



# City of Roanoke Invitation for Bid

Date: March 5, 2008

Bid Number: <b>08-02-13</b>		Bid Opening Date: March 18, 2008		
<b>EXERCISE EQUIPMENT</b>		Bid Opening Time: <b>2:00 p.m.</b>		
Legal Name of Bidder:				
Mailing Address:				
Terms:				
Delivery:				
Phone:		Fax:		E-mail:
Acknowledge each addendum received:	# Date	# Date	# Date	# Date
Printed name of authorized person submitting Bid:				
Signature:			Date:	
Issued by:	City of Roanoke Purchasing Division Noel C. Taylor Municipal Building 215 Church Ave SW, Room 202 Roanoke, VA 24011		Toni Thomas, CPPB, VCO Buyer Phone: 540-853-2871 Fax: 540-853-1513 Email: toni.thomas@roanokeva.gov	

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH BASED ORGANIZATIONS

**No Bid may be withdrawn within a period of sixty (60) days after Bid opening except for clerical errors, as set forth in part (i) of Section 2.2-4330(A), Virginia Code, 1950, as amended.**

**The City reserves the right to cancel or reject any or all Bids and to waive any informalities in any Bid.**

This Invitation for Bid consists of these parts:

1. All Sections of the Invitation for Bid.
2. Bid Form (Attachment A).
3. Terms and Conditions (Attachment B).

**CITY OF ROANOKE, VIRGINIA  
INVITATION FOR BID NO. 08-02-13**

**SECTION 1. PURPOSE.**

The purpose of this Invitation for Bid (IFB) is for the procurement and delivery of fully assembled exercise equipment for the City of Roanoke Police Department as specified herein.

The City of Roanoke invites any qualified Bidder to respond to this IFB by submitting a Bid for such work, service, and/or items consistent with the terms and conditions herein set forth.

**SECTION 2. NOT USED.**

**SECTION 3. SERVICES AND/OR ITEMS REQUIRED.**

A description and/or listing of the services and/or items that the Successful Bidder the term "Successful Bidder" includes all Bidders to whom an award may be made will be required to provide to the City under this IFB are those that are set forth below and/or referred to in any way in the sample contract, any terms and conditions, and/or any attachments referred to in this IFB. Each Bidder should carefully read and review all such documents.

**SECTION 4. NOT USED.**

**SECTION 5. TERM OF CONTRACT OR TIME OF PERFORMANCE.**

The time of performance for any resultant Purchase Order is as follows: Time of performance shall be immediately following the issuance of a Purchase Order by the City to Successful Bidder. Delivery date shall be clearing marked on page one (1) of this IFB.

**SECTION 6. PAYMENT FOR SERVICES.**

Payment(s) to the Successful Bidder shall be made in accordance with the provisions of the resultant Contract or purchase order, subject to final approval by the City.

**SECTION 7. GENERAL INSTRUCTIONS TO BIDDERS.**

- A. Sealed Bids, to be considered, must be received by the City of Roanoke in the Purchasing Division, 215 Church Avenue, S.W., Noel C. Taylor Municipal Building, Room 202, Roanoke, Virginia 24011, at or before 2:00 p.m., local time, on March 18, 2008 at which time all Bids received will be publicly opened and read. Bids received after 2:00 p.m. will not be accepted or considered. The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the Bids. The IFB and related documents may be obtained during normal business hours from the Purchasing Division (540) 853-2871, or from the City web site at [www.roanokeva.gov/purchasing](http://www.roanokeva.gov/purchasing) ... Current Bid Request.

The sealed envelope shall be clearly marked on the front of that envelope with the notation and completed information as follow:

