

REQUEST FOR PROPOSALS (RFP)

ISSUE DATE: July 1, 2008

TITLE: Fitness Center Operations and Related Services

RFP NUMBER: DHRM08-2

ISSUING AGENCY: Commonwealth of Virginia
Department of Human Resource Management
James Monroe Building, 12th Floor
101 North 14th Street
Richmond, Virginia 23219

USING AGENCIES: Commonwealth of Virginia
Department of Human Resource Management
James Monroe Building, 12th Floor
101 North 14th Street
Richmond, Virginia 23219

PERIOD OF CONTRACT: Between September 2, 2008 and October 1, 2008 through September 1, 2009 with 4 one year renewal options

Sealed proposals for furnishing services described herein will be received subject to the conditions cited herein until 2:00 p.m., local prevailing time, July 28, 2008

All Inquiries Must Be In Writing And Should Be Directed To:

Mr. William G. Gregory
Department of Human Resource Management
James Monroe Building, 12th Floor
101 North 14th Street
Richmond, Virginia 23219
Fax Number: 804-225-2790

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS SHOWN ABOVE.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

In compliance with this Request for Proposals, and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish materials and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Date: _____

By: _____
(PRINTED NAME)

(SIGNATURE IN INK)

_____ Zip Code: _____

Title: _____

Fax Number: () _____

Telephone: () _____

PRE-PROPOSAL CONFERENCE: A **mandatory** pre proposal conference will be held on July 14, 2008 at 10:00 a.m. conference room B lobby level.

Table of Contents

Purpose	Page 4
Background	Page 4
Statement of Needs	Page 4
Proposal Preparations and Submission Requirements	Page 5
Evaluation and Award Criteria	Page 7
General Terms and Conditions	Page 8
Special Terms and Conditions	Page 15
Appendix 1 (Electronic Data Interchange EDI)	Page 17
Appendix 2 (Pricing Schedule)	Page 18
Exhibit 1 (SWAM Participation)	Page 19

I. PURPOSE

The purpose of this Request For Proposals (RFP) is to solicit proposals to establish a contract through competitive negotiation to provide fitness center equipment and related services to the Department of Human Resource Management (DHRM). The fitness center will be located on the mezzanine level in the James Monroe Building 101 N. 14th Street, Richmond VA 23219.

II. BACKGROUND

The Commonwealth of Virginia (COVA) is conducting a pilot program to test the viability of installing fitness centers in COVA buildings as part of the CommonHealth workplace wellness program. The program, now in its 23rd year, provides information and programs to state employees, their spouses and of-age dependents on a variety of subjects, including the benefits of exercise.

III. STATEMENT OF NEEDS

A. The Contractor shall furnish and set up all machines and provide all staff for a fitness center and perform related services.

1. Contractor shall be responsible for hiring, training, conducting performance reviews, providing continuing education opportunities (meetings, workshops, certifications and conferences), and disciplining and/or dismissing (and replacing) staff as necessary. Staff shall be provided Monday through Friday, 6 a.m. to 8 p.m. when state offices are open. All staff shall be certified by a national fitness organization
2. Contractor shall perform all duties normally associated with operation of a fitness center, to include but not limited to: assistance with the development of emergency procedures and testing protocols; fitness assessments; member consultations; equipment orientation, supervision, and routine inspection. Duties shall not include any medically invasive procedures that could deal with blood borne pathogens. The contractor shall not give information that could be construed as medical advice. The contractor shall not market other services/products without the Commonwealth's approval.
3. Contractor shall supply at a minimum the following exercise equipment and be responsible for its maintenance. See exhibit 2 for specifications.
 - One (1) 4' by 6' exercise mat
 - Two (2) 2' by 6' exercise mats
 - Three fitness balls.(various sizes)
 - One (1) light free weights stack
 - Two (2) heavy free weights stack
 - One (1) multi-station weight set
 - Four (4) treadmills
 - Four (4) elliptical cross trainers
 - Two (2) recumbent bikes

- Two (2) upright bikes
 - One (1) rowing machine
4. All equipment shall be new from the manufacturer, of current year design and must be in proper working order. If a piece of equipment is repeatedly out of service, the contractor shall replace in-kind. Repeatedly is defined as more than 3 times per week.

