



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

# Request for Quotation

RFO NUMBER  
**DNR210135**

PAGE  
**1**

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

RFO COPY

**AMERICAN FITNESS & SPORT SUPPLY**  
 3014 MEMORIAL AVE.  
 LYNCHBURG, VA 24501  
 (800) 434-4454 • (434) 845-6107  
 www.americanfitnessandsport.com

**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	FOB	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		10,200.00
<p><b>FITNESS EQUIPMENT</b></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>						

2010 FEB 22 AM 11:42  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **800-434-4454** DATE **2/12/10**

TITLE **PRESIDENT** FEIN **54-1751698** ADDRESS CHANGES TO BE NOTED ABOVE

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

**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).



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

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

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<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	TELEPHONE	DATE
President	800-434-4454	2/12/10
TITLE	FEN	ADDRESS CHANGES TO BE NOTED ABOVE
	54-1751698	

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 Department of Administration  
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PAGE:  
 3

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SHIP TO

DIVISION OF NATURAL RESOURCES  
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p>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.</p> <p>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.</p> <p>REV. 05/26/2009 EXHIBIT 4</p> <p>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 EXTEN 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.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>President</i>	800-434-4454	2-12-10
TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>President</i>	54-1751698	

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.

*210 LB  
WEIGHTS  
w/ Rack*

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 in or 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.	PROMAXIMA	FW-63
2	ProMaxima Manufacturing, Inc., multi-purpose bench or equal.	PROMAXIMA	FW-12A
3	ProMaxima Manufacturing, Inc. commercial use treadmill with 15" LCD television or equal.	SPORTSART	T-630
4	ProMaxima Manufacturing, Inc. light commercial elliptical with 7" LCD television or equal.	SPORTSART	E-830

CARDIO DOES COME WITH LCD  
TELEVISIONS



## 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.	340.00	340.00
2	1	ProMaxima Manufacturing, Inc., multi-purpose bench or equal.	275.00	275.00
3	2	ProMaxima Manufacturing, Inc. commercial use treadmill with 15" LCD television or equal.	3195.00	6390.00
4	1	ProMaxima Manufacturing, Inc. light commercial elliptical with 7" LCD television or equal.	3195.00	3,195.00
		<b>TOTALS</b>		10,200.00

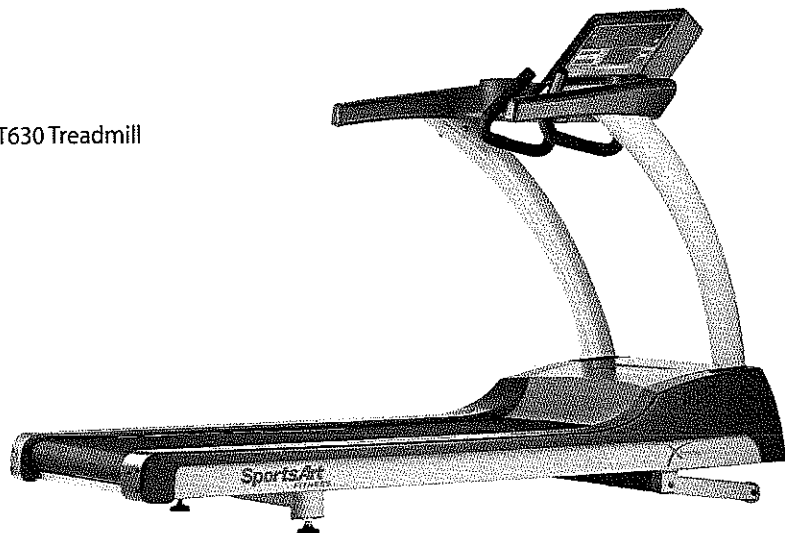
The quantities listed above are for bid evaluation purposes only.  
Actual quantities may differ.

This price includes Delivery  
& set-up

# T630 TREADMILL

## INSTITUTIONAL SERIES

T630 Treadmill



PROGRAMS
Interval (x3)
ZoneTrainer™
Fat Burn
Hill x3
Custom HR
Cardio HRC by incline or speed
Weight Loss HRC by incline or speed
Fit Test - Gerkin and Bruce
Manual
Quick Start
FEEDBACK
Calories
Distance
Time
Speed
Calories per hour
Mets
Pace
Incline
Heart Rate
Heart Rate Targets
MAX USER WEIGHT
450 lbs.
DISPLAY
Tri-color dot matrix
Numeric Keypad

ADVANCED FEATURES
Flowtec™ motor cooling/cleaning
Large 22" x 62" belt
MyFlex™ Cushioning System
PERFORMANCE FEATURES
.1-12 mph speed range
0-15% incline range
4.0 hp DC motor
HEARTRATE TOOLS
CardioAdvisor™
Telemetry Heart Rate, HRC
Contact Heart Rate
ZoneTrainer™
WEIGHT
343 lbs.
DIMENSIONS
83" x 33" x 56
COMMERCIAL WARRANTY
6 hours max usage, no fee facility
Lifetime frame
3 years parts
1 year labor
RESIDENTIAL WARRANTY
Lifetime frame and motor
Lifetime mechanical parts
7 years electronics
1 year labor

### KEY FEATURES

Tri-color dot matrix display with multiple program options

MyFlex™ deck cushioning system delivers proportional cushioning effects regardless of user weight and is so durable it has a lifetime warranty.