**“Sealed Bid Number: 08-02-13 Opening Date: March 18, 2008 and Time: 2:00pm”**

**FAXED OR E-MAILED BIDS ARE NOT ACCEPTABLE.**

- B. **If you download this IFB from the City website, and intend to submit a Bid, you must notify Purchasing that you should be added to the list of entities having received a copy of the IFB and want to receive any addenda issued. The City is not responsible for any IFB obtained from any source other than the City, and may not accept Bids from those who download this IFB and fail to notify the City of their intent to submit a Bid. Contact Purchasing by phone at 540.853.2871, by fax at 540.853.1513 or by email at [toni.thomas@roanokeva.gov](mailto:toni.thomas@roanokeva.gov).**
- C. Payment terms and delivery date(s) must be shown on the submitted Bid, if applicable.
- D. All Bids are to be submitted in accordance with all terms, conditions, rules, regulations, requirements and specifications identified in and by this IFB.
- E. Bids are to be on the Form as provided with or as otherwise specified in this IFB. If a Bid Form is provided, no changes are to be made to the Bid Form. Any changes to Bid amounts must be initialed.
- F. All Bids shall be signed by a person on behalf of the responding Bidder who is appropriately authorized to do so. The printed name of that authorized person should be shown as well. Any Bid submitted should be in the complete legal name of the Bidder responding. No Bid will be considered from any Bidder not properly licensed as may be required by law.
- G. Bids that have been appropriately opened cannot be changed, adjusted, corrected or modified in any way other than complete withdrawal. The City’s procedures for withdrawal of bids (whether construction or other than construction) is that set forth in Code of Virginia, §2.2-4330(A)(i), which allows withdrawal of a Bid due to an error such as an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid. Withdrawal must be requested within two days of the Bid opening by delivering to the City original work papers, documents, and materials used in preparation of the Bid.
- H. All Bids, appropriately received, will be evaluated by considering the requirements set forth in the IFB, the quality, workmanship, economy of operation, suitability for intended purpose, delivery, payment terms and price of product or service being requested in this Bid.
- I. Bids are to be submitted on the type, brand, make, and/or kind of product and/or service requested or its approved equal, to be solely determined by the City, unless otherwise specified. Should a Bid be for a product and/or service as an equal, the name, make, model and type of that which is being Bid must be clearly stated. The Bid must also be accompanied by descriptive literature of the product or service Bid to allow for evaluation.

Failure to provide this information may result in the Bid being considered non-responsive and may not be considered.

- J. If an award is made for the item(s) and/or services requested, a notice of award will be made which will be posted to a file in the City's Purchasing Division, Room 202, telephone no. 540-853-2871, and notification of such award will be made available for Public view in the lobby of the Noel C. Taylor Municipal Building, 215 Church Ave., S.W., Roanoke, VA. 24011. Purchase Orders, when awarded to the Successful Bidder, will be issued and sent to the address shown on the Bidder's Bid response. Upon completion of the Purchase Order, payment will be made only to the Successful Bidder at the address as shown on the Purchase Order. If the remittance address is other than the address on the Bid, it must be clearly noted and explained in the Bid. Purchase Order(s) will be paid only when the items and/or services have been supplied to and approved by the City.
- K. All items, identified in this IFB, are to be quoted and provided **F.O.B. DESTINATION-INSIDE DELIVERY**, unless otherwise stated in this IFB. All furniture items, if any, are to be put together and set in place.
- L. The City reserves the right to cancel this IFB or reject any or all Bids, to waive any informalities in any Bid and to purchase any whole or part of the items and/ or services listed in the IFB.
- M. Each Bidder is to notify in writing the Purchasing Division if any of Bidder's owners, officers, employees, or agents, or their immediate family members, is currently or has been in the past year, an employee of the City of Roanoke or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom. If so, please provide the Purchasing Division with the complete name and address of each such person and their connection to the City of Roanoke. Each Bidder is advised that the Ethics in Public Contracting and Conflicts of Interests Act of the Code of Virginia, as set forth in this IFB, apply to this IFB. Such information should be provided in writing before the Bid opening date or may also be provided with the Bid response.
- N. **The attention of each Bidder is directed to VA Code Sections 54.1-1100 et seq. which requires certain licenses for contractors, tradesmen and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Each Bidder shall so state on the Bid Form, or in its response, if no Bid Form is provided, whether it has a VA license under such sections and, if so, the type of license and/or license number. Failure to include this information may result in the Bid being rejected as non-responsive.**
- O. **Bid Submittals shall include:**
1. **Page 1, Invitation for Bid**
  2. **Pages 9 and 10, The Bid Form (Unit Cost shall include all labor, material, delivery costs, overhead and profit.)**
- Failure to do so may result in the Bid being determined as non-responsive.**

Questions or concerns may be addressed by contacting the Purchasing Division at (540) 853-2871.

Reply To:

**City of Roanoke Purchasing Division  
Noel C. Taylor Municipal Building  
215 Church Avenue SW, Room 202  
Roanoke, Virginia 24011**

- P. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this IFB.
- Q. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this IFB.
- R. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the City Procurement Manual, apply to this IFB, unless specifically modified herein. The City's Procurement Manual can be reviewed at the Purchasing office.
- S. The City may request additional information, clarification, or presentations from any of the Bidders after review of the Bids received.
- T. The City is not liable for any costs incurred by any Bidder in connection with this IFB or any response by any Bidder to this IFB. The expenses incurred by a Bidder in the preparation, submission, and presentation of the Bid are the sole responsibility of the Bidder and may not be charged to the City.
- U. General and/or technical questions regarding the Scope of Services and/or items required, or procurement questions under this IFB may be directed to Toni Thomas, Buyer, at 540-853-2871, or faxed to 540-853-1513.
- V. Each Bidder is required to state if it has ever been debarred by any federal, state, or local government. If so, please give the details of each such matter and include this information with Bidder's response.

#### **SECTION 8. MISCELLANEOUS.**

- A. Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the IFB shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. The trade secrets or proprietary information submitted by the Bidder shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. **However, the Bidder must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.** The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason

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 may result in REJECTION of the Bid.

