



**TOWN OF LEESBURG, VIRGINIA
INVITATION FOR BID
IFB NO. 100415-FY12-02**

FITNESS EQUIPMENT MAINTENANCE

Issue Date: March 14, 2012

Due Date: April 11, 2012, 3:00 PM

Technical Contact: Jeremy Payne
Recreation & Events Manager
703-737-7151

Purchasing Contact: Kathy S. Elgin, CPPO
Chief Procurement Officer
kelgin@leesburgva.gov

NOTICE OF ADDENDA: Any addenda to this IFB will be posted on the Town's bid board and will only be emailed to those firms who have REGISTERED on this site. It is the firm's responsibility to provide a correct email address, and to be aware of any addenda.

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I. GENERAL INFORMATION

The Town of Leesburg is requesting sealed bids from qualified firms to provide regular, routine maintenance and emergency repairs to the equipment at the Ida Lee Recreation Center.

II. SCOPE OF SERVICES

Regularly Scheduled Maintenance: The successful contractor will maintain the fitness equipment described below located at the Ida Lee Park Recreation Center in accordance with the manufacturer's recommended schedule of regular maintenance.

Emergency Repairs: Emergency repairs are to be authorized by the Fitness Supervisor or his designee. Hourly rates shall be provided by contractor.

Response Time: The contractor must be able to respond to emergency maintenance within 24 hours of the service call. It is imperative that equipment be returned to operating status in the least amount of time possible.

Contract Term: The resulting contract will be for one year from the date of execution. This contract has an option to renew for up to three additional one-year periods upon mutual agreement of both parties.

Equipment List:

- 19 Life Fitness 95T treadmills
- 8 Life Fitness 95r bikes
- 6 Life Fitness 95c bikes
- 6 Precor EFX 556i Ellipticals
- 5 Precor EFX 546i Ellipticals
- 2 Stairmaster 4600 PT Free Climbers
- 2 Stairmaster 7000 PT StepMills
- 2 Concept II Indoor Rowers
- 4 Precor AMT 100i
- 24 Keiser M3 spin bikes
- 12 pieces Cybex selectorized strength equipment
- 20 pieces of Magnum selectorized strength equipment

III. SUBMITTAL INSTRUCTIONS

SUBMISSION: Two (2) copies of your bid must be received by the Division of Procurement by the date and time listed on the cover page of this IFB. The face of the container must be completely and properly identified with the IFB number and title and the time and date of opening. An agent duly authorized to bind the firm in a contract shall sign the bid in the name of the Bidder. Bids may be mailed or hand delivered to: Town of Leesburg, ATTN: Kathy Elgin, CPO, 25 W. Market St., Leesburg, VA 20176.

LATE BIDS - It is the responsibility of the Bidder to insure that the proposal arrives on time and at the proper location. Late proposals will not be considered.

IV. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. REJECTION OF PROPOSALS - The Town reserves the right to reject any or all proposals, to waive any informality in any proposals or reject any item or combination of items.
2. CONTRACT EXECUTION - In the event that the Bidder to whom the proposal is awarded does not execute a contract within 30 days after the award of proposal, the Town may give notice to such Bidder of intent to award the proposal to the next most qualified Bidder, or to call for new proposals, and may proceed accordingly.

The contents of the proposal submitted by the successful firm and this IFB shall become part of any contract awarded as a result of these specifications. The successful firm shall be expected to sign a contract with the Town, a copy of which is enclosed. Any exceptions to this contract must be clearly noted in your proposal.

3. INQUIRIES - All inquiries concerning this IFB must be directed, **in writing** via email to Bidquestions@leesburgva.gov at least 5 days prior to the advertised due date.
4. UNDERSTANDING OF IFB - Bidders shall thoroughly examine and be familiar with the IFB. The failure or omission of any Bidder to receive or examine this document shall in no way relieve any Bidder of obligations with respect to this proposal or the subsequent contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph.
5. ASSIGNMENT OF CONTRACT - The firm is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this contract or its rights, title or interest therein or its power to execute such contract or its rights, title or interest therein or its power to execute such contract to any other person, company or corporation without the consent and approval in writing by the Town.
6. EXCEPTIONS TO RFP – Bidders taking exception to any part or section of this IFB shall clearly indicate such exceptions in their proposal. Failure to indicate any exceptions shall be interpreted as the Bidder’s intent to fully comply with the IFB as written. Conditional or qualified proposals are subject to rejection in whole or in part.
7. LAWS AND REGULATIONS – It shall be understood and agreed that any contract awarded on this proposal shall comply fully with all local, state and federal laws and regulations. Any litigation arising from this contract will be conducted in a court within the Commonwealth of Virginia.

