



2009 SEP -8 A 10: 10

PROCUREMENT DIVISION
STATE OF WV

Mr. Whittaker,

Thanks you for this opportunity to submit a quote for the Chief Logan State Park Rec. Center.

I believe we have included all the required information. We have put together a "Package" to include SportsArt Commercial Strength and Cardio Equipment, along with several pieces of Legend Strength and Troy Barbell dumbbells and plates.

The package I propose meets, and in many cases, exceeds your required specs. Legend is a leader in the industry at what we do, and included is a partial list of installations we done recently. Your pricing includes complete installation. We also offer as a free service, complete layouts for you if you desire.

I encourage to visit both of our websites, Legend and SportsArt.

Thank you again and we look forward to your response

Celebrating 30 Years!

A handwritten signature in black ink, appearing to read "Don Carter", is written over a horizontal line.

Don Carter

Legend Fitness

140 Richardson Way

Maynardville, TN 3780

Cell: 865.643.1058

Office: 865.992.7097

Fax: 865.992.7669

don@legendfitness.com

www.legendfitness.com

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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **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.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) 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.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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

**PARTIAL LIST OF OUR MOST RECENT MILITARY AND
GOVERNMENT CUSTOMERS**

Air Canada Center
Air National Guard 132 Fighter Wing
Army National Guard
Atlanta Hartsfield Jackson Airport
Bangor Community Fire Dept
Barksdale AFB
Berkeley Fire Department
Boeing Medical Clinic
Caldwell Fire Dept
Campo Border Patrol Station
Central Police Station SFPD
Champaign Fire Dept Station #5
City of Blue Ash-Police dept
City of San Luis, Fire Dept
Cleveland Fire Dept
CO 1 3rd BN, 24th Marines
Coast Guard AirSta Port Angeles
Coast Guard Sta Quillayute River
Cobb County Police Dept
Crafton Vol Fire Dept
Crafton Volunteer Fire Department
Department of Air Force
Dept of Air Force
Dept of Army/WTC
Dept of Justice
Dept of Justice SC
Dept of Navy
Dept of the Navy
Edwards AFB

Eielson AFB
Elmendorf AFB
Elmore County Sheriff's Dept
Fairfax Police Academy
FBI
FBI-Milwaukee
Federal Air Marshal Service
Federal Protective Svc Dir-10 PS
Fort Benning
Fort Bragg
Fort Hood
Fort Lewis
Fort Meade
Fort Rucker
Fort Stewart Fire Station
Fremont Police Dept
Grand Forks AFB
Joint Force Headquarters
Kissimmee Police Dept
Langley AFB
MacDill AFB
Marietta Fire Dept
Marine Corp Air Facility
Marine Corps Air Ground Combat
Marine Corps Base Camp Lejeune
Marine Forces Reserve
Marion County Fire Rescue
Morganton Department of Public
Safety
Naval Special Warfare Command
Office of Mobile Security

Officer Candidate School
Parker Fire Dept
Parker Fire District
Plain Township Fire Dept
Romeoville Fire Dept
S.C. Nat'l Guard Armory
San Jose Police Department
Scotts Air Force Base
Scotts Valley Fire Department
Shaw AFB
South Metro Fire Rescue Authority Warehouse
South Portland Police Dept
Special Forces Group (Airborne)
Sterling Heights Fire Dept
Tampa Police Dept
United States Coast Guard National Maritime
Center
US Border Patrol
US Coast Guard HQ Fitness Center
US Dept of Energy Eastern Command
US Marine Corps
US Navy, Navy Special Warfare
USAF 90th Fighter Squadron
USAF Academy
USAF Academy
USDA Forest Service
USMC MB-43 Gym
USMC Paris Island
USMC San Jose
USMC-RS Albuquerque
Washington Township Fire dept