- B. Any interpretation, correction, or change of the IFB will be made by an addendum. Interpretations, corrections or changes of this IFB made in any other manner will not be binding and Bidders must not rely upon such interpretations, corrections, or changes. The City of Roanoke Purchasing Division will issue Addenda. Addenda will be faxed or mailed to all who are listed as having received the IFB package.
- C. No Bidder shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- D. The City may make investigations to determine the ability of the Bidder to perform the work and/or provide the services and/or items as described in this IFB. The City of Roanoke reserves the right to reject any Bid if the Bidder fails to satisfy the City of Roanoke that it is qualified to carry out the obligations and requirements requested in this IFB.
- E. The Successful Bidder must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- F. The Successful Bidder must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- G. It is the policy of the City of Roanoke to maximize participation by minority and women owned and small business enterprises in all aspects of City contracting opportunities.
- H. The Successful Bidder shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations.
- I. Providers of any outside services and/or items shall be subject to the same conditions and requirements as the Successful Bidder in regards to law, code, or regulation compliance. The City reserves the right of approval for any subcontract work, including the costs thereof.

## **SECTION 9. EVALUATION FOR LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.**

To determine the lowest responsive and responsible Bidder with respect to this Bid, the following factors, among such others as will protect and preserve the interest of the City may be considered:

- A. Total extended Bid price as set forth on the Bid Form.
- B. The specified terms and discounts, if any, of the Bid;
- C. The ability, capacity and skill of the Bidder to perform the contract and/or provide the services and/or items required;
- D. Whether the Bidder can perform the Contract and/or perform the services and/or provide the items promptly, or within the time specified, without delay or interference;
- E. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- F. The quality of performance on previous contracts or services;

- G. The previous and existing compliance by the Bidder with laws and ordinances relating to other contracts, purchase orders, items and/or services provided by Bidder in other matters.
- H. The equipment and facilities available to the Bidder to perform the Contract and/or provide the services and/or items requested in the IFB;
- I. The sufficiency of the financial resources and ability of the Bidder to perform the Contract and/or provide the services and/or items requested in the IFB;.
- J. The quality, availability, and adaptability of the supplies, materials, equipment and/or services the Bidder can provide for the particular use and/or work requested in the IFB;
- K. The ability of the Bidder to provide future maintenance, parts, and service for the items requested in the IFB;

#### **SECTION 10. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.**

Successful Bidder, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by successful Bidder, or any of its subcontractors, under any resultant Contract. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this IFB, but shall include workers' compensation coverage regardless of the number of employees, unless otherwise approved by the City's Risk Manager.

#### **SECTION 11. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.**

If the Bid by the lowest responsive and responsible Bidder exceeds available funds, the City reserves the right to negotiate with the apparent low Bidder pursuant to §2.2-4318 Code of Virginia. The conditions and procedures under which such negotiation may be undertaken are that the appropriate City officials shall determine that the lowest responsive and responsible Bid exceeds available funds and notify such Bidder in writing of its desire to negotiate. Thereafter, negotiations with the apparent low Bidder may be held to obtain a contract within available funds involving discussions of reduction of quantity, quality, or other cost saving mechanisms. Any such negotiated contract shall be subject to final approval of the City, in the sole discretion of the City.

#### **SECTION 12. BID AWARD.**

If an award of a Contract/Purchase Order is made, it will be made to the lowest responsive and responsible Bidder and notice of the award or the intent to award will be made by posting a notice of such award or announcement in the foyer area of the 2<sup>nd</sup> Floor of the Noel C. Taylor Municipal Building at 215 Church Avenue, S.W., Roanoke, Virginia 24011.

#### **SECTION 13. FAITH BASED ORGANIZATIONS.**

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

#### **SECTION 14. HOLD HARMLESS AND INDEMNITY.**

Successful Bidder shall indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Successful Bidder's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on

or near City's property or arising in any way out of or resulting from any of the work or items to be provided under the Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Successful Bidder agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of the Contract.

#### **SECTION 15. PROTESTS.**

Any Bidder who wishes to protest or object to any award made or other decisions Pursuant to this IFB may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section.

#### **SECTION 16. NOT USED.**

#### **SECTION 17. INFORMATION ON CONTRACT/PURCHASE ORDER TO BE AWARDED.**

The Terms and Conditions marked as Attachment B to IFB No. 08-02-13 contains Terms and Conditions that the City plans to include in any contract/purchase order that may be awarded, but such Terms and Conditions may be added to, deleted, or modified as may be agreed to between the City and the Successful Bidder. However, if a Bidder has any objections to any of the Terms or Conditions set forth in the such Attachment or any changes or additions thereto that the Bidder wants to discuss before submitting a bid, the Bidder should set forth such objections, changes, or additions in written correspondence to the Purchasing Division at least five (5) days before the bid opening date for this IFB. Otherwise, submission of a bid by a Bidder will obligate such Bidder, if it is the Successful Bidder, to enter into a contract/purchase order containing the same or substantially similar Terms and Conditions as contained in such Attachment, and to comply with such Terms and Conditions. Also, such Terms and Conditions, together with the requirements of this IFB, shall be deemed to be a part of any resultant Contract/Purchase Order that may be issued by the City to the Successful Bidder.