 5. Representatives of the contractor and COVA may from time to time agree to modifications or additions to the listing of services to be provided by the vendor. COVA shall be responsible for providing the fitness center space, building insurance and utilities.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS

1. RFP Response: In order to be considered for selection, Offerors should submit a complete response to this RFP. It is desired that one original, one redacted and three copies of each proposal be submitted to the Issuing Agency. The Offeror shall make no other distribution of the proposals.

2. Proposal Preparation:
 - a. An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested might result in the Issuing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Mandatory requirements are those required by law or regulations or are such that they cannot be waived and are not subject to negotiation.

 - b. All information requested by this RFP on the ownership, utilization and planned involvement of small businesses; women-owned businesses and minority-owned businesses must be submitted. If an offeror fails to submit all information requested, the Issuing Agency may require prompt submission of missing information after the receipt of the proposal.

 - c. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

 - d. Proposal should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal

should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- e. Each copy of the proposal should be bound in a single 3 ring binder where practical. All documentation submitted with the proposal should be bound in that single volume.
- f. Ownership of all data, material and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
- g. The offeror shall provide recent references from 3 corporate clients with contact names and phone numbers.

B. **SPECIFIC REQUIREMENTS:** Proposals should be as thorough and detailed as possible so that the Department of Human Resource Management (DHRM) may properly evaluate your capabilities to provide the required services. Offerors are requested to submit the following items as a complete proposal:

1. The signed cover page to this RFP, Exhibit One and all subsequent addenda, if applicable, signed and filled out as required.

2. A written narrative statement describing your proposed services and manner in which the services, as described in the Statement of Needs, will be provided.
3. All proposed equipment shall be identified showing features and capabilities.
4. The successful offeror will be required to execute a Business Associate Agreement.

C. PARTICIPATION OF SMALL, WOMEN, AND MINORITY OWNED BUSINESSES

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in state procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this contract are required. By submitting a proposal, offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in rejection of the proposal.

All information requested by this RFP on the ownership, utilization, and planned involvement of small businesses, women owned businesses, and minority owned businesses must be submitted. If an offeror fails to submit all information requested, the purchasing agency will require prompt submission of missing information after the receipt of vendor proposals in order for a non-compliant proposal to be considered.

V. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA: Proposals shall be evaluated using the following criteria

- | | |
|--|------|
| 1. Experience in providing corporate fitness centers including staff and equipment | 25 % |
| 2. SWAM Participation | 20% |
| 3. Cost | 25% |
| 4. Certification | 15% |
| 5. Methodology for providing Proposed Fitness Programs | 15% |

B. AWARD

The Department shall select two or more Offerors deemed to be fully qualified and best suited among those Offerors submitting proposals, unless the Department has made a determination in writing that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration. The selection of Offerors will be based on the evaluation factors included in this RFP. Negotiations shall be conducted with the selected Offeror(s). Price shall be considered when selecting finalists for negotiation, but shall not be the sole determining factor.

After negotiations have been conducted with each selected Offeror, the Department shall select the Offeror, which, in its opinion, has made the best proposal. The Department shall award the contract to that Offeror. The Department may cancel this RFP, or reject proposals at any time prior to an award. The Department is not required to furnish a statement of the reason why a particular Offeror was not deemed to have made the best proposal (Section 2.2-4359, Code of Virginia).

Should the Department determine in writing, and in its sole discretion, that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The contract will incorporate by reference all the requirements, terms and conditions of this RFP and the Contractor's proposal, except as either or both may be amended through negotiation. All statements and representations, written or verbal, relating to the award of this and renewal contracts must be construed to be consistent with the submission instructions.

VI. GENERAL TERMS AND CONDITIONS

- A. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official State form provided for that purpose may be cause for rejection of the proposal. Modification of or additions to the terms and conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the law of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil

Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, The Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act.