LEGEND FITNESS · 865-992-7097



140 RICHARDSON WAY, MAYNARDVILLE TN 37807 PH:865-992-7097 FAX:865-992-7669

EQUIPMENT PROPOSAL

Date		CONTACT		Job	dnr210019
Req. Del. Date (ARO)		Tax I.D. #			

Quoted/Sold to: State of West Virginia Purchasing Division 2019 Washing Street East Post office Box 50130 Charleston, WV 25305-0130 DNR 210019	Ship to: Chief Logan State Park Logan ,WV 25601 304-792-7125	Send Invoice to:
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Description	Model #	Qty.	Unit List Price (\$)	Legend Disc Price(\$)	Extended Discount Price
<u>Legend Fitness</u>					
SportsArt T650 X-treme Series Treadmill 5.0 HP "ECO-POWER" MOTOR 22"X62" Belt w/MyFlex Cushioning System 500 lb user weight Warranty: Frame/Cushioning System Lifetime Eco-Powr Motor Lifetime	T650	4	4,999.00	\$ 3,502.67	\$ 14,010.67
SportsArt Commercial Elliptical Trainer Adjustable stride from 17" - 29" !! Total body workout 500 lb user capacity self powered 3 year parts warranty	E870	3	\$ 4,499.00	\$ 4,109.33	\$ 12,328.00
<u>SportsArt Strength selectorized</u>					
Leg Press	956	1	\$ 6,299.00	\$ 5,710.00	\$ 5,710.00
Leg Extension	957	1	\$ 3,699.00	\$ 3,176.25	\$ 3,176.25
Lying Leg Curl	958	1	\$ 3,499.00	\$ 2,953.75	\$ 2,953.75
Inner Thigh	951	1	\$ 3,699.00	\$ 3,412.50	\$ 3,412.50
Outer Thigh	952	1	\$ 3,699.00	\$ 3,412.50	\$ 3,412.50
Chest Press	915	1	\$ 3,699.00	\$ 3,123.75	\$ 3,123.75
Shoulder Press	917	1	\$ 3,499.00	\$ 3,018.75	\$ 3,018.75
Pectoral Fly	922	1	\$ 3,399.00	\$ 2,746.25	\$ 2,746.25
Lat Pulldown	926	1	\$ 2,999.00	\$ 2,493.75	\$ 2,493.75
Seated Row	918	1	\$ 2,999.00	\$ 2,560.00	\$ 2,560.00
Bicep Curl	912	1	\$ 3,199.00	\$ 2,625.00	\$ 2,625.00
Tricep Extensionj	925	1	\$ 3,199.00	\$ 2,855.00	\$ 2,855.00
Low Back Extension	932	1	\$ 3,499.00	\$ 2,808.75	\$ 2,808.75
Abdominal	931	1	\$ 3,499.00	\$ 3,150.00	\$ 3,150.00
Rotary Toro	935	1	\$ 3,699.00	\$ 2,953.75	\$ 2,953.75
<u>Legend Strength</u>					
Cable Crossover w/adjustable pulley	954	1	\$ 3,399.00	\$ 2,551.43	\$ 2,551.43
Legend Smith Machine	3124	1	\$ 2,699.00	\$ 2,065.71	\$ 2,065.71
Dip Stand	3113	1	\$ 799.00	\$ 607.14	\$ 607.14
3 Way Adjustable Bench	3103	3	\$ 599.00	\$ 468.57	\$ 1,405.71
Dumbbell Rack 2 Tier 10 Pair	3118	1	\$ 579.00	\$ 447.14	\$ 447.14
Barbell Rack	3149	1	\$ 619.00	\$ 471.43	\$ 471.43
Frame Color: Your Choice					
Pad Color: Your Choice					

Troybarbell.com

Rubber Hex Dumbbells	5-50lbs	sd-xxxx	550	\$	1.99	\$	1.21	\$	667.86
Olympic Plates 2" Rubber" Grip"		go-xxx	445	\$	1.99	\$	1.29	\$	572.14
Barbell Set 10 pair 20-110 Rubber Barbells		Straight	1	\$	699.00	\$	500.00	\$	500.00
Barbell Set 10 pair 20-110 Rubber Barbells		Curl	1	\$	699.00	\$	500.00	\$	500.00

Standard Terms and Conditions:

* Total does not include applicable sales and use taxes.

All applicable taxes are the responsibility of the purchaser.

Tax Exemption: If applicable, a copy of the tax exempt certificate is required.

50% deposit, balance due prior to shipping

Purchase order: If applicable, a copy of the signed purchase order is required.

All Unit List Prices and Extended List Prices are F.O.B. manufacturer.

These prices are subject to change after 30 days from the above date.

Delivery & Assembly are computed to be performed during regular

business hours. Any special requests by Customer necessary to

complete work, will be paid for by Customer.