**IFB #08-02-13 POLICE EXERCISE EQUIPMENT**

**BID FORM**

<b>Descriptions</b>	<b>Unit Cost</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Extended Cost</b>
Promaxima Roman Chair Hyper-Extension, Item# FW-40		<b>1</b>	<b>Unit</b>	
Promaxima Adjustable Cable Crossover, Item# P-122c		<b>1</b>	<b>Unit</b>	
Promaxima Combo Lat with Low Row, Item# P-154		<b>1</b>	<b>Unit</b>	
Promaxima Smith Machine with Llinear Bearings and Counter Balance, Item# P-134		<b>1</b>	<b>Unit</b>	
Promaxima Adjustable Incline/Decline Bench, Item# FW-68		<b>2</b>	<b>Unit</b>	
Promaxima Unilateral Wide Chest Press, Item# PL-82		<b>1</b>	<b>Unit</b>	
Promaxima Preacher Curl Bench, Item# FW-22		<b>1</b>	<b>Unit</b>	
Promaxima Three Way Hip Sled, Item# FW-9		<b>1</b>	<b>Unit</b>	
Promaxima T-Bar Row, Item# FW-18		<b>1</b>	<b>Unit</b>	
Promaxima Combo Seated Leg Extension/Leg Curl, Item# P-151		<b>1</b>	<b>Unit</b>	
Promaxima Standing Calf Machine, Item# FW-6		<b>1</b>	<b>Unit</b>	
Promaxima Three Tier Dumbbell rack, Item# FW-58		<b>1</b>	<b>Unit</b>	
CAP Barbells Olympic Trap Bar, 56 inches long		<b>1</b>	<b>Unit</b>	
CAP Barbells Olympic Curl Bar		<b>1</b>	<b>Unit</b>	
CAP Barbells Olympic Power Bar		<b>5</b>	<b>Unit</b>	
CAP Barbells Olympic Weight Plates 100lb		<b>2</b>	<b>Unit</b>	
CAP Barbells Olympic Weight Plates 45lb		<b>24</b>	<b>Unit</b>	
CAP Barbells Olympic Weight Plates 35lb		<b>24</b>	<b>Unit</b>	
CAP Barbells Olympic Weight Plates 25lb		<b>24</b>	<b>Unit</b>	
CAP Barbells Olympic Weigh Plates 10lb		<b>24</b>	<b>Unit</b>	
CAP Barbells Rubber Dumbbells 5 pound – 135 pound in 5 pound increments to fit in 3 tier rack above		<b>1</b>	<b>Set</b>	
TDS Heavy Bag Complete set, Item# C-8055		<b>1</b>	<b>Unit</b>	
Nautilus Fixed Stride Elliptical, Item# E916		<b>1</b>	<b>Unit</b>	
Stairmaster 4600Cl Cordless Free climber Exercise System		<b>1</b>	<b>Unit</b>	

**Brand Name or Equal (Equivalent)** – The brand names used above, has been used to convey the general style, type, character and quality of the article desired. **Unless otherwise provided in the IFB the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand or manufacturer named.** Any article which the City, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended shall be accepted.

Pricing shall include all standard manufacturer warranties, assembly, delivery, and shall be set in place.

**Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the bid, or irregularities of any kind, may be rejected by the City as being nonresponsive. No changes are to be made to the Bid Form. Any changes to a Bid Amount must be initialed by the person signing the Bid Form.**

The attention of each Bidder is directed to VA Code sections 54.1-1100, et seq. which requires certain licenses for contractors, tradesmen, and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Complete the following:

Bidder \_\_\_ does have \_\_\_ does not have a Virginia Contractor’s License. (Check appropriate block)

If Bidder has a Virginia Contractor’s License, circle the class Bidder has and list the number. Licensed “Class A”, “Class B”, or “Class C” Virginia Contractor Number \_\_\_\_\_

If Bidder has another type of Virginia License, please list the type and number:

Type of license \_\_\_\_\_ and number: \_\_\_\_\_.

Bidder is a \_\_\_ resident or \_\_\_ nonresident of Virginia. (Check appropriate blank. See VA Code Sections 54.1-1100, et seq.

The undersigned hereby agrees, if this Bid is accepted by the City, to provide the services and/or items in accordance with this Invitation for Bid and to execute a contract for such services and/or items.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title