



July 11, 2025

Shepherd University is soliciting proposals to purchase weight room equipment for the new Multipurpose building being constructed on the Shepherd University campus. The anticipated completion date of the building is June 2026 with delivery and installation of the equipment to occur during this time frame to ensure completion of the building.

Attached, please find the University's Request for Proposal No. SU26-01. Please note that all responses are due no later than 4:00 PM local time on Thursday, July 31, 2025 to:

Shepherd University Procurement Services
L18A Ikenberry Hall
301 N King Street
PO Box 5000
Shepherdstown WV 25443

If you have any questions please email me at dlangfor@shepherd.edu. Thank you for your interest in Shepherd University.

Debra Langford
Executive Director of Procurement



REQUEST FOR PROPOSALS

for

MULTIPURPOSE BUILDING WEIGHT ROOM EQUIPMENT AND INSTALLATION OF EQUIPMENT

Issued by:

Shepherd University
Procurement Services

July 2025

SECTION 1-INSTRUCTIONS TO PROPOSERS

1.1 SCOPE OF WORK

Shepherd University is soliciting proposals to purchase weight room equipment for the new Multipurpose Building being constructed on the Shepherd University campus. The anticipated completion date of the building is June 2026 with delivery and installation of the equipment to occur during this time frame to ensure completion of the building.

1.2 PROPOSAL SUBMISSION

Sealed proposals shall be enclosed in a sealed envelope and shall be identified as a "Request for Proposals" including the RFP SU26-01, and the RFP opening time (4:00) and date (July 31, 2025). The vendor, by making a proposal, represents that: (a) the vendor has read and understands the RFP terms and conditions, and the proposal is made in accordance therewith; and (b) the proposal is based upon the merchandise specified or an acceptable equivalent.

The envelope shall be addressed to Shepherd University Procurement Services, L18A Ikenberry Hall, PO Box 5000, Shepherdstown WV 25443 if sending regular mail. If sending express mail, please address to Shepherd University Procurement Services, L18A Ikenberry Hall, 308 N Princess Street, Shepherdstown, WV 25443, (304) 876-5236. The proposal must be submitted on or before July 31, 2025 at 4:00 PM, local time.

Proposals received after the time and date for the proposal opening will be returned unopened. The vendor shall assume full responsibility for timely delivery at the location designated for receipt of proposals. Oral, telephonic, facsimile, or telegraphic proposals are invalid and will not receive consideration.

The proposal must be signed by such individual or individuals who have full authority from the vendor to enter into a binding contract on behalf of the vendor so that a contract may be established as a result of acceptance of the proposal submitted. By reference, the terms and conditions set forth in the Request for Proposal shall serve as the contract terms and conditions. No other terms and conditions will apply unless submitted as a part of the proposal response and accepted by the University.

The proposal price shall include everything for the vendor to provide the merchandise on the Proposal Form including the equipment identified, installation of the equipment, and training on the equipment. In the event of a discrepancy between the unit price and the total price, the unit price will govern and the total price will be adjusted accordingly.

1.3 OFFER ACCEPTANCE PERIOD

Proposal (offer) shall remain in effect for a minimum period of ninety (90) calendar days from the proposal opening date unless otherwise indicated and is irrevocable.

1.4 PROPOSAL COPIES

One signed original and completed Request for Proposals, and five (5) copies shall be submitted to the University. It is requested that the proposal also be submitted on a USB thumb drive.

1.5 REQUEST FOR PROPOSAL SCHEDULE

July 11, 2025:	Request for Proposal is issued
July 11-23, 2025:	Question Time Period Questions to be submitted to dlangfor@shepherd.edu
July 31, 2025:	Proposal Due at 4:00 PM
August 22, 2025:	Evaluation Complete
September 26, 2025:	Purchase Order issued for Equipment
June 2026:	Installation of Equipment in the Multipurpose Building

1.6 INQUIRIES

Communications with employees of Shepherd University or with other representatives of the State concerning this request by the proposer or on their behalf of the proposer, except as specified below would not be appropriate during the submission and selection processes. **Failure to comply with this requirement may disqualify a proposer.**

All inquiries concerning this request shall be submitted in writing to:

Shepherd University Procurement Services
L18A Ikenberry Hall
PO Box 5000
Shepherdstown, WV 25443
Attn: Debra Langford, Executive Director
DLangfor@shepherd.edu

Vendors should consider Procurement Services as the first and prime point of contact on all matters related to the procedures associated with this RFP. If additional information is needed from any source, Procurement Services will work with the vendor and the various offices of the University to gather that information.

The Department of Procurement Services can also be reached by:

Telephone: (304) 876-5216

Facsimile: (304) 876-5001

However, no substantive information will be provided to proposers verbally or on an individualized basis.

1.7 INTERPRETATION, CORRECTIONS, OR CHANGES IN RFP

Any interpretation, correction or change in the RFP will be made by formal addendum by the University. Interpretation, corrections, or changes to the RFP allegedly made in any other manner will not be binding, and no proposer may rely upon any such interpretation, correction or change.

1.8 MODIFICATION OR WITHDRAWAL OF PROPOSAL

At any time prior to the specified time and date set for receipt of proposals, a proposal submitted may be modified or withdrawn by notice to the party receiving proposals at the place designated for receipt of proposals. Such notice shall be in writing over the signature of the proposer with authority as set forth under paragraph 1.2 above and shall be received prior to the designated time and date for receipt of proposals. A modification shall be worded so as not to reveal the amount of the original proposal.

1.9 ERASURES AND INTERLINEATIONS

Erasures, interlineations, or other changes in the proposal must be initialed by the person(s) signing the proposal.

1.10 ACKNOWLEDGMENT OF AMENDMENTS OF RFP

Receipt of an addendum to this RFP must be acknowledged by a proposer on the Proposer Response Certificate (Attachment A). This RFP and all Addenda are posted on the University at the following URL:

<https://www.shepherd.edu/procurement/current-bids>

1.11 NON-FUNDING

All service performed or goods delivered under this contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.