SCC - Bidder must provide their identification number issued by the State Corporation Commission on the Bid Form. The Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Sections 13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or

registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract shall become void.

8. **COLLUSION AMONG BIDDERS** – More than one proposal from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that an Bidder has an interest in more than one proposal for the work contemplated will cause rejection of all proposals in which the Bidder is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the Bidders. Participants in such collusion may not be considered in future proposals for the same work. Each Bidder, by submitting a proposal and the attached RFP Submission Form, certifies that it is not a party to any collusive action.
9. **TOWN EMPLOYEES** – No employee of the Town of Leesburg, Virginia, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.
10. **QUALIFICATION OF BIDDERS** – Each Bidder may be required, before the award of any contract, to show to the complete satisfaction of the Evaluation Team that it has the necessary facilities, abilities, and financial resources to furnish the service or material specified herein in a satisfactory manner, and the Bidder may also be required to show past history and reference which will enable the Evaluation Team to be satisfied as to the Bidder's qualifications. Failure to qualify according to the foregoing requirements will justify proposal rejection.
11. **LIABILITY** – The successful Bidder will not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the successful Bidder that make performance impossible or illegal, unless otherwise specified in the agreement.
12. **RELATION TO TOWN** – It is the intent of the parties hereto that the successful Bidder shall be considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the town and that these bodies shall be at no time legally responsible for any negligence on the part of said successful Bidder, its servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.
13. **EXPENSES INCURRED IN PREPARING PROPOSAL** – The town accepts no responsibility for any expense incurred in the proposal preparation and presentation. Such expenses are to be borne exclusively by the Bidder.
14. **BIDDER RESPONSIBILITY** – Before submitting a proposal, each Bidder shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Before submitting a proposal, each Bidder shall make all investigations and examinations necessary to verify any representations made by the Town that the Bidder will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such

investigations and examinations will relieve the successful Bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful Bidder.

- 15. **PROTEST OF AWARD OR DECISION TO AWARD** – An Bidder may protest an award or decision to award a contract under procedures as set forth in the Town of Leesburg Procurement Policy.
- 16. **ETHICS IN PUBLIC CONTRACTING** – The Bidder agrees that it will adhere to Article 6 – “Ethics in Public Contracting” requirements set forth in the Virginia Code Section 2.2-4367 thru 2.2-4377 of the VPPA.
- 17. **INSURANCE REQUIREMENTS** – Any vendor or contractor engaged to perform work on Town property shall not start work until they have obtained and provided at a minimum, proof of the insurance required below. Additionally the contractor shall not allow any subcontractor to commence work until all similar insurance required of the Subcontractor has been obtained.

These certificates must be forwarded to the Purchasing Office BEFORE Purchase Order will be issued.

Insurance Requirements:

Workers Compensation Statutory Worker's Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements.

Bodily Injury	\$2,000,000 each person
	\$2,000,000 each occurrence

Property Damage	
Automobile	\$2,000,000 each accident
General Liability	\$2,000,000 each accident
	\$2,000,000 per occurrence

*Notice of cancellation must be on insurance certificate- No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty day written notice to the Purchasing Officer. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all work and payments until the new certificate is furnished.

*The Town must be named as an additional insured. This proof must be in the form of a copy of the endorsement to your policy.

- 18. **Business, Professional, and Occupational License (BPOL)** –Town Code, Leesburg, VA, Sec. 17-163, license requirement.
 - 1. Every person engaging in the Town in any business, trade, profession, occupation or calling (collectively hereinafter "a business") as defined in this

article, unless otherwise exempted by law, shall apply for a license for each such business if:

- a. Such person maintains a definite place of business in the Town of Leesburg;
- b. Such person does not maintain a definite office anywhere but does maintain an abode in the Town, which abode for the purposes of this article shall be deemed a definite place of business; or
- c. There is no definite place of business but such person operates amusement machines, is engaged as a peddler or itinerant merchant, carnival or circus as specified in § 58.1-3717, 3718 or 3728, respectively of the Code of Virginia, or is a contractor subject to § 58.1-3715 of the Code of Virginia, or is a public service corporation subject to § 58.1-3731 of the Code of Virginia. A separate license shall be required for each definite place of business.

2. A person engaged in two or more businesses or professions carried on at the same place of business may elect to obtain one license for all such businesses and professions if all of the following criteria are satisfied: (i) each business or profession is licensable at the location and has satisfied any requirements imposed by state law or other provisions of the articles [Code] of the Town of Leesburg; (ii) all of the businesses or professions are subject to the same tax rate, or, if subject to different tax rates the licensee agrees to be taxed on all businesses and professions at the highest rate; and (iii) the taxpayer agrees to supply such information as the assessor may require concerning the nature of the several businesses and their gross receipts.