Large 22" x 62" belt provides ample running space and is constructed from carbon-weave, low friction material that is resistant to static build-up

FlowTec™ cooling and cleaning system protects drive motor and key electronics from dirt and heat build up

CardioAdvisor™

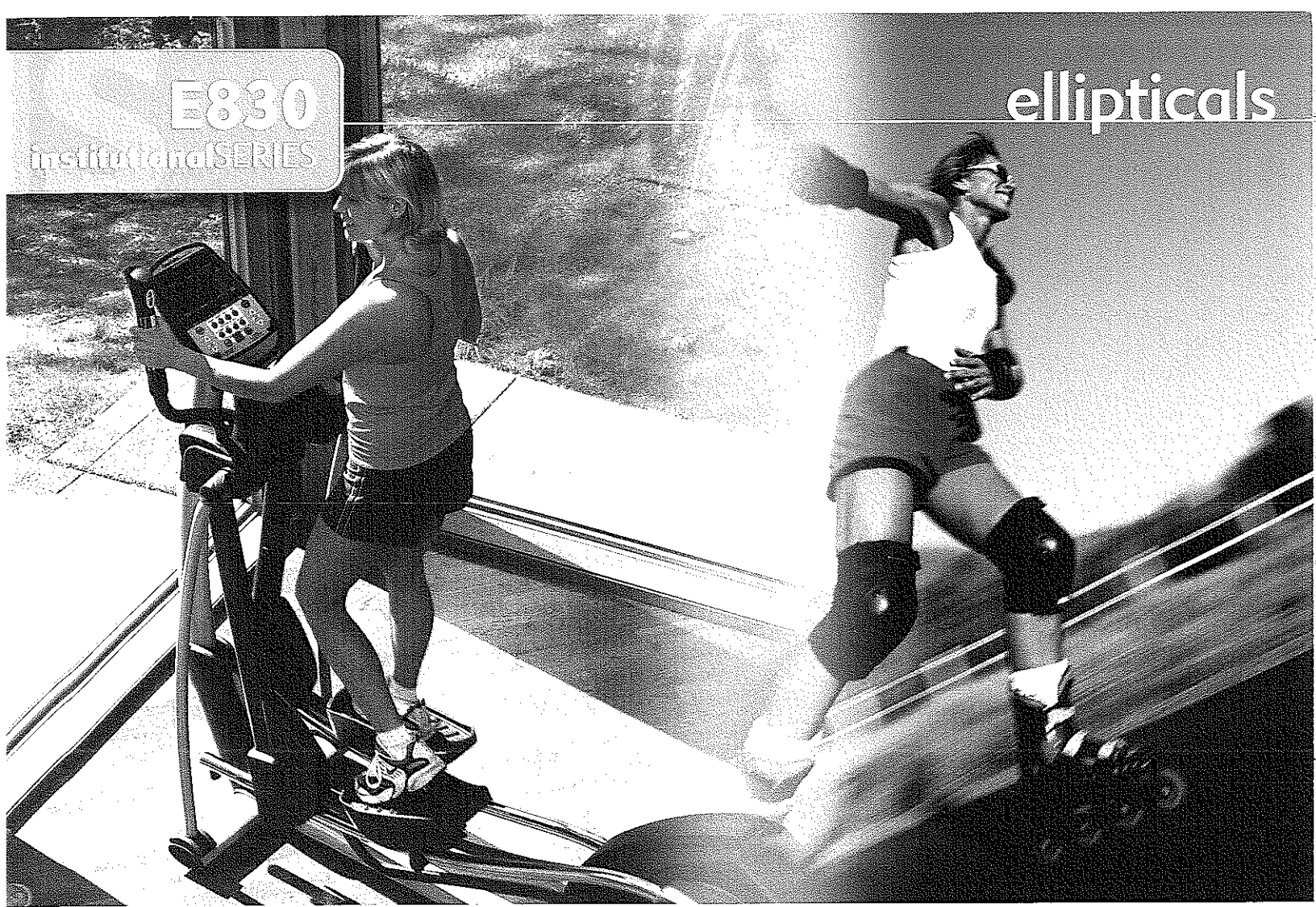


T630 features an easy to use tri-color dot matrix display featuring professionally designed programs. This visually stimulating display features CardioAdvisor™ and multiple feedback options.

E830

institutional SERIES

ellipticals



distinctive. bold.  
intelligent.

Training with **institutional**  
**SERIES** equipment from  
SportsArt Fitness is a great  
way to fuel all of life's  
adventures.