1.12 TAX EXEMPTION

The State of West Virginia, the Higher Education Policy Commission, and the Shepherd University Governing Board are exempt from federal and state taxes and will not pay or reimburse such taxes.

1.13 REJECTION OF PROPOSALS

The University expressly reserves the right to reject any or all proposals, reissue a Request for Proposals, and to waive informalities, or minor irregularities and discrepancies.

1.14 VENDOR REGISTRATION

Prior to any award for purchases exceeding \$25,000 or an open-end contract, the apparent successful proposer must be properly registered with the West Virginia Department of Administration, Purchasing Division, and have paid the required vendor registration fee. At this time, the registration fee is \$125.00. Proposers are encouraged to not pay this fee until such time that they are notified by Shepherd University of intent to award contract.

1.15 AWARD OF CONTRACT

The award shall be made by the University to the responsible vendor(s) whose proposal will be most advantageous to the University with respect to price, conformance to the specifications, quality and other factors as evaluated by the University. The University is not required or constrained to award the contract to the proposer proposing the lowest price. All proposals are governed by West Virginia Code and the Procedural Rules of the Governing Board having jurisdiction.

Shepherd University has the option and may award multiple vendors for the equipment to ensure the best equipment is obtained for the institution. This new building will be a catalyst for the Shepherd University campus and the Shepherd University Athletics Program. Therefore, award of the equipment will be made in regards to what is in the best interest of Shepherd University.

The University may make awards on the basis of initial offers received, without discussion; therefore, each initial offer should contain the proposer's best terms from a cost and technical standpoint.

1.16 TRADE SECRETS

If the response contains any trade secrets that should not be disclosed to the public or used by the University for any purpose other than evaluation of your proposal, the top of each sheet of such information must be marked with the following legend:

“CONFIDENTIAL INFORMATION”

Failure to do so generally eliminates the Proposer's opportunity to assert that the document is exempt from disclosure.

All information submitted as part of the proposal must be open to the public inspection (except items marked as trade secrets and considered trade secrets pursuant to the State of West Virginia laws after the award has been made). Should a request be made of the University for information that has been reasonably designated as confidential by the Proposer and, on the basis of that designation the University denies the request for information, the Proposer may be required to initiate or act as a third party in litigation, to itself defend against such disclosure.

1.17 PROPOSAL PRICE

The prices submitted in the proposal shall include everything necessary for the completion of the contracted services including, but not limited to, furnishing all materials and all management, supervision, labor and service, removal of debris that equipment is shipped in, and any other service that ensures that the equipment purchased and installed is ready for use in facility except as may be provided otherwise in the Proposal. In the event of discrepancy between the unit prices and their extensions, the total price will be adjusted accordingly. In the event of discrepancy between the sum of the extended total prices, the Total Proposal Price will be adjusted accordingly.

The University may reject an offer if it is materially unbalanced as to process for the basic requirements. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices, which are significantly overstated for other work.

1.18 PAYMENTS

Payments for service will be made in arrears only upon receipt of a proper invoice, detailing the goods and services provided. Any language imposing any interest or charges due to late payment is deleted.

1.19 OWNERSHIP OF ALL PROPOSAL DOCUMENTATION

Ownership of all data, material and documentation originated and prepared for the University pursuant to the RFP shall belong exclusively to the University and may be subject to public inspection in accordance with the West Virginia Freedom of Information Act.

1.20 CONFLICT OF INTEREST

By signing the proposal, the vendor affirms that it and its officers, members and employees have no actual or potential conflict of interest, beyond the conflicts disclosed in its proposal. Vendor will not acquire any interest, direct or indirect, that would conflict or compromise in any manner or degree with the performance of its services under this contract. If any potential conflict is later discovered or if one arises, the vendor must disclose it to the University promptly.

A proposal will not be considered for award, or may be disqualified, if the price in the proposal was not arrived at independently, without collusion, consultation, communication or agreement as to any matter relating to such prices with any other offer, or with any competitor, or with any improper source of information.

1.21 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information which are designated confidential by the University and not otherwise subject to disclosure, and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor using the same level of care in preventing unauthorized disclosure or use of the confidential information that the Contractor takes to protect its own information of a similar nature, but in no event, less than reasonable care. The Contractor shall not be required under the provision of this clause to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

SECTION 2-INSTRUCTIONS FOR PREPARING PROPOSAL

2.1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2.2, RFP Response Outline. Paragraph 2.2 outlines the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the proposal response.

2.2 RFP RESPONSE OUTLINE

- A. Response Sheet: The Proposer Response Certification, Attachment A, shall be attached to the front of the proposal and shall contain proposers certification of the submission. It shall be signed by an official who has full authority to enter into a contract.
- B. Background and History: Describe the Proposer's Background and History, its age, organization, officers or partners, number of employees and operating policies which would affect this contract (Attachment B).
- C. Price Submission: Section 3 will provide information regarding the equipment pricing and descriptive literature that provides the specifications, a picture and other information related to the equipment being proposed.
- D. References: Proposer shall provide at least three (3) references from a medium volume health club or a fitness facility in a higher education institution or other similar background where such products have been provided. Please include organization, contact name, title, telephone number, and email address.
- E. Design Services for Installation of Equipment: Attachment E provides two floor plans for the space that the equipment is to be installed. The floorplan was developed to determine space allocation for the building as a whole. One floor plan has an open space on the right space of the room and the other plan provides a turf zone for athletes to perform sprints. Both options are being considered at this time. The proposer is to take the two floorplans and provide a best solution for the equipment being proposed in their solution with the identified number of equipment in each proposed solution. This information will need to be provided in Attachment E.
- F. Vendor Exceptions: Describe any exceptions to the terms and conditions contained within this document. Add comments about the project of concern to the vendor (if any) in Attachment F.

- G. Purchasing Affidavit: The Purchasing Affidavit (Attachment G), is a certification indicating that the proposer submitting a proposal does not owe any debt to the State of West Virginia.
- H. Problem Resolutions: Please describe the actions that will be taken to resolve issues related to new, broken fitness equipment, issues related to damage that may occur while installation services are being performed, and any other issues that may arise that must be resolved expeditiously due to the time of the installation of the equipment.