Customer agrees to promptly file claim for all goods damaged in transit.

Clerical errors subject to correction

All returns are subject to a 20% restocking charge.

Credit card orders over \$2500 will be charged a 2% fee.

Equipment lease is available with approved credit.

Equipment Costs \$ 83,127.24

Equipment Total \$ 83,127.24

Freight & Installation Included \$ -
INSTALLATION \$ -

*** Total \$ 83,127.24**

Deposit \$ 41,563.62

Acceptance of Proposal: These prices, specifications and conditions are satisfactory and are hereby accepted. I am authorized to order the equipment listed above with full understanding of the payment terms.

P.O. Number:

Authorized Signature:

Requested Delivery Date:

Date of Acceptance:

CARDIO COMPARISON: SPORTSART VS. SPEC			
COMMERCIAL TREADMILLS COMPARISON			
SPECIFICATIONS	GEN SPEC	SportsArt T650	
WARRANTY			
FRAME	LIFETIME	LIFETIME	MEETS SPEC
MOTOR	5 YEARS	LIFETIME	EXCEEDS SPECS
PARTS	2 YEARS	5 YEARS	EXCEEDS SPECS
MOTOR H.P.	5	5.0 "ECO-PWR"	EXCEEDS SPEC/ \$3K ANN. SAVIN
DECK 1" COMMERCIAL		YES	"MYFLEX CUSHIONING
SPEED	.5TO 12	.1-12	LOWER STARTING POINT
ELEVATION	0-15%	0-15%	MEETS SPEC
ROLLER	3"	4"	EXCEEDS SPEC.
PROGRAMS	YES	YES	SEE BROCHURE
ENTERTAINMENT OPTION	YES	YES	MEETS SPEC
MAX USER WEIGHT	400	450LBS	EXCEEDS SPECS
DIMENSIONS	88X35X64	86X33X56	SMALLER DESIGN WITH SAME RUNNING SURFACE!
COMMERCIAL ELLIPTICAL COMPARISON			
SPECIFICATIONS	GEN SPEC	SPORTSART E870	
WARRANTY			
FRAME	LIFETIME	LIFETIME	MEETS SPEC
PARTS	5 YEARS	5 YEARS	MEETS SPEC
LABOR	2 YEAR	1 YEARS	
SELF POWERED	YES	YES	MEETS SPEC
DUAL ACTION	?	YES	MEETS SPEC
FINGERTIP CONTROLS	NO	YES	EXCEEDS SPECS
PROGRAM LEVELS	20	20	MEETS SPEC
CONTACT HEART RATE	YES	YES	MEETS SPEC
STRIDE LENGTH	18" FIXED	"ADJUSTABLE 17"-29"!	EXCEEDS SPECS
WEIGHT LIMIT	400	500LBS	EXCEEDS SPECS
MyFlex™ Cushioning	NO	YES	EXCEEDS SPECS
INTEGRATED FAN	NO	YES	EXCEEDS SPECS
READING RACK	YES	YES	MEETS SPEC
ENTERTAINMENT OPTION	YES	YES	MEETS SPEC

Chief Logan Recreation Center
FITNESS EQUIPMENT PRICING SHEET

Item No.	Quantity	Description	Unit Price	Amount
1	1	Leg Press	\$ 5710.-	\$ 5710.-
2	1	Leg Extension	\$ 3176.25	\$ 3176.25
3	1	Seated Leg Curl	\$ 2953.75	\$ 2953.75
4	1	Inner Thigh	\$ 3412.50	\$ 3412.50
5	1	Out Thigh	\$ 3412.50	\$ 3412.50
6	1	Chest Press	\$ 3123.75	3123.75
7	1	Shoulder Press	\$ 3018.75	\$ 3018.75
8	1	Pectoral Fly	\$ 2746.25	\$ 2746.25
9	1	Lateral Pulldown	\$ 2493.75	\$ 2493.75
10	1	Seated Row	\$ 2560.-	\$ 2560.-
11	1	Biceps Curl	\$ 2625.-	\$ 2625.-
12	1	Triceps Extension	\$ 2855.-	\$ 2855.-
13	1	Low Back Extension	\$ 2809.75	\$ 2809.75
14	1	Abdominal	\$ 3150.-	\$ 3150.-
15	1	Rotary Torso	\$ 2953.75	\$ 2953.75
16	1	Cable Crossover	\$ 2551.43	\$ 2551.43
17	1	Max Rack	\$ 2065.71	\$ 2065.71
18	1	Dip Unit	\$ 607.14	607.14

