



# Request for Proposals

Williamsburg-James City County Public Schools

Sealed Request for Proposal: CONCEPT 2 Rower, Model D with PM4, NO SUBSTITUTES

Issue Date: December 7, 2011 Closing Date: December 21, 2011 @ 2:00 p.m. RFP Number #12-0019

Deliver to: Responses may be faxed to 757-253-6753 (ATTN: Kitty Hall), or emailed to: [khall@james-city.va.us](mailto:khall@james-city.va.us) All pages of the response must be received before the due date and time.

**WILLIAMSBURG-JAMES CITY COUNTY PUBLIC SCHOOLS  
PURCHASING OFFICE, SUITE 300  
101-F MOUNTS BAY RD.  
WILLIAMSBURG, VA 23185**

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, 11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. All inquiries for information regarding procurement procedures, selection criteria, proposal submission requirements or other fiscal/administrative concerns shall be directed to:

Kitty Hall, VCO, Senior Buyer  
Phone: (757) 253-6644/6646  
Fax: (757) 253-6753  
[khall@james-city.va.us](mailto:khall@james-city.va.us), [hallk@wjcc.k12.va.us](mailto:hallk@wjcc.k12.va.us)

PROPRIETARY INFORMATION YES ( ) NO ( )

Trade secrets or proprietary information is hereby submitted and identified. Reasons for protection and exclusion from the Virginia Freedom of Information Act (2.1-340 et seq.) is set forth below. (Additional sheet may be added if necessary.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In compliance with this Request for Proposal and all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the signed proposal or as mutually agreed upon by subsequent negotiations.

State Corporation Commission Number \_\_\_\_\_

Company Name: \_\_\_\_\_

License# \_\_\_\_\_ Type: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Acknowledgement of Addendums: #1 \_\_\_\_\_ #2 \_\_\_\_\_

**CERTIFICATION PAGE**  
**RETURN THE COVER SHEET PAGE 1 & 2 WITH PROPOSAL SUBMISSION**

## **I. PURPOSE:**

Williamsburg-James City County Public Schools has been awarded The Carol M. White PEP Grant, PR Award# Q215F100181. This grant will help to initiate, expand, or enhance physical education programs, including after-school programs, for students in kindergarten through 12th grade through the implementation of programs that help students make progress toward meeting state standards.

James City County is soliciting proposals from qualified dealers to furnish, assemble and deliver approximately (25) Twenty Five- **CONCEPT 2 Rower, Model D with PM4, NO SUBSTITUTES**, to Williamsburg-James City County Public Schools.

- II. SCOPE OF WORK:** Furnish **CONCEPT 2 Rower, Model D with PM4, NO SUBSTITUTES** that meets the specifications contained in **Attachment A**. Equipment shall be latest model year available and shall be new and unused. The quantities desired are estimates only. The purchase of the rowers is funded by PEP grant funds, and as such, equipment may be purchased by the piece, with the option for the school division to purchase additional rowers, as needed, as funds become available. Offerors are requested to provide information on formula used to determine how prices are adjusted on the equipment. Per **Attachment B, General Terms & Conditions**, proposals submitted shall be valid for a period of ninety (90) days following the date of acceptance. Offerors are requested to include in proposals, length of time that proposed prices will be honored beyond ninety (90) days. Proposed price should include the delivery, assembly and setup to each school.

Proposals should include maintenance manual, maintenance program, warranty and training. The Equipment offered shall conform to the required Federal, State, and Local rules and regulations governing fitness equipment of this type.

All items being purchased shall be new, unused, and as specified in the Price and Response Sheet. Items will be a proven model of manufacturers' production and include all standard equipment. Where any part or nominal appurtenances of equipment are not described it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be included as part of the quoted price. Price shall include shipping FOB Destination. Contractor shall be able to provide complete support and written instruction to operate the equipment. Upon delivery, contractor shall assemble setup and provide training to key personnel on the complete operation of the rower unless training is declined by the school division. The training session shall be scheduled with Jackie Rutherford, PEP Grant Coordinator Assistant. Please specify delivery time on the Proposal Response Form where indicated.