SECTION 3-TECHNICAL SPECIFICATIONS

3.1 FITNESS EQUIPMENT AND SERVICES REQUESTED

Shepherd University is soliciting proposals to purchase weight room equipment for the new Multipurpose building being constructed on the Shepherd University campus. The anticipated completion date of the building is June 2026 with delivery and installation of the equipment to occur during this time frame to ensure completion of the building.

Shepherd University is soliciting equipment with brand specifications. Equivalent equipment will be considered but must meet or exceed the performance specifications of the equipment identified as this multipurpose building will be the site of many sports teams training. Different quantities of equipment are also being requested. Quantities that will be ordered will be dependent upon the pricing, pricing, space allocation, design services proposed in the submission, and funding allocated for this purpose and other factors. Therefore, it is imperative that the proposer provides the best offer when submitting the proposal.

3.2 SPECIFICATIONS OF NEW EQUIPMENT AND QUANTITY

The specifications and quantities of the new equipment for the Multipurpose Building is identified below.

1. Rogue HR-2 Half Rack (Single)

2x3" 11-gauge steel base and 48" x 49" footprint with an additional pair of 3x3" 11-gauge steel uprights and 17" crossmembers in the back of the unit. This gives the rack a huge amount of additional storage capacity and almost a foot and a half of inside depth for benching, rack pulls, and more. The Half Rack also offers a range of customizable options to best suit your needs—including the optional plate storage and pin/pipe safety sets, and a selection of different heights for the uprights themselves (90" or 108" for the front; 70" or 90" for the back).

• Quantity: Twelve (12) each \$ _____/each

Total for Twelve (12) \$ _____

• Quantity: Thirteen (13) each \$ _____/each

Total for Thirteen (13) \$ _____

- Quantity: Fourteen (14) each \$ _____/each
Total for Fourteen (14) \$ _____
- Quantity: Fifteen (15) each \$ _____/each
Total for Fifteen (15) \$ _____
- Quantity: Sixteen (16) each \$ _____/each
Total for Sixteen (16) \$ _____

2. Pro 100 EXP Power Block Dumbbell Sets

- Weight Range: 5 - 100 lbs.
- Pairs of Dumbbells Replaced: 30
- Warranty: 5 year limited warranty – residential use only
- Dimensions (Length x Width x Height): 19.21 in x 7.63 in x 7.72 in
- Finish: Black Urethane
- Grip Length: 4.88"
- Grip Material: Contoured TPR or Knurled Stainless Steel Grip
- Grip Diameter: 38mm
- Pin: Magnetic Selector Pin
- Adjustable Dumbbell Weight Increments: 2.5 or 5 lbs
- Selectable Weights lbs:

- Quantity: Twelve (12) each \$ _____/each
• Total for Twelve (12) \$ _____
- Quantity: Thirteen (13) each \$ _____/each
• Total for Thirteen (13) \$ _____
- Quantity: Fourteen (14) each \$ _____/each
• Total for Fourteen (14) \$ _____

- Quantity: Fifteen (15) each \$ _____/each
- Total for Fifteen (15) \$ _____

- Quantity: Sixteen (16) each \$ _____/each
- Total for Sixteen (16) \$ _____

3. Rogue Adjustable Bench 3.0

3x3" 11-gauge steel frame, an expanded range of incline and seat positions, and an efficient bolt-together design. This retractable unit also now includes a built-in upright storage stand (with rubber padding at the base for stability and floor protection) and our new premium textured foam pad.

Equipped with 10 back pad positions (from 0 to 85 degrees) and 3 seat settings (0, 15, and 30 degrees).

- Quantity: Twelve (12) each \$ _____/each
Total for Twelve (12) \$ _____

- Quantity: Thirteen (13) each \$ _____/each
Total for Thirteen (13) \$ _____

- Quantity: Fourteen (14) each \$ _____/each
Total for Fourteen (14) \$ _____

- Quantity: Fifteen (15) each \$ _____/each
Total for Fifteen (15) \$ _____

- Quantity: Sixteen (16) each \$ _____/each
Total for Sixteen (16) \$ _____

4. Rogue Ohio Bar Stainless Steel Black

200K PSI tensile strength shaft, dual knurl marks for Olympic and Powerlifting. Stainless steel shaft.

- Quantity: Twelve (12) each \$ _____/each
Total for Twelve (12) \$ _____
- Quantity: Thirteen (13) each \$ _____/each
Total for Thirteen (13) \$ _____
- Quantity: Fourteen (14) each \$ _____/each
Total for Fourteen (14) \$ _____
- Quantity: Fifteen (15) each \$ _____/each
Total for Fifteen (15) \$ _____
- Quantity: Sixteen (16) each \$ _____/each
Total for Sixteen (16) \$ _____

5. Rogue Weight Plates 45 Lb. (10 per Rack)

- Quantity: Twelve (12) each \$ _____/each
• Total for Twelve (12) \$ _____
- Quantity: Thirteen (13) each \$ _____/each
• Total for Thirteen (13) \$ _____
- Quantity: Fourteen (14) each \$ _____/each
• Total for Fourteen (14) \$ _____

• Quantity: Fifteen (15) each \$ _____/each

• Total for Fifteen (15) \$ _____

• Quantity: Sixteen (16) each \$ _____/each

• Total for Sixteen (16) \$ _____

6. Rogue Weight Plates 25 Lb. (4 per Rack)

• Quantity: Twelve (12) each \$ _____/each

Total for Twelve (12) \$ _____

• Quantity: Thirteen (13) each \$ _____/each

Total for Thirteen (13) \$ _____

• Quantity: Fourteen (14) each \$ _____/each

Total for Fourteen (14) \$ _____

• Quantity: Fifteen (15) each \$ _____/each

Total for Fifteen (15) \$ _____

• Quantity: Sixteen (16) each \$ _____/each

Total for Sixteen (16) \$ _____

7. Rogue Weight Plates 10 Lb. (4 per Rack)

• Quantity: Twelve (12) each \$ _____/each

Total for Twelve (12) \$ _____

• Quantity: Thirteen (13) each \$ _____/each

Total for Thirteen (13) \$ _____

- Quantity: Fourteen (14) each \$ _____/each
Total for Fourteen (14) \$ _____
- Quantity: Fifteen (15) each \$ _____/each
Total for Fifteen (15) \$ _____
- Quantity: Sixteen (16) each \$ _____/each
Total for Sixteen (16) \$ _____