Chief Logan Recreation Center
FITNESS EQUIPMENT PRICING SHEET

Item No.	Quantity	Description	Unit Price	Amount
19	3	Adjustable Benches	\$469. ⁵²	\$1405. ⁷¹
20	10	Rubber Coated Hex Dumbbells 5 lb.s - 50 lbs. (5 lb. increments)	\$667. ⁹⁶	\$667. ⁹⁶
21	1	Dumbbell Rack	\$447. ¹⁴	\$447. ¹⁴
22	6	Rubber Coated Olympic Plates - 45 lb.	}	
23	2	Rubber Coated Olympic Plates - 35 lb.		
24	2	Rubber Coated Olympic Plates - 25 lb.		\$572. ¹⁴
25	4	Rubber Coated Olympic Plates - 10 lb.		
26	2	Rubber Coated Olympic Plates - 5 lb.		
27	2	Rubber Coated Olympic Plates - 2.5 lb.		
28	5	Rubber Coated Fixed Curl Bar 20 lbs. - 60 lbs. (10 lb. Increments)	\$500.-	\$500.-
29	5	Rubber Coates Fixed Straight Bar 20 lbs. - 60 lbs. (10 lb. Increments)	\$500.-	\$500.-
30	1	Fixed Bar Rack	\$471. ⁴³	\$471. ⁴³
31	4	Commercial Treadmill	\$3502. ⁶⁷	\$14010. ⁶⁷
32	3	Commercial Elliptical Trainer	\$4109. ³³	\$12328.-
TOTALS:				

WVDNR210019
 Chief Logan Recreation Center
 FITNESS EQUIPMENT LIST

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.	Equipment	Manufacturer	Model
1	Leg Press	SPORTS ART	956
2	Leg Extension	" "	957
3	Seated Leg Curl	" "	958
4	Inner Thigh	" "	951
5	Out Thigh	" "	952
6	Chest Press	" "	915
7	Shoulder Press	" "	917
8	Pectoral Fly	" "	922
9	Lat Pulldown	" "	926
10	Seated Row	" "	918
11	Biceps Curl	" "	912
12	Triceps Extension	" "	925
13	Low Back Extension	" "	932
14	Abdominal	" "	931

WVDNR210019
Chief Logan Recreation Center
FITNESS EQUIPMENT LIST

Item No.	Equipment	Manufacturer	Model
15	Rotary Torso	SPORTS ART	935
16	Cable Crossover	LEGEND FITNESS	954
17	Max Rack or equal	" "	3124
18	Dip Unit	" "	3113
19	Adjustable Benches	" "	3103
20	Rubber Coated Hex Dumbbells 5 lbs. - 50lbs. (5 lb. Increments)	TROY BARBELL	SD-XX+R
21	Dumbbell Rack	LEGEND FITNESS	3118
22	Rubber Coated Olympic Plates - 45 lb.	TROY BARBELL	60-XXX
23	Rubber Coated Olympic Plates - 35 lb.	" "	" "
24	Rubber Coated Olympic Plates - 25 lb.	" "	" "
25	Rubber Coated Olympic Plates - 10 lb.	" "	" "
26	Rubber Coated Olympic Plates - 5 lb.	" "	" "
27	Rubber Coated Olympic Plates - 2.5 lb.	" "	" "
28	Rubber Coated Fixed Curl Bar 20 lbs. - 60 lbs. (10 lb. Increments)	" "	T2B-R
29	Rubber Coated Fixed Straight Bar 20 lbs. - 60 lbs. (10 lb. Increments)	" "	T5B-R
30	Fixed Bar Rack	LEGEND FITNESS	3149
31	Commercial Treadmill	SPORTS ART	T650

WVDNR210019
Chief Logan Recreation Center
FITNESS EQUIPMENT LIST

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Item No.	Equipment	Manufacturer	Model
32	Commercial Elliptical Trainer	SPORTS ART	E870

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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 owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

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 materials, 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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>.

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.

Vendor's Name: LEGEND FITNESS / DON CARTER
Authorized Signature: [Signature] Date: 9-3-09