In every contract over \$10,000.00 the provisions in 1., and 2., below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or disabilities, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor exists. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an

agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia.

- G. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the statement of needs or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation, no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- I. **PAYMENT TO THE SUBCONTRACTORS:** A Contractor awarded a contract under this solicitation is hereby obligated:
 - 1. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 2. To notify the agencies and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in b. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- J. **PRECEDENCE OF TERMS:** Except for paragraphs A through J of the General Terms and Conditions, which shall apply in all instances, in the event there is a conflict between the General Terms and Conditions and any Special Terms and Conditions used in a particular procurement, the Special Terms and Conditions shall apply.
- K. **INVOICES:** Invoices for services rendered and accepted shall be submitted by the Contractor directly to DHRM for services provided. All invoices shall show a summary of the services provided.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the

ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

- M. ASSIGNMENT OF CONTRACT: This contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- N. CHANGES TO THE CONTRACT: The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- O. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.
- P. PROMPT PAYMENT OF BILLS: (Sections 2.2-4347 through 2.2-4353, Code of Virginia)
 - 1. Every State agency that acquires services or conducts any other type of contractual business with non-governmental, privately owned enterprises shall promptly pay for the completed services by the required payment date.
 - 2. Definitions – As used in this paragraph, unless the context clearly shows otherwise, the term or phrase:
 - a. "Payment date" means either (1) the date on which payment is due under the terms of a contract for provision of goods or services, or (2) if such date has not been established by contract, thirty days after receipt of a proper invoice for the amount of payment due, or thirty days after the receipt of services, whichever is later.
 - b. "State agency" means any authority, board, department, instrumentality, agency or other unit of State government.
 - 3. Separate payment dates – Separate payment dates may be specified for contracts under which services are provided in a series of partial

executions to the extent that such contract provides for separate payment for such partial execution.

4. Defect or impropriety in the invoice or services received – In instances where there is a defect or impropriety in an invoice for services received, the State agency shall notify the Contractor of the defect or impropriety within fifteen days if such defect or impropriety would prevent payment by the payment date.
5. Date of postmark is deemed to be the date payment is made – In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
6. The payment date for items in disagreement shall be 30 days after the resolution of such disagreement.

Q. OPEN RECORDS:

1. Procurement proceedings, records, contracts and orders are public records, open to the inspection of any citizen or any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act. Cost estimates relating to a proposed procurement transaction prepared by or for a State agency shall not be open to public inspection (Section 2.2-4342, Code of Virginia).
2. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiation of proposals are completed but prior to award, except in the event that the public body decides not to accept any of the proposals and to resolicit.
3. Despite the proceeding restrictions as to when Offerors and the general public may inspect proposal records, the identity of Offerors submitting proposals in the competitive negotiation process may be disclosed.
4. Any inspection of records under this paragraph shall be subject to reasonable restrictions to ensure the security and integrity of the records (Section 2.2-4342, Code of Virginia).
5. A procuring agency may make reasonable charges for the copying and search time expended in the supplying of a public request for procurement records. The charge shall not exceed the actual cost the procuring agency of supplying such records. Upon the request the procuring agency will furnish in advance an estimate of the charges for supplying procurement records (Section 2.1-342, Code of Virginia).

- R. CANCELLING OR AMENDING A SOLICITATION:** The State may cancel or withdraw a solicitation in whole or in part and reject any and all proposals at any time prior to an award (Section 2.2-4319, Code of Virginia).