8. Rogue Weight Plates 5/2.5 lb (8 (4 ea) per rack)

- Quantity: Twelve (12) each \$ _____/each
Total for Twelve (12) \$ _____
- Quantity: Thirteen (13) each \$ _____/each
Total for Thirteen (13) \$ _____
- Quantity: Fourteen (14) each \$ _____/each
Total for Fourteen (14) \$ _____
- Quantity: Fifteen (15) each \$ _____/each
Total for Fifteen (15) Each \$ _____
- Quantity: Sixteen (16) each \$ _____/each
Total for Sixteen (16) \$ _____

9. Versa Versaclimber SM-Magnetic

- Quantity: One (1) each \$ _____/each

10. Assault Runner Pro Curve Treadmill

Solid Steel Frame & Handrails

Corrosion-Resistant Hardware

Round Tubular Upright Structure

Max User Weight: 350 lb

Drivetrain System: 100 Precision Ball Bearings with 12 Roller Guides

Belt Lifetime: 150,000 Miles

Color: Black w/ Black Accents

- Quantity: Two (2) each \$ _____/each

Total for Two (2) \$ _____

11. Concept 2 RowERGModel Pro Rower

Nickel-plated steel chain

Monitor PM5

Power Requirement takes two D cell batteries

Maximum User Weight 500 lb (227 kg) as tested

Constructed of Aluminum frame. Standard legs: aluminum front legs, steel rear legs; tall legs: steel front and rear legs.

Monitor Arm Pivots for storage and to adjust monitor height

Color Scheme Black

- Quantity: One (1) each \$ _____/each

12. Rogue Echo Bike Version 3

LCD console that not only tracks intervals, distance, calories burned, heart rate, and more, but also now features Bluetooth / ANT+ compatibility, allowing users to connect to various cycling apps for even more performance feedback. Contains a quiet, belt-driven steel fan blade that provides a consistent ride and a re-positioned seat adjustment knob, enables quick changes between different athletes with no snags or interference. Capability to accept a Heart Rate input from a chest strap, wrist strap or other device that will transmit that signal using either ANT+ or BLE (Bluetooth Low Energy). Warranty to be free from defects in material and workmanship for a period of two years from the date of purchase when the product is used under normal uses and conditions.

- Quantity: Two (2) each \$ _____/each

Total for Two (2) \$ _____

13. Concept 2 BikeERG

Seat Height Approximate Seat to Pedal range:

Standard BikeErg: 31–40.5 in (79–103 cm)

Monitor PM5

Maximum User Weight 350 lbs / 159 kg

Crank Length 170 mm

Drive Polygroove belts with self-tensioning system

Power Requirement-PM5 takes two D cell batteries

Construction Welded aluminum frame. Steel feet.

- Quantity: Two (2) each \$ _____/each

Total for Two (2) \$ _____

14. Concept 2 SkiERG

Monitor PM5

Power Requirement-two D cell batteries.

Frame Aluminum

Color Scheme Black

Cord High strength synthetic drive cord

Space Recommendations

Wall Mounted:

Width at bottom: 19 in (48.3 cm)

Width at top: 20.5 in (52 cm)

Depth: 16 in (40.6 cm)

Height: 85 in (216 cm)

- Quantity: One (1) each \$ _____/each

15. Rogue Foam Plyo Boxes

Foam Plyobox Full Set

Heights available: 6", 12", 20", and 24", and the ability to stack the boxes

Ultra-dense foam core with softer foam on all 6 sides

Covered with heavy duty vinyl

Large hook and loop strips on all 4 sides ensure the boxes will not slip when stacked

- Quantity: Two (2) each \$ _____/each

Total for Two (2) \$ _____

16. Rogue 9 Bar Holder

Vertical barbell holder is a compact floor unit that contains nine DOM steel tubes (drawn over mandrel) secured within two laser-cut sheets of 7-gauge steel. Because DOM tubing is noted for a smooth internal finish free from burrs and weld spatter, they're ideal for protecting the sleeves of your barbells from unnecessary scratches. 18"x18" in size the vertical, sleeve-first storage design keeps your bars out of the way.

- Quantity: Two (2) each \$ _____/each

Total for Two (2) \$ _____

17. Rogue Monster Rhino Belt Squat Stand Alone

The freestanding Rhino Belt Squat requires no separate rack/rig for set-up, as the system includes a pair of 53.925" steel legs for mounting and two angled 3x3" front feet for platform stability. This compact unit can be set up in garage gyms, low-ceiling home gyms, or full-scale facilities, offering athletes the ability to get many of the lower body training benefits of squats and other workouts without putting unnecessary stress on the shoulders or lower back. 3x3" arms and crossmembers, a 3x6" weight trolley tower, and a 0.25" braided cable for raising/lowering the weight trolley. When not in use, the trolley is stored on a 1" thick UHMW plastic hook, or "Rhino Horn." A diamond-tread plate platform provides steady footing, adjustable handles offer overhand and neutral grip options, and a Multi Belt (included standard) easily accommodates most waist sizes, with adjustments from 41" to 61". The entire unit (aside from the platform, handles and weight posts) is finished in our Medium Gloss Black powder coat.

- Quantity: Two (2) each \$ _____/each

Total for Two (2) \$ _____

18. Rogue Dog Sled 1.2

Power sled that is compact, tough, and versatile for pushing, pulling and speed training on almost any surface. With additional holes in the sled's skis, it's compatible with a wide range of mountable attachments. The Dog Sled comes standard with a quarter-inch steel base plate, 2x3" 11-gauge steel tubing, and a pair of 3-foot upright push bars designed to accommodate both high and low push stances.