Vendors should be able to provide technical service in the person of a service representative within a maximum of forty-eight (48) hours after a request has been made to said vendor or manufacturer. Vendors should be able to promptly furnish all spare parts needed for ordinary service or repair of the equipment herein specified. The majority of such parts shall come from the vendor shelf stock, the remainder coming from depot or manufacturer warehouse stock. If a piece of equipment cannot be repaired on-site, and it is determined that it must be pulled from service for repair, vendor will provide proposal that details loaner equipment program until repaired equipment can be returned to service.

No dealer names, logos or other types of advertising shall be affixed to the units. Manufacturer's name is acceptable if it is affixed as part of normal production at the manufacturing facility.

## **III. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

Proposals should contain the following information.

- Overview of the firm, including the location to perform any required repair and maintenance work
- Qualifications of the firm including length of time in business, length of time as manufacturer's representative and any applicable licenses or certifications
- Completed Proposal Response Form including information on price, delivery, warranty/maintenance

- including parts and repair service, loaner program and training program
- Descriptive Product Literature including technical specifications for each item offered. Information should be of sufficient quantity and quality to provide a clear and precise understanding of the product being offered.
- Warranty, Extended Warranty and Maintenance offered including replacement parts and repair service offered
- Description of loaner program, training program and set up services
- Information on formula used to determine how often prices are adjusted on the equipment
- Length of time that proposed prices will be honored beyond ninety (90) days.

It is the offeror's responsibility to clearly identify and to describe the products and services being offered in response to the RFP. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. Proposals should be in 8 1/2" x 11" format and should be prepared simply and economically, providing a straight forward, organized, and concise description of the offeror's ability to meet the requirements of the RFP. The number of pages should be kept to a minimum. Fancy bindings, colored displays, promotional material, etc. are not desired. Emphasis should be on completeness and clarity of content.

#### **IV. EVALUATION AND AWARD CRITERIA**

Proposals will be evaluated using the following criteria:

- 1) Equipment Costs, and delivery schedule (20)
- 2) Quality of Equipment and accessories offered and suitability for intended use (25)
- 3) Firm's experience and qualifications and ability to provide continuing equipment service and customer service during the equipment life cycle (25)
- 4) Maintenance and Warranty Coverage offered (25)
- 5) Loaner program and training program offered (5)

**References may be contacted as part of the evaluation process.**

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

The Notice of Award shall be posted on the bulletin board for public notices in the Purchasing Office.

#### **V. PROPRIETARY INFORMATION**

Ownership of all data, materials and documentation originated and prepared for the County pursuant to this RFP shall belong exclusively to the Owners and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be publicly disclosed under the Virginia Freedom of Information Act; however, the offeror shall invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award is made should be stated by the offeror.

Offerors should indicate on the Cover Sheet the portions of their proposal that are proprietary. Please list the page numbers and the reason(s). **Do not mark the whole proposal proprietary.**

## **VI. POLICY REGARDING CONTACT AFTER PROPOSAL SUBMITTAL**

After the date and time established for receipt of proposals by the County, any contact, in regard to the proposal initiated by any offeror with any County official, other than the assigned Project Manager or Purchasing Office is expressly prohibited. Any unauthorized contact may be deemed grounds for disqualification of any offeror from further review.

Questions regarding this request for proposal may be directed to Kitty Hall, Senior Buyer , at (757) 253-6644, email: khall@james-city.va.us. All questions that are pertinent to the project will be answered in the form of an addendum mailed, faxed, or provided by E-Mail to all recorded holders of the Request for Proposals.

## **VII. SPECIAL TERMS AND CONDITIONS:**

- A. PRECEDENCE IN TERMS:** In the event of a conflict, the Special Terms & Conditions shall take precedence.
- B. CERTIFICATION:** Contractor shall certify that all components of the equipment are in satisfactory working order prior to shipment.
- C. DELIVERY:** It shall be the responsibility of the contractor to make all arrangements for delivery, assembly and unloading.
- D. EXTRA CHARGES NOT ALLOWED:** The quoted price for the equipment specified herein shall include freight and delivery, no extra charges will be allowed. Delivery shall be FOB Destination.
- E. FINAL INSPECTION:** At the time of delivery, the contractor shall demonstrate to the authorized owner's representative that the equipment is fully operational and in compliance with proposal specifications. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the equipment.
- F. MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an operations and maintenance manual with parts list and a copy of all warranties.
- G. WARRANTY:** The contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to the County by any other clause of this solicitation. A copy of this warranty should be furnished with the quote. **At a minimum**, all work shall be guaranteed by the contractor against defects resulting from the use of inferior materials, equipment, or workmanship for **one (1) year** from the date of final acceptance of the entire project by the owner in writing. The warranty shall describe any on-site repairs and parts services offered. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the Request for Proposal documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the contractor to the County's satisfaction. Applicable warranty shall be furnished with quote.

