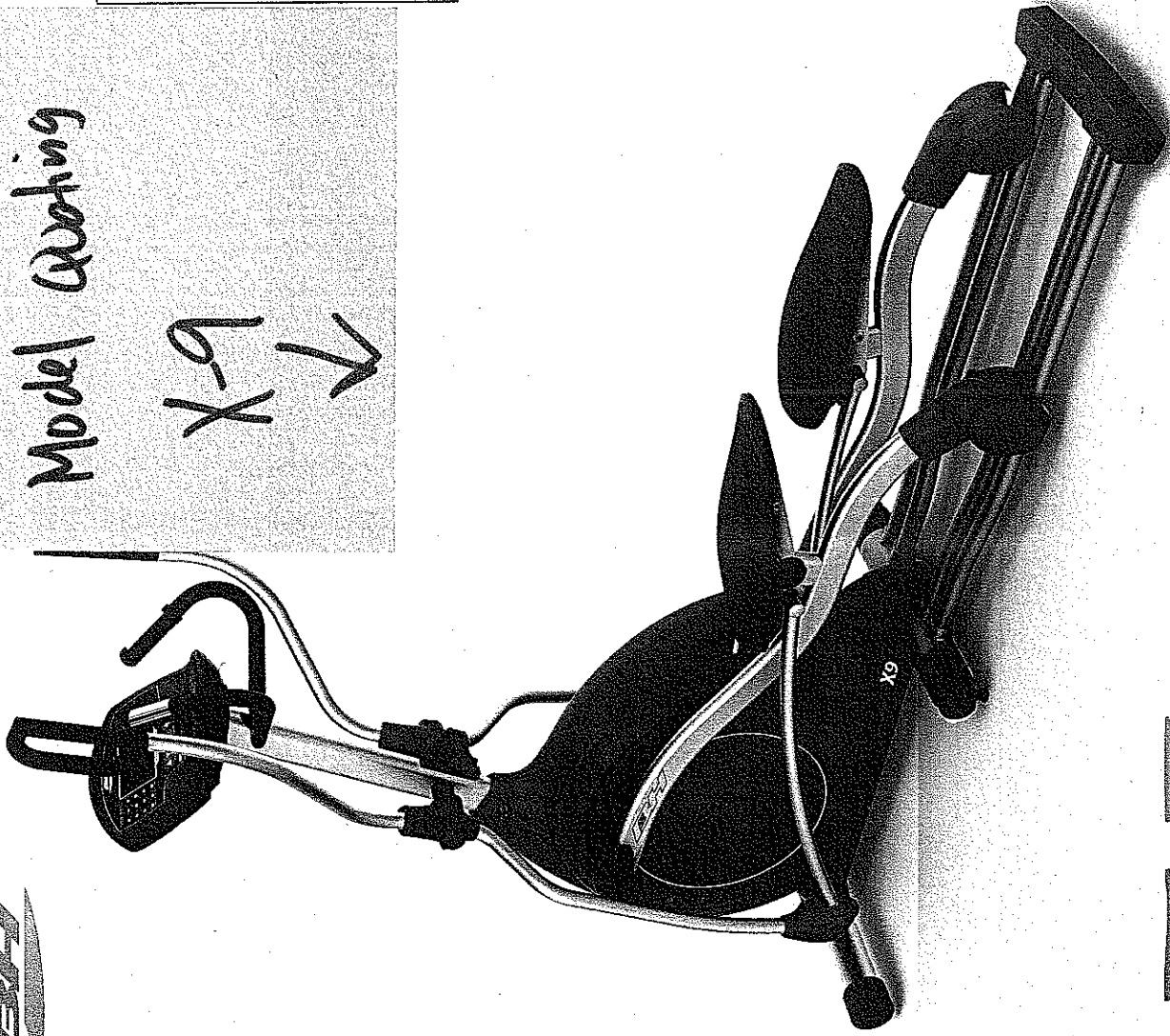




Model X-9

X-9

- Natural 21" Stride Length
- Oversized Soft Grip, Anti-Skid Pedals
- Adjustable Width Technology for Customized Comfort
- Dual Guide Rails for Maximum Stability
- 375lb User Weight Capacity
- Ergo Grip, Multi-Position Handlebars
- Light Commercial Warranty
- Polar Chest Strap and Wireless Heart Rate Standard
- Contact Heart Rate Sensors