- Quantity: Three (3) each \$ _____/each

Total for Three (3) \$ _____

19. Rogue Abram Glute-Ham Developer 2.0

Machine is a comprehensive tool for midline stabilization and the strengthening of hamstrings and glutes with a 10-slot roller assembly. The unit is manufactured from 2x3" 11-gauge steel, with a bolt-together, triangular-base design and rubber feet for maximum sturdiness through peak power output. This machine strengthens muscles within the posterior chain, but also allows one of the only safe ways to actively train your spinal erectors. GHD sit-ups also result in one of the most powerful abdominal contractions of any movement in the gym. The midline stabilization gained acts like an intrinsic weight belt protecting the spine and improving sport performance.

- Quantity: Three (3) each \$ _____/each

Total for Three (3) \$ _____

20. Titan Roman Chair Back Hyperextension

Overall Height 33-in.

Overall Width 32-in.

Overall Depth 52-in.

Adjustable Length 34-in- 43-in.

Torso Pad Dimensions 11.5-in. x 9-in. x 2-in.

Footplate Dimensions 20-in x 12.5-in.

Finish Powder-Coated Black

Material 2-in. 11-Ga Steel

Weight Capacity 250 lb.

Adjustable torso pad

Dual handlebars

Large non-slip footplate

Y-design for maximum stability

- Quantity: Three (3) each \$ _____/each

Total for Three (3) \$ _____

21. Titan Safety Squat Bar

Shaft Diameter: 38mm

Sleeve Diameter: 50mm

Overall Length: 90.5-in.

Loadable Sleeve Length: 14.75-in.

Sleeve to Sleeve Length: 59-in.

Rackable Width: 50-in.

Shoulder Pad Inside Width: 8-in.

Hand Grip Spacing: 12.75-in.

Hand Grip Length: 5-in.

Hand Grip Diameter: 35mm

Camber Drop: 20-Degrees

Sleeve Coating: Chrome

Shaft Coating: Chrome

Weight Capacity: 1,500 lb.

Product Weight: 58 lb.

• Quantity: Twelve (12) each \$ _____/each

Total for Twelve (12) \$ _____

22. Titan Angled Multi-Grip Barbell

Grip Diameter: 32mm

Sleeve Diameter: 48mm

Overall Length 82.25-in.

Grip Frame Width 39.5-in.

Grip Frame Height 10.25-in.

Grip Frame Thickness 1.5-in.

Sleeve to Sleeve Length 53-in.

Loadable Sleeve Length 14.5-in.

Space Between Grips 2.5-in.

Grip Length 7-in.

Knurling Medium Texture

Knurl Mark Single

Finish Powder-Coated Black

Material Steel

Weight Capacity 1,000 lb.

Product Weight 38 lb.

• Quantity: Twelve (12) each \$ _____/each

Total for Twelve (12) \$ _____

23. Titan Open Trap Bar

Overall Length 88.5-in.
Overall Width 9.5-in.
Overall Height 27.5-in.
Distance Between Grips 23-in.
Grip Diameter 32mm and 38mm
Grip Length 7.25-in.
Loadable Sleeve Length 16-in.
Sleeve Diameter 50mm
Knurling Medium Diamond Texture
Frame Finish Powder-Coated Black
Sleeve Finish Hard Chrome
Material 11-Gauge Steel
Weight Capacity 1,500 lb.
Product Weight 65 lb.

• Quantity: Twelve (12) each \$ _____/each

Total for Twelve (12) \$ _____

24. Rogue Medicine Balls (4-10 lbs)

4 lbs \$ _____/each

Total for 4 each= _____

6 lbs. \$ _____/each

Total for 4 each= _____

10 lbs. \$ _____/each

Total for 4 each= _____

20 lbs. \$ _____/each

Total for 4 each= _____

25. EliteFTS Pair of Chains for Racks

Length: 5 feet

Weight: 18 pounds per chain

Material: Galvanized steel

Features: Central carabiner for even loading

Pair of Chains Each: \$ _____/each

Pair of 48 Chains Total: \$ _____

26. EliteFTS EZ Squat Bench Loader Straps

Strap for Chains Each \$ _____/each

24 each Strap for Chains Total \$ _____

27. Sorinex Glute Ham Roller

Length: 15.75"

Width: 25.25"

Weight: 20 lbs.

Glute Ham Roller Each \$ _____/Each

4 each of Sorinex Glue Ham Roller Total: \$ _____

28. OVR Velocity Based Training Device

10ft rope

Large always-on display

Rest timer

18hr battery life

Eccentric mode

OVR Velocity Based Training Device: \$ _____/Each

12 each of OVR Velocity Based Training Device \$ _____

29. EliteFTS Mountain Dog Band Pack

Nine Pack includes the following bands:

- One (1) 12" Pro Short Mini Band
- One (1) Pro Micro Band
- Two (2) Pro Mini Bands
- Two (2) Pro Monster Mini Bands
- Two (2) Pro Light Bands
- One (1) Pro Average Band

- EliteFTS Mountain Dog Band Pack \$ _____/Each

- 12 each of EliteFTS Mountain Dog Band Pack Total \$ _____

30. Titan Leg Extension & Hamstring Curl Machine

Overall Height 39-in.

Overall Width 42-in.

Overall Depth 36-in.

Back Pad Dimensions 15-in. x 10-in. x 2-in.

Seat Pad Dimensions 22-in. x 17-in. x 2-in.

Roller Pad Dimensions 17-in. x 5-in.

Adjustable Seat Height 24-in. – 26.5-in.

Weight Post Length 10-in.

Weight Post Diameter 49 mm

Seat Depth Positions 7

Knee Pad Positions 7

Seat Angle Positions 7° / 10.5° / 14°

Finish Powder-Coated Black

Upholstery Material HeftyGrip Vinyl

Frame Material 11-Ga. Steel

Weight Capacity 300 lb.