SportsArt SPORTS ART  
fuel for the fun stuff™



Residential

Commercial

Medical

About Us

Customer Service



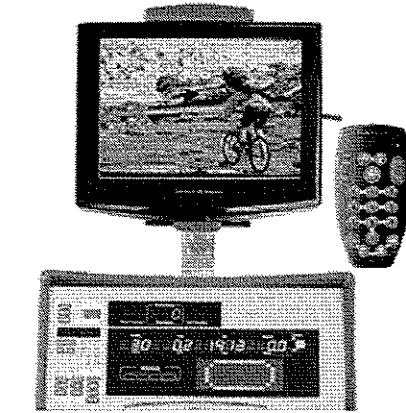
### Entertainment Solutions

Products

Market Applications

Installations

Support



Option 2: SportsArt TV Bracket + SportsArt 15" TV Screen

**CONTACT YOUR REP FOR MORE INFORMATION**

#### Option 1: Mix & Match - SportsArt TV Bracket + Screen Of Your Choice

Choose your own flat screen TV and mount it on the SportsArt TV bracket. Any flat screen TV's fit the SportsArt TV bracket. Create your own personal entertainment solution. Spend less, save money - the do-it-yourself option.

#### Option 2: SportsArt TV Bracket + SportsArt 15" TV Screen

The "traditional" cardio entertainment system: one 15" TV screen mounted on the SportsArt TV bracket and a quick-fit controller. This anti-static, shock-resistant TV screen comes with a one-year commercial warranty, has a made-to-fit power cord, and easily mounts onto the SportsArt TV bracket. This setup compares favorably to standard CardioVision and Live Entertainment offerings.\*

#### Option 3: SportsArt TV Bracket + NetPulse™ NSI Entertainment System

The best personal entertainment system for the fitness market, NetPulse™ NSI provides on demand video, music, news, workout programs, exercise tips and full iPod® functionality. Interactive, touch-screen control eliminates the need for a remote controller on fitness equipment handling. Also, since only one router is needed per facility, this advanced entertainment option actually costs less than the "traditional" entertainment option. Get more. Pay less. It's an easy, yet advanced solution. Internet connection is required.\*

#### Option 4: The Works - Complete Entertainment Solution

Step beyond personal entertainment. Move into full, designed entertainment systems, including overhead LCD TV screens, digital signals, ambient sound, personal audio/channel selectors and more. Possibilities include any size SHARP® TV screen, ceiling and wall mounts, wireless headsets...for a complete entertainment solution, for a professional consultation.\*

\*May require professional installation for an additional fee. Contact your sales representative for prices and installation details.



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Search

Site Map



Residential

Commercial

Medical

About Us

Customer Service



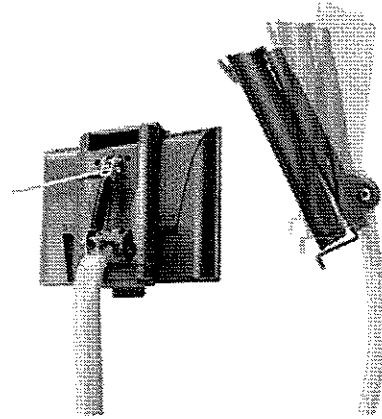
### Entertainment Solutions

Products

Market Applications

Installations

Support



Option 1: Mix & Match - SportsArt TV Bracket + Flat Screen Of Your Choice

**CONTACT YOUR REP FOR MORE INFORMATION**

#### Option 1: Mix & Match - SportsArt TV Bracket + Flat Screen Of Your Choice

Choose your own flat screen TV and mount it on the SportsArt TV bracket. Many flat screen TVs fit the SportsArt TV bracket. Create your own personal entertainment solution. Spend time, save money - the do-it-yourself option.

**Option 2: SportsArt TV Bracket + SportsArt 15" Screen**  
The "Maximal" cardio entertainment option: one 15" screen mounted on the SportsArt TV bracket, plus a quick-tilt controller. This anti-static, shock-resistant TV screen comes with a 3-year commercial warranty, a custom made-to-fit power cable, and easily mounts onto the SportsArt TV bracket. This setup compares favorably to standard CardioVision™ Mye Entertainment offerings.

**Option 3: SportsArt TV Bracket + NetPulse™ NSI Entertainment Screen**  
The best personal entertainment system in the fitness market, NetPulse™ NSI provides TV, on demand video, music, news, workout programs, exercise T.V. and full iPod functionality. Interactive, touch-screen control eliminates the need for a remote controller on fitness equipment handlebars. A single router is needed per facility, this advanced entertainment system actually costs less than the "traditional" entertainment system. Get more. Pay less. It's an easy, yet advanced, solution. Internet connection is required.\*

**Option 4: The World's Most Complete Entertainment Solution**  
Step beyond personal entertainment. Move into full, designed entertainment systems including overhead LCD TV screens, digital signage, ambient lighting, personal audio, channel selectors and more. Possibilities include 42" size SHARP® screen, ceiling and wall mounts, wireless remotes... for a complete entertainment solution, call for a professional consultation.\*

\* May require professional installation for an additional fee. Contact your sales representative for prices and installation details.



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Search

Site Map

# 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: American Fitness & Sport Supply Inc      Signed: [Signature]  
 Date: 2/12/10      Title: President

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