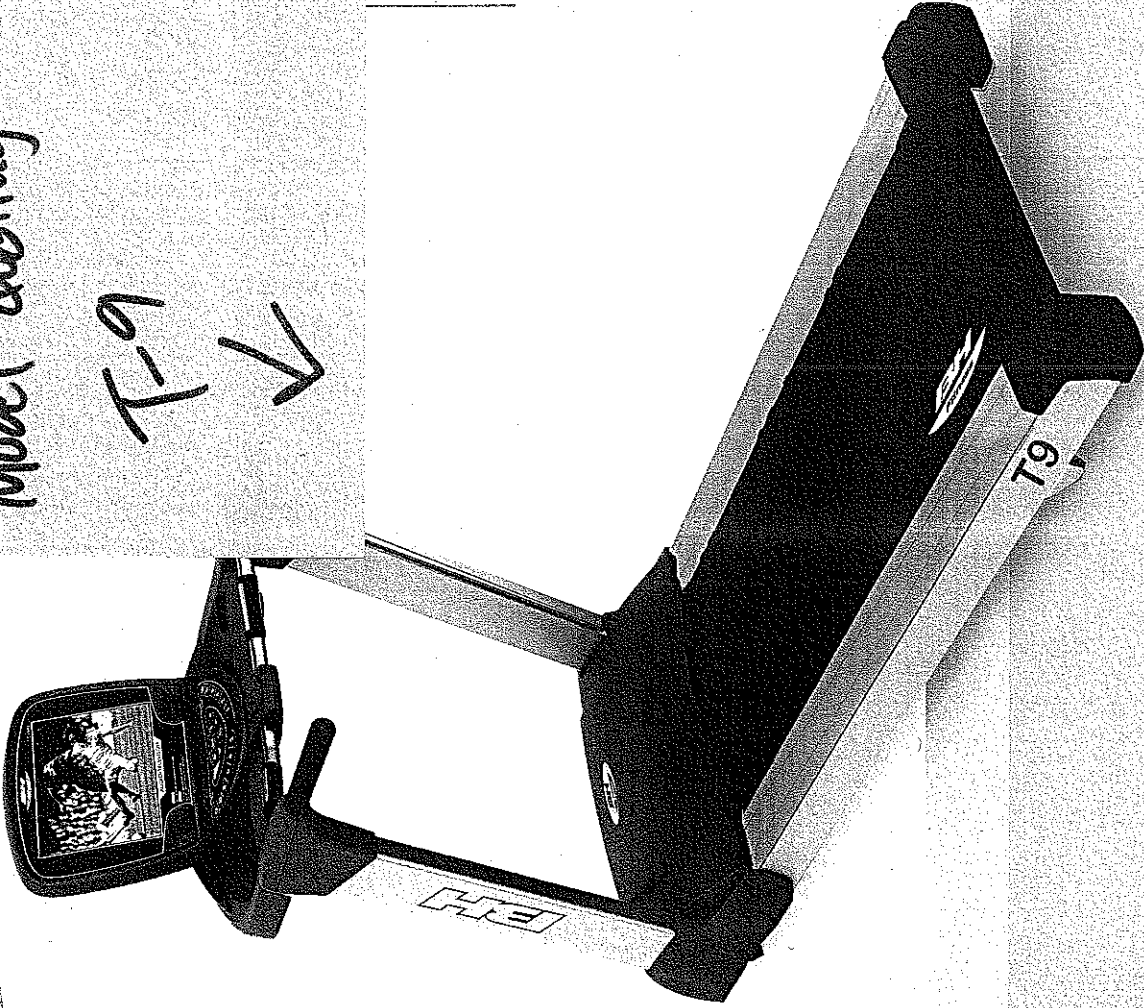
# X-9

Select Series



Model existing

T-9  
↓



- Whisper Quiet 3.5HP DC Drive Motor
- XL 22"x60" Running Surface
- Active Flex Suspension for Maximum Performance
- Ortho Cushion Running Belt for Ultimate Comfort
- 425lb User Weight Capacity
- 0-12mph Speed with Quick Select Keys
- 0-15% Incline with Quick Select Keys
- Light Commercial Warranty
- Contact Heart Rate Sensors
- Safety Stop Key
- Accessory Tray with Water Bottle Holder