Product Weight 108

- Quantity: One (1) each \$ _____/Each

31. Titan Seated Calf Raise Machine

Overall Height 39.5
Overall Width 23.5-in.
Overall Depth 48-in.
Seat Dimensions 10-in. x 13-in.
Weight Post Length 9.5-in.
Weight Post Diameter 49 mm
Adjustable Knee Pad Height 28.25-in. - 32-in.
Adjustable Knee Pad Length 16.5-in
Finish Powder-Coated Black
Upholstery Material HeftyGrip Vinyl
Frame Material 2 x 3-in. 11-Ga Steel
Weight Capacity 550 lb.
Product Weight 60 lb.

- Quantity: Two (2) each \$ _____/each

Total for Two (2) \$ _____

32. Sorinex Leverage Mid Row

Depth 61"
Width 58"
Height 53"
Weight Stack Plate Loaded
Upholstery Double-Stitched Premium Naugahyde

- Quantity: Four (4) each \$ _____/each

Total for Four (4) \$ _____

33. Titan Fitness Tall Wall Mounted Pulley Tower, 84.5" Plate Loaded Cable Machine

Endless exercises and smooth cable pulls, eliminating jerky movements found in free-weight exercises. With a 2:1 ratio, this machine is ideal for functional training. Offers 18 height settings to target various muscle groups from different angles for a truly comprehensive workout with two ergonomic strap handles. Universal place compatibility with a 350 LB weight plate capacity, this plate-loaded machine has standard 1" weight posts with spring clips to accommodate standard weight plates and comes with a pair of 12.5" nylon standard to Olympic adapter sleeves to accommodate Olympic plates. Constructed with heavy duty steel and wall-mounted and reinforced for maximum stability.

- Quantity: Three (3) each \$ _____/each

Total for Three (3) \$ _____

34. Keiser Wall Mounted Pulley

Height 87" / 2210 mm

Width 24" / 610 mm

Depth 12" / 305 mm

Weight 120 lbs / 54 kg

Resistance Range 0 – 75 lbs / 0 – 34 kg

Cable Length 93" / 2362 mm

- Quantity: Two (2) each \$ _____/each

Total for Two (2) \$ _____

35. Keiser Power A300 Squat

Bilateral movement for body symmetry training

Resistance Range for functional workouts

Fully adjustable to accommodate wide range of users.

Height 70"

Width 32"

Depth 60"

Resistance 40-700 lbs.

- Quantity: Two (2) each \$ _____/each

Total for Two (2) \$ _____

36. Rogue ISO Leg Press 35

Bilateral/unilateral leg press machine suited for athletes of any size and to train their lower body, with four weight posts offering a total load capacity of up to 2,475 LBS. A pop-pin adjustable lumbar seat and adjustable spring safety stops are also part of this innovative design, along with a multi-angle diamond-tread foot deck, linear ball bearings for smooth action, and four bolt-on stainless steel posts for additional plate storage. A heavy duty welded frame with back and seat pads with chrome guide rods and ball bearings. Ability to easily switch to and from its unilateral design, allowing you to train each leg independently, or simultaneously like a traditional leg press when the weight sleds are locked. Its large, multi-angle diamond-tread foot deck allows for multiple foot positions to further vary your training.

- Quantity: One (1) each \$ _____/Each

37. Plyomat Switch Mat 27" x 36" with Controller 2.0

27" x 36" (68.5cm x 91.5cm) Polyurethane switch mat with a Plyomat or Just Jump controller with a 2 meter custom cable for Plyomat controller. is included with purchase. (1) 3-pin male M8 connector and (1) 3-pin female M8 connector. Included cable connects to the male M8 connector and is compatible with Plyomat 1.0, 2.0, and Just Jump Controllers.

- Quantity: One (1) each \$ _____/Each

38. Ball Coach Radar Model PR1000BC
Professional level radar gun and speed training tool

- Quantity: One (1) each \$ _____/Each

39. Total Pricing of the Proposal that will include the first quantity listed in each of the items 1 through 38.

Total Price of Proposal: \$ _____

3.3 ADDITIONAL INFORMATION

Additional requirements are being placed on this proposal due to the funding source for this project. It is the responsibility of the awarded proposer to:

- A. Time is of the essence, and delivery may be considered in making an award. Merchandise must be delivered within the timeframe indicated in the proposal.
- B. Pricing information has been requested on different quantities of equipment. The number of pieces of equipment being ordered is dependent upon pricing of the equipment and the space allocation in the new building.

Proposers should provide an all in price for the first identified quantity of the total proposal. Please provide pricing for the different quantities for each item proposing to offer.

- C. Specifications shown are to be used to indicate the level of performance and quality of the equipment required. Please provide descriptive literature of the equipment that is being offered in the Proposer's submission. Please identify the brand, model, and other information in the pricing area to identify what is being offered. This can be hand written with descriptive literature submitted with the proposal documentation.

- D. Please include descriptive literature and color charts that would include the color choices for the frames of the equipment and the upholstery with your proposal of the equipment you intend to offer and furnish if awarded.
- E. Failure of successful proposer to make delivery as quoted herein will be considered sufficient cause for cancellation.

3.4 RESOLUTION OF ISSUE(S)

Proposer should describe the action(s) that will be taken to resolve the items that are damaged when delivered, any issues that arise when installing equipment, damage that may occur to the new building, or any other issues that arise related to the contract.

SECTION 4-EVALUATION CRITERIA

4-1 PROPOSER LIST AND QUALIFICATION EVALUATION

After the established date for receipt of proposals, a listing of Proposers submitting proposals will be prepared, and will be available for public inspection. Proposals will not be opened nor read publicly. Qualifications and proposals submitted by interested Proposers will be reviewed and evaluated based on the evaluation factors set forth in the RFP.

4-2 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual proposers, if required, proposals will initially be classified as:

- A. Acceptable
- B. Potentially Acceptable
- C. Unacceptable

Discussions may be conducted, if required, with any or all of the proposers whose proposals are found acceptable or potentially acceptable. Proposers whose proposals are unacceptable will be notified promptly. The Executive Director of Procurement will establish procedures and schedules for conducting oral and/or written discussions.