19. **EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED** – Every contract in excess of \$10,000 shall include the following provisions:

- a. During the performance of a contract, the Contractor shall agree that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability or any other basis prohibited by federal or state law relating to discrimination in employment in the solicitation and award of public contracts except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that he will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that he will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that he is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- b. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

20. FAITH BASED ORGANIZATIONS – The Town of Leesburg does not discriminate against faith-based organizations.
21. USE BY OTHER LOCALITIES
- a. Bidders are advised that the resultant contract may be extended, with the authorization of the Bidder, to other public bodies or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The Town of Leesburg acts only as the “Contracting Agent” for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid.
 - b. It is the Contractor's responsibility to notify the public body(s) of the availability of the contract.
 - c. Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.
 - d. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of the public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
 - e. The Town of Leesburg shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that Public Body by the Contractor.
22. DRUG FREE WORKPLACE - Drug-free workplace to be maintained by contractor; required contract provisions. All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a

contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

23. **TERMINATION BY TOWN WITHOUT CAUSE** - The Town may terminate this Contract for any reason upon ten (10) days notice and upon payment of any and all sums already earned under the terms of Paragraphs numbered 4 and 5 of this Contract and reasonable expenses incurred in reliance upon the Contract.

BID FORM

IFB No. – 100415-FY12-02 FITNESS EQUIPMENT MAINTENANCE

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____

Address _____

Contact Person _____ Title _____

Telephone No. _____ Fax No. _____ Email _____

Organized under the laws of the State of _____

Principal place of business at _____

Federal Id Number _____ Registered Agent _____

State Corp. Commission Registration No. _____ (attach Certificate of Good Standing)

List the names and addresses of all persons having ownership of 3% or more in the company:

Name Address

The Town of Leesburg requests, as a matter of policy, that any consultant or firm receiving a contract of award resulting from a formal solicitation issued by the Town shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

SECTION II – EMPLOYEES NOT TO BENEFIT - I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of the Town of Leesburg, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

SECTION III – CONFLICTS OF INTEREST - This solicitation is subject to the provisions of VA Code Ann. Section 2.1-639.2 et seq., the State and Local Government Conflict of Interests Act. The Offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION IV – COLLUSION - I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and federal law and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my company.

Signature _____

Date _____

Name (Printed) _____

Title _____

BIDDER MUST RETURN THIS FORM WITH BID



**BID FORM
PRICING PAGE 1**

Remit to: Town of Leesburg
25 W. Market Street
Leesburg, VA 20176

INVITATION FOR BID
This is not a contract
Submit quotation on this form

Subject: Fitness Equipment Maintenance

Bid Due Date: April 11
2012, 3:00 PM

IFB NO. 100415-FY12-02

Bidder Information:

Payment Terms: _____ % _____ No of Days or _____ NET 30 Days

Instruction to Bidders: Quote lowest possible price and best delivery on the items or services listed below. Advise what discount, if any, will be allowed for payment within a specified time. Terms and delivery date must be specified. Complete all items.

Fitness equipment maintenance at the Ida Lee Park Recreation Center. Maintenance to be performed in accordance with the manufacturer's recommended schedule of regular maintenance. Emergency Response is within 24 hours of the service call.	Hourly Rate	Annual Cost (Total hrs per group of machines times hrly rate times the visits per year)
<ul style="list-style-type: none"> • 19 Life Fitness 95T treadmills _____ No. of maintenance visits per year. _____ Hours per machine per visit X 19 = _____. 	_____.	_____.
<ul style="list-style-type: none"> • 8 Life Fitness 95r bikes _____ No. of maintenance visits per year. _____ Hours per machine per visit X 8 = _____. 	_____.	_____.
<ul style="list-style-type: none"> • 6 Life Fitness 95c bikes _____ No. of maintenance visits per year. _____ Hours per machine per visit X 6 = _____. 	_____.	_____.
<ul style="list-style-type: none"> • 5 Precor EFX 546i Elliptical _____ No. of maintenance visits per year. _____ Hours per machine per visit X 5 = _____. 	_____.	_____.
<ul style="list-style-type: none"> • 6 Precor EFX 556i Elliptical _____ No. of maintenance visits per year. _____ Hours per machine per visit X 6 = _____. 	_____.	_____.
<ul style="list-style-type: none"> • 2 Stairmaster 4600 PT Free Climbers _____ No. of maintenance visits per year. _____ Hours per machine per visit X 1 = _____. 	_____.	_____.
<ul style="list-style-type: none"> • 2 Stairmaster 7000 PT Step Mills _____ No. of maintenance visits per year. _____ Hours per machine per visit X 2 = _____. 	_____.	_____.
<ul style="list-style-type: none"> • 2 Concept II Indoor Rowers _____ No. of maintenance visits per year. _____ Hours per machine per visit X 2 = _____. 	_____.	_____.