- S. **POSTAGE:** All proposals should be weighed and the postage verified before mailing. The U.S. Postal Service does not deliver or return unstamped mail. Postage due mail may be delivered, but the State will not assume the responsibility for paying the amount due and may return or refuse mail.
- T. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Offeror submitting a proposal in response to a solicitation may protest the award or decision to award a contract by submitting such protest in writing no later than ten days after the award is made or the notice of intent to award is posted, whichever occurs first. The written protest must be received in the purchasing office no later than 5:00 p.m. on the tenth day. If the tenth day falls on a weekend or an official State holiday, the ten-day period expires on the next regular work day. The protest shall include the specific basis for the protest and the relief sought. The head of the purchasing office concerned shall issue a decision in writing within ten days stating the reason for the action taken. This decision shall be final unless the Offeror appeals within ten days of the written decision by invoking the agencies' appeals procedure, or institutes legal action as provided in Section 2.2-4364, Code of Virginia. If the protest of any Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such Offeror, or at such later time as provided in this section. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror.
- U. **TERMINATION FOR CONVENIENCE OF THE COMMONWEALTH:** A purchase order or contract may be terminated for the convenience of the Commonwealth by delivering to the Contractor a notice of termination specifying the extent to which performance under the purchase order or contract is terminated, and the date of termination. After receipt of a notice of termination, the Contractor must stop all work under the purchase order or contract on the date and to the extent specified. Within 120 days after receipt of the notice of termination, or such longer period as the State for good cause may allow, the Contractor must submit any termination claim. This claim will be in a form and with certifications prescribed by the purchasing office that issued the purchase order. The claim will be reviewed and forwarded with the appropriate recommendations to the requisitioning agency and/or the appropriate assistant attorney general for disposition in accordance with Section 2.1-127 of the Code of Virginia.
- V. **CLAIMS:** Contractual claims whether for money or other relief shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim must be given at the time of occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

A Contractor may not institute legal action prior to receipt of the purchasing office's decision on the claim unless that office fails to render such decision within thirty days. The decision of the purchasing office shall be final and conclusive unless the Contractor, within six months of the date of the final decision on the claim, institutes legal action as provided in Section 2.2-4364, Code of Virginia.

- W. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the issuing agency will publicly post such notice on the Issuing Agency's web site for a minimum of 10 days.
- X. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
- Y. INSURANCE COVERAGES AND LIMITS REQUIRED:
 - A. Worker's Compensation – Statutory requirements and benefits.
 - B. Employers Liability – \$100,000.
 - C. Commercial General Liability – \$1,000,000 combined single limit . Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured with respect to the services being procured.
- Z. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

- A. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a

Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.

- B. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.
- C. Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

Note: Vendors are strongly encouraged to register your company prior to submitting a bid or offer. Failure to register will result in your bid or offer being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

VII. SPECIAL TERMS AND CONDITIONS:

- A. ADVERTISING: In the event a contract is awarded for services resulting from this RFP, no indication of such services to DHRM or the Commonwealth of Virginia or any of its agencies will be used in any advertising. The Contractor shall not state in any advertising literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its services.
- B. AUDIT: The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Each agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- C. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agencies shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- D. RENEWAL OF CONTRACT: The term of this contract is one year with four(4) one year renewal options.
- E. CONTRACT REPRESENTATIVES: Both the Department and the Contractor shall appoint a contract representative who shall ensure that the

provisions of this contract are adhered to. The Department hereby appoints Rose O'Toole.

F. METHOD OF PAYMENT AND BILLING: The standard form of payment utilized by the Commonwealth is by EDI (See Appendix 1 for description). Unless a different method is agreed upon through negotiations, the contractor must complete the EDI agreements required by the Department of Accounts.

Invoices shall be submitted to the Purchasing Agency as indicated below:

Department of Human Resource Management
101 North 14th Street, 12th Floor
Richmond, VA 23219

Appendix 1

ELECTRONIC DATA EXCHANGE (EDI)

Financial Electronic Data Interchange Guide (EDI). Also found on Web location below, please note you will need Adobe Acrobat Reader Software to view this document.

<http://www.doa.state.va.us/procedures/GeneralAccounting/EDI/tradingpartnerguide.pdf>

Appendix 2

Pricing Schedule

List proposed pricing for requested services.