Proposers are advised the University may award a contract on the basis of initial offers received, without discussions; therefore, each initial offer should contain the proposer's best terms from a cost or price and technical standpoint.

4-3 VENDOR INVESTIGATION

The University will make such investigations as it considers necessary to obtain full information on the proposers selected for discussions.

4-4 FINAL OFFERS AND AWARD OF CONTRACT

Following any discussions with proposers regarding their technical proposals, alternative approaches or optional features, a number of the firms may be requested to submit best and final offers. The committee will rank the final proposers for the project, giving due consideration to the established evaluation criteria. The committee will propose award to the proposal, which is found to be most advantageous to the University based on the factors set forth in the Request for Proposals.

SECTION 5 - EVALUATION PROCESS/CRITERIA

5-1 EVALUATION PROCESS

Shepherd University will evaluate all acceptable proposals based on the criteria identified. Proposals will be rated using a weighted point scheme, then ranked. The proposal receiving the highest ranking will be declared the most advantageous to the University.

5.2 EVALUATION CRITERIA

The evaluation criteria are listed below:

TECHNICAL-40 Points

Fitness equipment meets the minimum specifications and performs the fitness functionality that specifications describe as identified.

COST-40 Points

The total cost of providing the equipment to the University.

EXPERIENCE & REFERENCES-20 Points

Documented proof of experience in medium volume Health Club Facility to providing, installing, and servicing fitness equipment. Please provide three (3) references of clients who you have performed these activities. Please include the fitness facility name, the name of an individual who worked closely on the project, and contact information including a phone number, fax number and e-mail address.

SECTION 6- GENERAL CONTRACTUAL TERMS AND CONDITIONS

1. **ACCEPTANCE:** Seller shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Seller are objected to and are hereby rejected, unless otherwise provided for in writing by the Buyer and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Governing Board having jurisdiction shall govern all rights and duties under the Contract; including, without limitation, the validity of this Purchase Order/Contract.
3. **ARBITRATION:** Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
4. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Seller without the Buyer's consent.
5. **BUYER:** For the purposes of these Terms and Conditions, the "Buyer" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Seller.
6. **CANCELLATION:** The Buyer may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
7. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.
8. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Seller shall give prior notification and obtain the approval of the Buyer. Time is of the essence of this Order and it is subject to termination by the Buyer for failure to deliver on time.
9. **HOLD HARMLESS:** The Buyer will not agree to hold the Seller or any other party harmless because such agreement is not consistent with state law; therefore, such a provision is void and of no effect.
10. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Buyer.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
12. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.

13. PAYMENTS AND INTEREST ON LATE PAYMENTS: Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
14. RENEWAL: Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
15. REJECTION: All goods or materials purchased herein are subject to approval of the Buyer. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Buyer or returned to the Seller, will be at the Seller's risk and expense.
16. SELLER: For the purposes of these Terms and Conditions, the "Seller" means the vendor whose quotation, proposal, proposal or expression of interest has been accepted and has received a lawfully issued purchase Order from the Buyer.
17. SHIPPING, PACKING, BILLING & PRICING: Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Buyer.
18. TAXES: The State of West Virginia (the Buyer) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. TERMINATION: In the event of a breach by the Seller of any of the provisions of this contract, the Buyer reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Seller. The Seller shall be liable for damages suffered by the Buyer resulting from the Seller's breach of contract.
20. WARRANTY: The Seller expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

ATTACHMENT A
PROPOSAL RESPONSE CERTIFICATION
SHEPHERD UNIVERSITY

DATE

The undersigned, as proposer, declares that he/she has read the Request for Proposals and the following proposal is submitted on the basis that the undersigned, the company and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged addenda numbers _____ to _____ have been received and were examined as part of the RFP document.