## **VIII. GENERAL TERMS AND CONDITIONS**

Subject to Williamsburg-James City County Public Schools General Terms and Conditions, **Attachment B.**

# **concept 2**

## CONCEPT2 INDOOR ROWER SPECIFICATIONS - Models D and E

<b>Description:</b>	Institutional grade rowing exercise machine with air-resistance flywheel, sliding seat, and self-calibrating electronic performance monitor.
<b>Construction:</b>	<p><b>Frame:</b> extruded aluminum I-beam monorail with stainless steel seat track.</p> <p><b>Flywheel:</b> Fully-enclosed chain driven flywheel is steel with glass reinforced ABS squirrel cage fan attached. The flywheel enclosure is made of hi-impact, ABS Thermo-plastic. The "Quiet Cog" system significantly softens the sound of rowing by damping the chain noise with a urethane washer on each side of the cog. The idler pulleys and travelling pulley are made of a Thermo-plastic elastomer for increased durability and noise reduction.</p> <p><b>PM Monitor (PM3 and PM4):</b> Battery powered LCD digital display features time/distance rowed; calories burned; power produced (watts); stroke rate; stroke output (watts, calories, meters); average pace (time per 500 meters); library of preset workouts (timed, distance, timed interval, distance interval); projected finish (time or distance); split memory recall function; optional heart rate monitor interface. Choose from a variety of units and graphic display options including Force Curve, Paceboat and Bar Chart. On board games provide video game-like competition. C2 LogCard easily and automatically records workouts and tracks progress without separate paper record of each workout. PC-interface to transfer LogCard data to your personal computer. Power generation feature extends the life of the batteries by providing operating power to the PM while rowing. Monitor is powered by 2 D batteries (PM3) or a rechargeable battery pack (PM4) and are included. No external power source is needed. Wireless heart rate monitoring and PM to PM racing is standard on the PM4.</p> <p><b>Misc:</b> Adjustable air resistance; Flexfoot(TM) adjustable footboard system; impact-resistant, glass-reinforced Nylon, ergonomically-designed handle with overmolded soft rubber grips; molded rubber foot pads; anatomically designed seat top; built in caster wheels; quick disconnect feature for compact storage.</p> <p><b>Benefits:</b> The Concept2 Indoor Rower is the rowing machine of choice for all on water rowing programs as well as health clubs, cardiac rehabilitation centers and corporate fitness centers. The smooth, fluid feel of each stroke and the proper balance of momentum and drag are unsurpassed by any other rowing machine in the simulation of the on water rowing stroke. The rugged institutional grade construction assures minimal maintenance and years of trouble-free use. The self-calibrating electronic performance monitor is unique. Its' accuracy allows for objective comparison between workouts, as well as allowing measured competition between individuals.</p>
<b>Space Requirements:</b>	The Concept2 Indoor Rower measures 8' long by 24" maximum width. An area of 9' by 4' is required for operation of the machine. Storage requirement for two upright pieces is 27" x 47 x 54.5"H (Model E) and 25" x 33" x 53"H (Model D) .