# T9

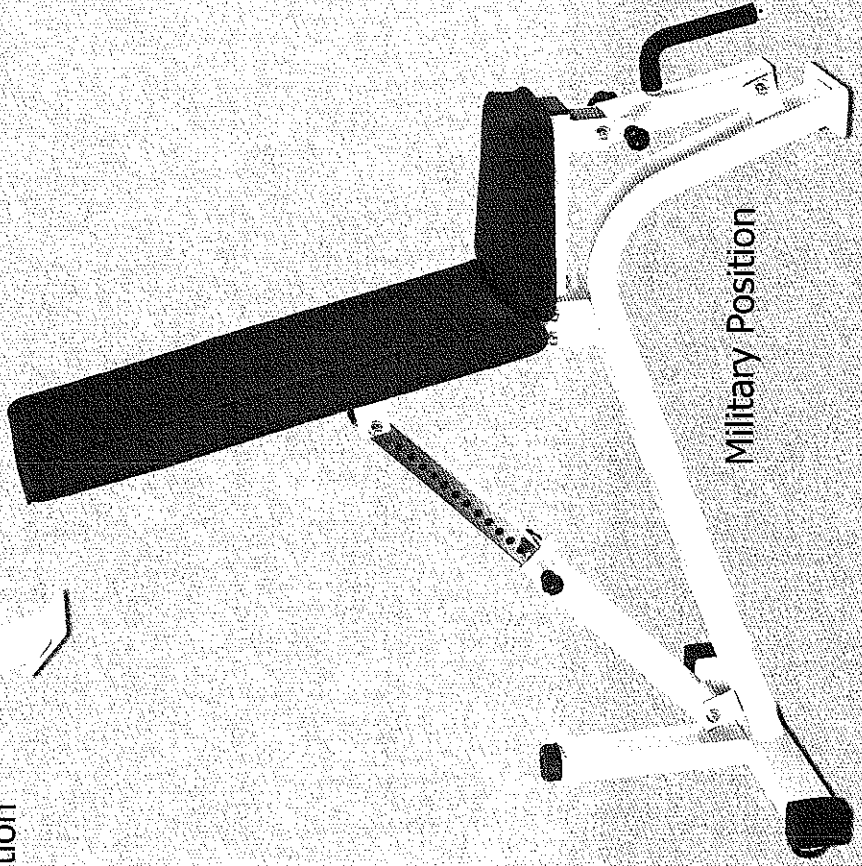
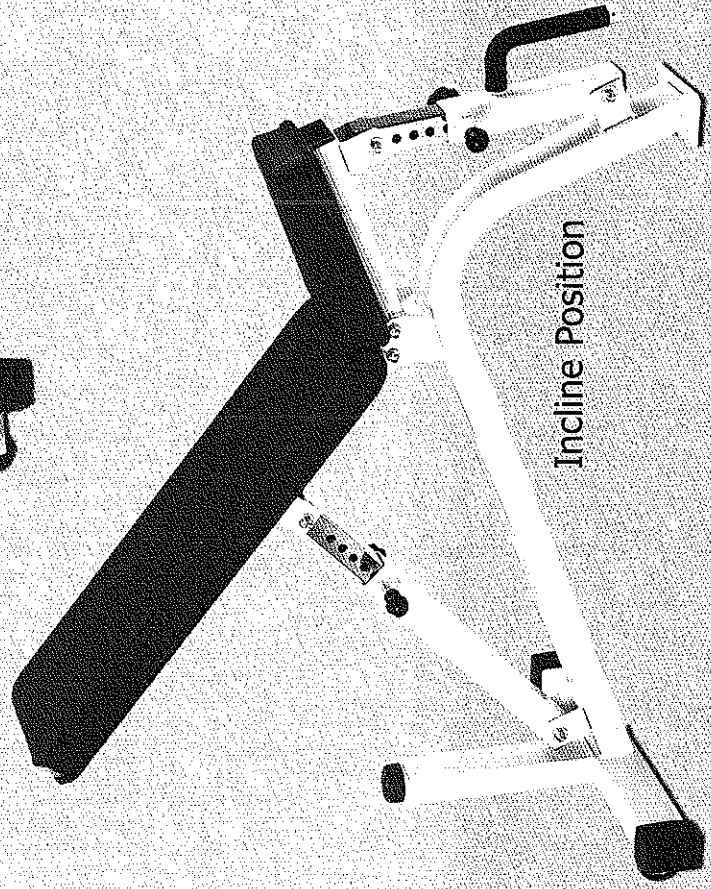
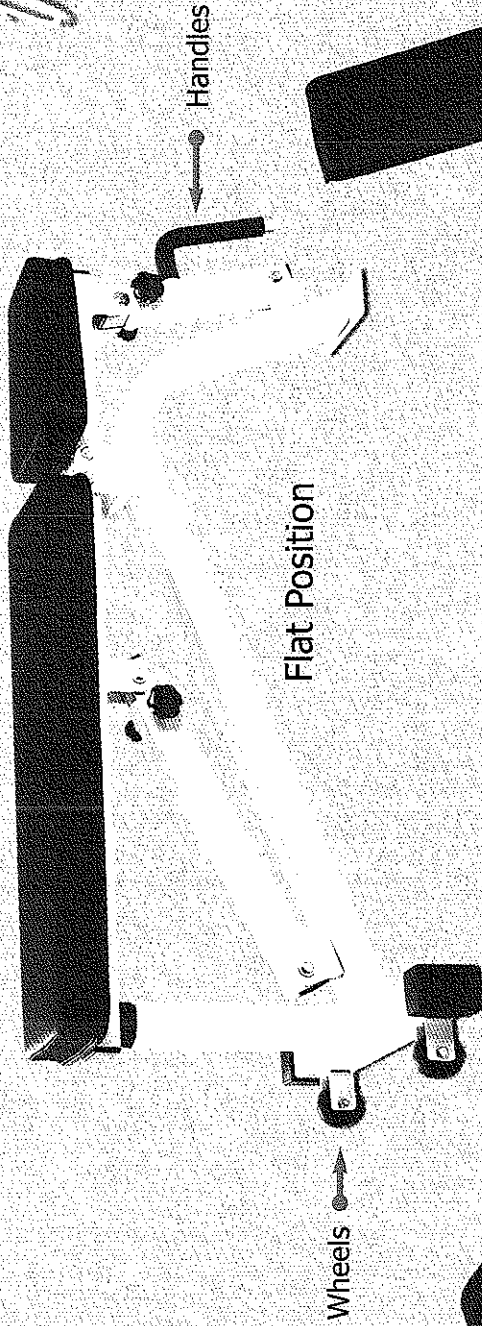
Select Series

© 2004 PFT Fitness Equipment, Inc.  
 All rights reserved. PFT Fitness Equipment, Inc.  
 10000 W. 10th Avenue, Suite 100  
 Denver, CO 80202  
 Phone: (303) 751-1111  
 Fax: (303) 751-1112  
 Website: www.pftfitness.com

**USA-720**

**FLAT TO MILITARY BENCH WITH WHEELS**

**USA**  
*Submersible*



## State of West Virginia

# VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: USA FITNESS

Signed: *Harold K. Kuyper*

Date: 3-3-10

Title: Sr. Manager

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



RFQ No. DNR 210135

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: 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 the debt owned is an amount greater than one thousand dollars in the aggregate

**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.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: USA Fitness

Authorized Signature: [Signature] Date: 3-3-10

State of California

County of Los Angeles, to-wit:

Taken, subscribed, and sworn to before me this 3rd day of March, 2010.

My Commission expires Dec. 15, 2010.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]



## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
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