Name of Proposer

Signature of Proposer

Title

Firm Name

Street Address

City, State, Zip

Telephone

Email Address

ATTACHMENT B
BACKGROUND AND HISTORY

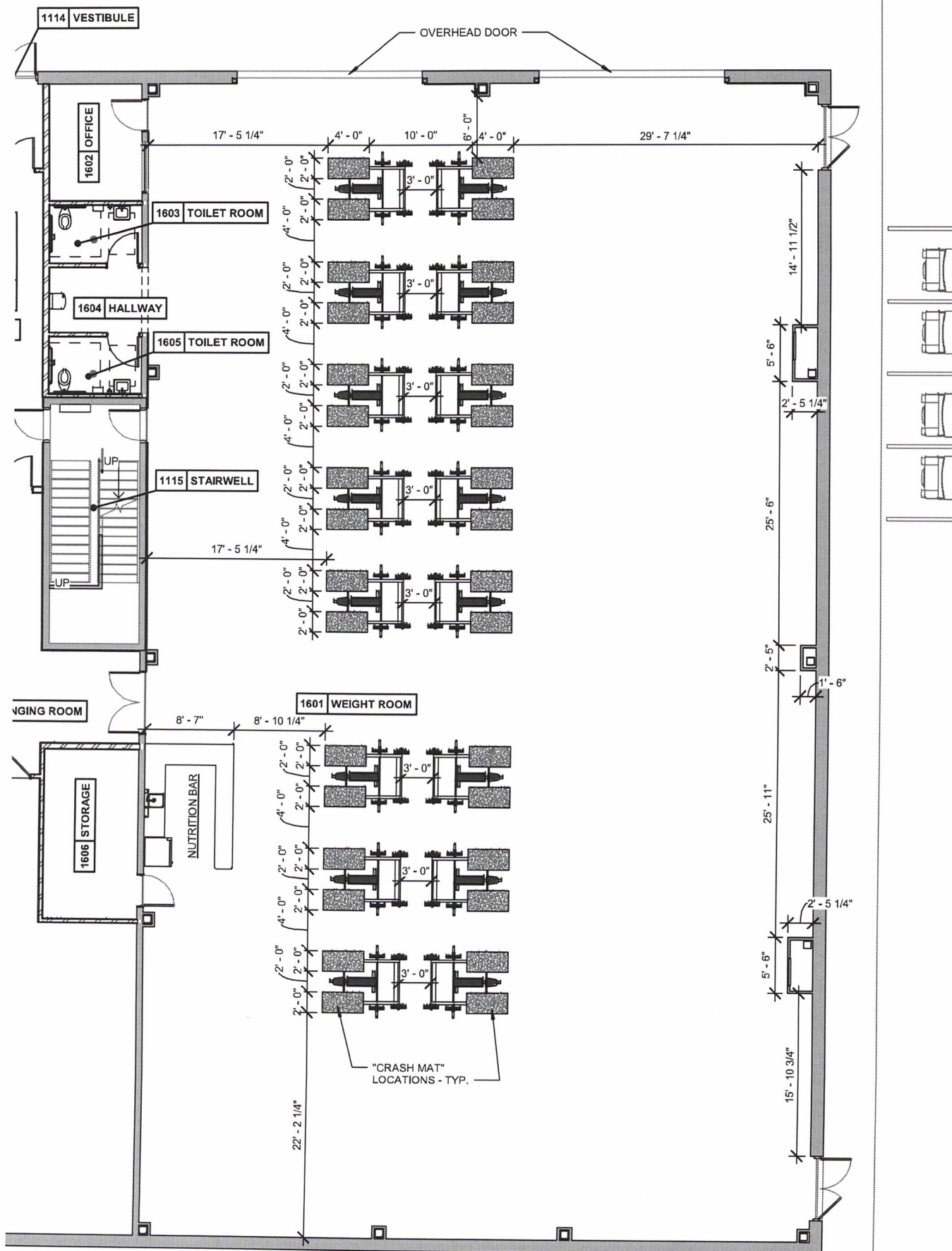
ATTACHMENT C
PRICE SUBMISSION

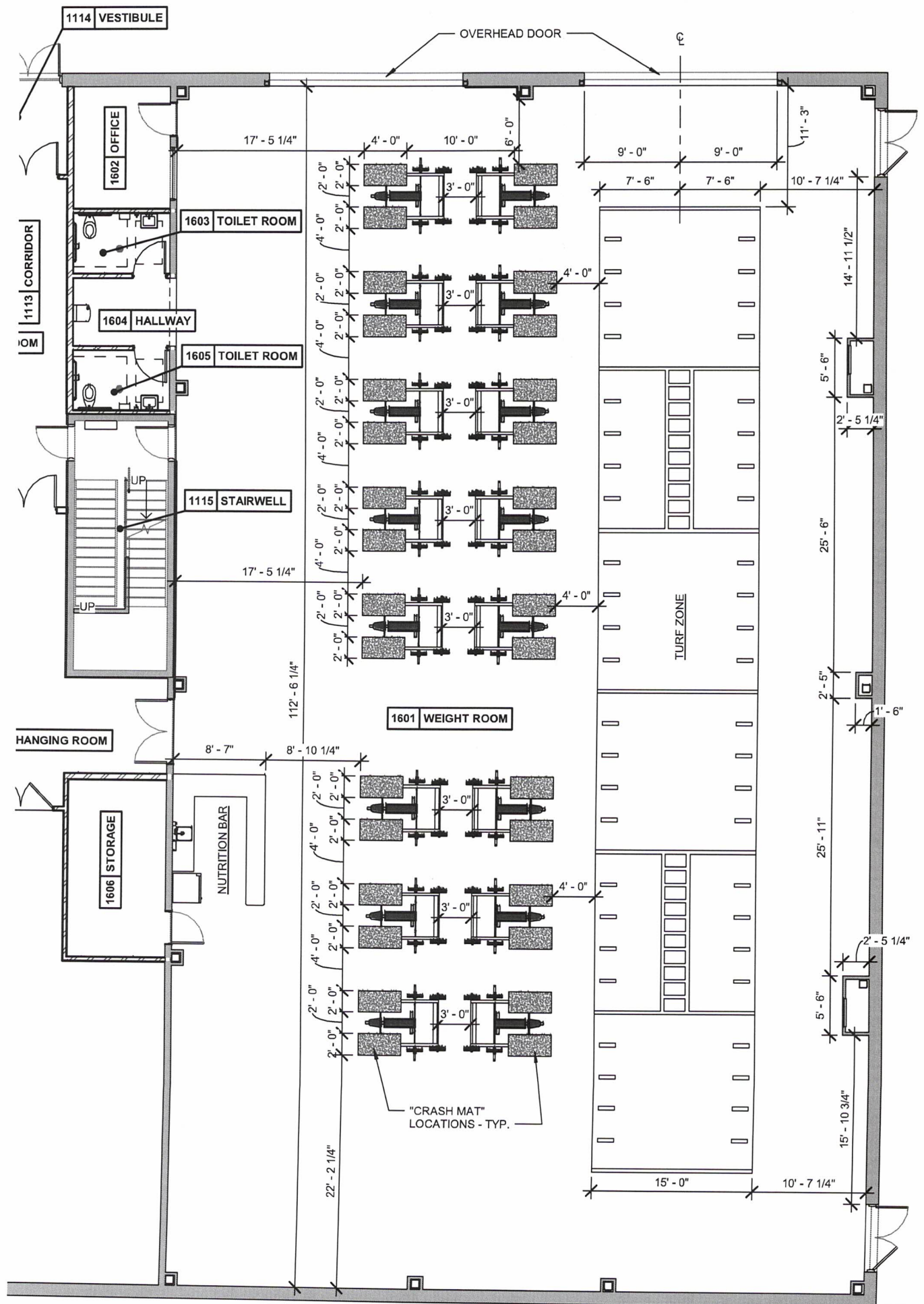
ATTACHMENT D

REFERENCES

ATTACHMENT E

DESIGN SERVICES FOR INSTALLATION OF EQUIPMENT





ATTACHMENT F
VENDOR EXCEPTIONS

ATTACHMENT G

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

Purchasing Affidavit (Revised 01/19/2018)

ATTACHMENT H
PROBLEM RESOLUTIONS