**BID FORM – PRICING PAGE
PAGE 2**

Hourly Rate	Annual Cost (Total hours per group of machines times hourly rate times visits per year)
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<ul style="list-style-type: none"> • 4 Precor AMT 100i _____ No. of maintenance visits per year. _____ Hours per machine per visit X 4 = _____. • 22 Star Trac V-Bikes _____ No. of maintenance visits per year. _____ Hours per machine per visit X 22= _____. • 12 pieces of Cybex Selectorized Strength Equipment _____ No. of maintenance visits per year. _____ Hours for all machines per visit. • 20 pieces of Magnum Strength Equipment _____ No. of maintenance visits per year. _____ Hours for all machines per visit. • Emergency response hourly rate for repairs outside of normal equipment maintenance. • Travel charge for emergency response (if applicable). <p>Required Attachments:</p> <ul style="list-style-type: none"> • References (i.e., satisfaction of customers) along with names, addresses, and telephone numbers for whom comparable services have been provided. • Qualifications and experience of the individual that shall be directly involved in the delivery of services to the town throughout the contract. • Exceptions to the specifications. <p>BPOL License No. _____.</p>				
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<p>Bidder guarantees product or services offered will meet or exceed specifications identified in this Invitation for Bid, subject to all conditions stated herein and on the attached sheets.</p> <p>By _____, Title _____, Date _____.</p>		
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MAINTENANCE SCHEDULE – In accordance with the manufacturers recommended schedule of regular maintenance.

Key: I = Inspect, C = Clean, L = Lube, A= Adjust, R = As released				
Item	Monthly	Quarterly	Biannually	Annually
Life Fitness 95T Treadmills				
Display Console Assembly				
Hardware		I		
Update software	R			
Handlebar Assembly				
Hardware			I	
Ergo Front Handlebar			I	
Side Hand Rails			I	
Frame Assembly				
Hardware			I	
Motor Electronic Compartment		C		
Drive Belt			I	
Drive belt anti-static bracket		I		
Anti-static cords		I		
Leg Levelers		I		
Front Roller			I	
Rear Roller			I	
Side Step Area		I		
Striding Belt Centered	I			
StepMill 7000				
Poly-V belt	I			
Step chain assembly	L, I	C, L, I		
Drive chain	L, I	C, L, I		
Step hinges	L			
Bearing plate		C, L, I		
StairMaster Freeclimbers				
Drive and step chains	I, C	L		
Step chain connection points		C, L		
Spring pulley shafts		C, L		
Pedal shafts		C, L		
Leveling arm pins		C, L		
Pedal arm springs	I, C			
Pedal arm shafts		C, L		
Battery		I		
Belts		I		
Heart rate sensors	I			
Lifefitness 95r Bikes				
Display console	I			
Console mounting bolts			I	
Update software	R			
Accessory tray	I			
Frame				I
Plastic covers	I			
Heart rate sensors	I			
Pedals	I			
Crank arm	I			

Crank arm bearing	I			
Main drive system		I,C		
Item	Monthly	Quarterly	Biannually	Annually
Precor Ellipticals				
Lift Motor drive screw		I,C,L		
Input belt tension		I,A		
Diagnostics		I		
Update software	R			
Speed sensor function		I,A		
Lift Ramp		I		
Power Cord		I		
Concept II Rowers				
Chain	I, C, L			
Chain-handle connection	I			
Shock cord	I			
Socket screws	I			
Arm joints	I			
Flywheel	I, C, L			
Batteries				Replace
Keiser M3 Spin Bike				
Retorque crank arms and pedals to 35 ft lbs.	I, A			
Wax areas most in contact with sweat	I, C, L			
Posts	I, L			
Check computer for low battery indicator	I			
Lubricate T-handle threads used on adjustments	I, L			
Calibrate display console	I, A			
Precor AMT				
Lift Motor drive screw		I,C,L		
Input belt tension		I,A		
Diagnostics		I		
Update software	R			
Speed sensor function		I,A		
Lift Ramp		I		
Power Cord		I		
Magnum Strength Equipment				
Welds		I		
Cables/Belts		I		
Pads		I		
Cybox Strength Equipment				
Welds		I		
Cables/Belts		I		
Pads		I		