Exhibit One

Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ Date: _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified

small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a **(check only one below)**:

- Small Business
- Small and Women-owned Business
- Small and Minority-owned Business

Certification number: _____ Certification Date _____

Section B

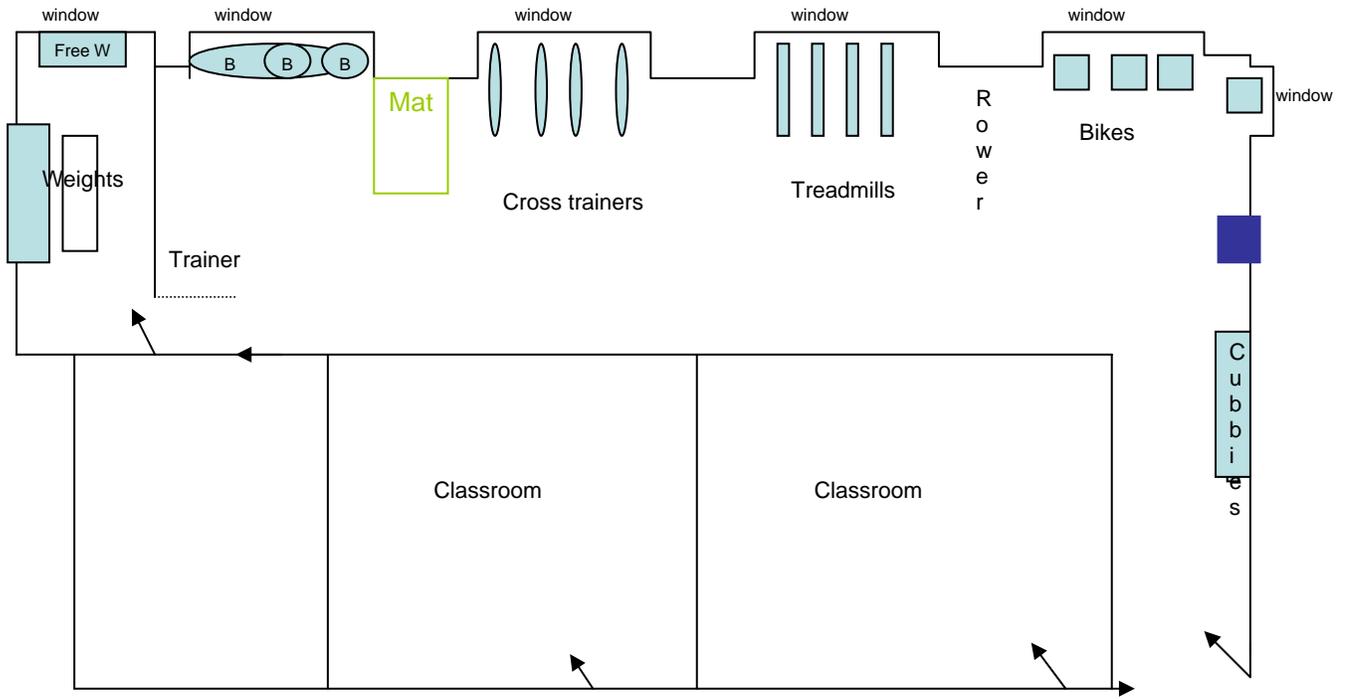
Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract

Totals \$					

Exhibit 2



Fitness Center

Equipment list

- Mats- 1 - 6x4
2 -2X6
- Stability balls (3) 
- Weights
 - free weights racks light (1) and heavy (1)
 - Multi station
- Cardio
 - Treadmills (4)
 - Elliptical cross trainers (4)
 - Bikes- recumbent (2) and upright (2)

Staffing

- 14 hours 6 a. m – 8 p. m.
- Certified with a national fitness association
- Responsible for
 - Personal training and program design
 - Mechanical maintenance of equipment
 - Safety of Fitness Center
 - Compliance with Fitness Center rules
 - Sanitation and cleanliness of Fitness Center
 - Report development, preparation and delivery

WEIGHTS

Free weights 1 light, 1 heavy

Light consists of: (14) 1lb, (12) 2lb,
(18) 3lb, (16) 5lb, (14) 8lb, (12) 10lb
Consists of: (1) MDR rack with lockable
bar



Heavy consists of
40 Inch 3-Tier Dumbbell Rack



Multi station weight



3 Mats

- (1) 6X4 medium-duty mats of solid colors, and are 5/8 inches thick.
(2) 24 IN. x 96 IN
- Exclusive 2" thick, tri-density foam padding offers the maximum in support and comfort
- Zippered vinyl covering maintains its original shape and allows for easy wipe down after use
- 3 Part Pad design with integrated nylon handles make the mats easy to carry and store

1 Rower



Adjustable (height and angle) Console has a built-in Heart Rate Monitor receiver.