## GENERAL TERMS AND CONDITIONS

- 1.0 Applicable Law and Courts: Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the courts resolved in the Circuit Court of James City County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
- 2.0 Authority: The Buyer has the sole responsibility and authority for issuance of invitations for bid, requests for proposal, placing and modifying invitations, requests issued by and for the Schools. In the discharge of these responsibilities, the Buyer may be assisted by delegating to other Purchasing Department staff. The Purchasing Agent is authorized to order supplies or services, enter into purchase negotiations or contracts, and obligate the Schools for indebtedness. Any purchase orders or contract made which is contrary to these provisions and authorities shall be of no effect and void, and the Schools shall not be bound thereby.
- 3.0 Ethics in Public Contracting: The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the WJCC Public Schools. By submitting their offers, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier manufacturer or subcontractor in connection with their bid, and that they have not conferred any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- 4.0 Immigration Reform and Control Act of 1986: By submitting their proposals, the offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 5.0 Anti-trust: By entering into a contract, the Offeror conveys, sells, assigns, and transfers to the WJCC Public Schools all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and James City County, relating to the particular goods or services purchased or acquired by the WJCC Public Schools under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
- 6.0 Payment to Subcontractors: A contractor awarded a contract under this solicitation is hereby obligated:
  1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the WJCC Public Schools for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  2. To notify the WJCC Public Schools and the subcontractor(s) in writing, of the contractor's intention to withhold payment and the reason. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the WJCC Public Schools, except for amounts withheld as stated above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be obligation of the WJCC Public Schools.
- 7.0 Qualifications of Offerors: The WJCC Public Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to WJCC Public Schools all such information and data for this purpose as may be requested. The WJCC Public Schools reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The WJCC Public Schools further reserves the right to reject any proposal if the evidence submitted by or investigations of, such Offeror fails to satisfy the WJCC Public Schools that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

- 8.0. Testing and Inspection: The WJCC Public Schools reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.
- 9.0. Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Buyer.
- 10.1 Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the WJCC Public Schools, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the WJCC Public Schools may have.
- 11.0. Non-Appropriation: All funds for payments of items ordered under this agreement are subject to the availability of WJCC Public Schools appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event of non-appropriation of funds by the WJCC Public Schools for the items under this contract, the WJCC Public Schools will terminate this contract. Written notice will be provided to the contractor as soon as possible after WJCC Public Schools action is completed.
- 12.0. Anti-Discrimination: By submitting their offer, Offerors certify to the WJCC Public Schools that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000 the provisions in A and B below apply:

- 1. During the performance of this contract, the Contractor agrees as follows
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, handicap, sex or national origin, except where religion, sex or national origin is a bonafide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- 13.0. Debarment Status: By submitting their bids or proposals, Bidders or Offerors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of WJCC Public Schools, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of WJCC Public Schools.
- 14.0 Mandatory Use of WJCC Public Schools Terms and Conditions: Failure to submit the WJCC Public Schools proposal certification page/form provided for that purpose may be a cause for rejection of the proposal. Return of the complete document is required. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the WJCC Public Schools reserves the right to decide on a case by case basis, in its sole discretion, whether to reject such a proposal.

- 15.0 Invoices: Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the WJCC Public Schools IFB/RFP number and/or purchase order number.
- 16.0 Payment Terms: Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last.
- 17.0 Disputes: Contractual claims whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the WJCC Public Schools within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the WJCC Public Schools. The Contractor may not institute legal action prior to receipt of WJCC Public Schools' decision on the claim unless he fails to render such decision within 120 days. The decision of Purchasing Agent or other signatory on the Contract shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of WJCC Public Schools to render a decision within 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of WJCC Public Schools' failure to render a decision within 120 days shall be the Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this Contract.
- 18.0 Protest of Award or Decision to Award: Any bidder or offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the Director of Finance no later than ten (10) days after the award announcement or the decision to award, whichever comes first. No protest shall be for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The Director of Finance shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of the written decision by instituting legal action.
- 19.0 Official Not to Benefit: Each Offeror shall certify upon signing a bid that, to the best of their knowledge, no County/School official or employee having an official responsibility for the transaction or a member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to the award(s) of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment or recession of the contract made, or could affect payment pursuant to the terms of the contract.
- 20.0 Severability: In the event any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.
- 21.0 Indemnification: The Contractor covenants to save harmless and effectually indemnify the County and or Public Schools against all actions and proceedings, costs, damages, expenses including attorney's fees, claims and demands whatsoever committed by the Contractor, his Sub-contractor, employees or agents by whosoever brought by reason of the performance of the said Work.
- 22.0 Insurance: By signing and submitting a bid or proposal under this solicitation, the Bidder or Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract the Williamsburg-James City County Public Schools requires the Contractor to furnish certificates of insurance for the coverage required. A thirty (30) day notice of cancellation or non-renewal must be given to the WJCC. The Williamsburg-James City County Public Schools is to be named as an additional insured.