Lightweight, rubber coated aluminum handle.

Level 1 - Air resistance Level 2 through 6 - Air and magnetic resistance

Console displays: Time Distance, Strokes, Calories and Heart Rate (with optional chest strap).

Sealed urethane seat for increased durability.

4 Commercial Treadmills



- Running Surface 20" x 60" (51 cm x 152 cm) Length 83" (211 cm) Width 37" (94 cm) Height 63.5" (161 cm) Unit Weight 425 lbs (193 kg) Step-up Height 11" (28cm)
- Maximum User Weight 400 lbs (181 kg)
- Multiple Workouts Manual, Quick Start Cardio,
- Display Readout Elapsed Time, Distance, Total Calories Burned, Calories Per Hour, Heart Rate, Watts, METs, Workout Profile, Custom Messaging, Speed, Incline, Distance Climbed Language Choices
- Message Center 26 character, 7-segment red LED alphanumeric message center Numeric Keypad
- Speed Range 0.5–14 mph (0.8–23 kph)
- Handlebars & Handrails Side handrails 26" (66 cm) flared reading Rack Cup Holders and Accessory Holder Welded Steel Frame, Roller Lift Wheels and Rear Levelers Networking Capabilities: CSAFE-Ready, Attachable TV System iPod® Capability

Optional: built in fan and TV

4 elliptical cross trainers



- Maximum User Weight 350 lbs
- 18" stride length,
- **Oversized Pedals:** Allow users to adjust foot position and narrow pedal spacing minimizes lateral hip shifting to reduce lower back stress.
- **Heart Rate Monitoring:**
- **DVD/CD/iPod/Laptop Compatibility:**
- **Motivating Workout Variety:** Manual quick start
- **Interval Workouts**
- **Display Readout** Elapsed Time, Distance, Total Calories Burned, Calories Per Hour, Heart Rate, Watts, METs, Workout Profile, Resistance Level, Speed Language Choices
- **Display Type- LED** Alphanumeric message center workout profile and lower level time/level display Numeric Keypad

Optional: built in fan and TV

2 Upright Bike



- Maximum User Weight 400 lbs

Key Features

- **Motivating Workout Variety:** Workouts automatically adjust the resistance level to keep users in their target heart rate zone. Also includes goal-based workouts, Fitness Test protocols, and the machine-prompting Aerobics Trainer Workout to keep users motivated.
- **Self-Powered**
- **DVD/CD/iPod/Laptop Compatibility**
- **Reliable Belt-Drive System**
- **Ergonomic contour-molded back support and seat**
- **Heart Rate Monitoring**
- **Display Readout** Elapsed Time, Distance, Total Calories Burned, Calories Per Hour, Heart Rate, Watts, METs, Workout Profile, Resistance Level, RPM Language Choices

Optional: built in fan and TV

2 Recumbent Bikes

- Maximum User Weight 400 lbs

Key Features

- **Motivating Workout Variety:** Workouts automatically adjust the resistance level to keep users in their target heart rate zone. Also includes goal-based workouts, Fitness Test protocols, and the machine-prompting Aerobics Trainer Workout to keep users motivated.
- **Self-Powered**
- **DVD/CD/iPod/Laptop Compatibility**
- **Reliable Belt-Drive System**
- **Ergonomic contour-molded back support and seat**
- **Heart Rate Monitoring**
- **Display Readout** Elapsed Time, Distance, Total Calories Burned, Calories Per Hour, Heart Rate, Watts, METs, Workout Profile, Resistance Level, RPM Language Choices

Optional: built in fan and TV