**INSURANCE COVERAGE AND LIMITS REQUIRED:**

<b>Commercial General Liability</b>	
Liability per year (aggregate)	\$1,000,000
Liability per occurrence	\$1,000,000
Medical Payments to Others	\$ 5,000
Products and Completed Operation	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Fire Legal Liability	\$ 50,000
<b>Business Automobile</b>	
Policy Combined Single Limit	\$1,000,000
Medical Payment	\$ 1,000
Uninsured Motorist	\$1,000,000
<b>Workers Compensation and Employers Liability</b>	
Statutory Coverage	Virginia
Coverage B Limits	\$100/\$500/\$100,000
<b>Umbrella Liability</b>	
Limits Per Occurrence	\$1,000,000
Limits Per Year	\$1,000,000

- 23.0 Audit: The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by WJCC Public Schools, whichever is sooner. The agency, its authorized agents, and /or WJCC Public Schools auditors shall have full access to the right to examine any of said materials during said period.
- 24.0 Competition Intended: It is the intent of WJCC Public Schools that this Request for Proposal permit competition. It shall be the Offeror's responsibility to advise the Schools in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restrict or limit the requirements stated in this RFP to a single source. Such notification must be received by Williamsburg-James City County Public Schools Purchasing Department not later than ten (10) days prior to the date set for acceptance of proposal.
- 25.0 WJCC Public Schools Right to Reject: WJCC Public Schools reserves the right to reject any and all proposals received in response to this request, or to negotiate separately in any manner necessary to serve the best interest of the Schools. Offerors whose proposals are not accepted will be notified in writing.
- 26.0 Contract Inclusion: The contents of the proposal submitted by the successful Offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful Offeror(s) will be expected to sign a contract with WJCC Public Schools.
- 27.0 Addendum and Supplement to Request: If it becomes necessary to revise any part of this RFP or if additional data is necessary to enable an exact interpretation of provisions of this RFP, an addendum will be issued. Questions regarding the contents of the RFP shall be addressed to the Purchasing Department in writing by fax or in person no later than seven (7) business (working) days before the due date. Agents of the Purchasing Department will make every effort possible to dispense addendums to bidders; however, it is the responsibility of the offeror to ensure that he has received all addendums prior to submitting a bid/proposal.

28.0 Drug Free Workplace: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on WJCC property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and,
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by WJCC in addition to any criminal penalties that may result from such conduct.

29.0 Notice of Award: Upon final approval by the WJCC School Board, notice of contract award will be publicly posted in the Purchasing Office.

30.0 Felony Conviction: The Contractor acknowledges and certifies that all employees of the contractor and sub-contractors performing work on school division property are not convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. The contractor further acknowledges and certifies that it understands that allowing any person subject to the direct or indirect control of the contractor to perform work or enter on school division property if such person has been convicted of such a crime constitutes a breach of contract and may result in default action being taken by the school division in addition to any criminal penalties that may result from such conduct.

31.0 All firms responding to this RFP shall be registered in the state of Virginia. Evidence of positive past performance shall be provided.

32.0 Authorization to Transact Business, State Registration of Contractors (if applicable) and County Business License. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

Pursuant to competitive sealed bidding or competitive negotiation, all bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 are required to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Attention is directed to Chapter 11, title 54.1 of the Code of Virginia (Re: State registration of contractors), which requires that all bidders/offerors must show evidence of the proper license under the provision of this chapter before such bid is considered.

All firms doing business in James City County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in James City County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Business License Inspector, Telephone (757)253-6698.

WILLIAMSBURG-JAMES CITY COUNTY PUBLIC SCHOOL  
 REQUEST FOR PROPOSALS 12-0019  
 ATTACHMENT C  
 CONCEPT 2 INDOOR ROWER, MODEL D WITH PM4, NO SUBSTITUTES

DESCRIPTION	EA.	QUANTITY	PRICE
<b>CONCEPT 2 INDOOR ROWER, MODEL D            WITH PM4, INCLUDE DELIVERY (FOB            DESTINATION) ASSEMBLY AND SET UP TO            EACH SCHOOL:</b>	<b>1</b>  \$: _____	<b>25</b>  \$: _____	
Lafayette HS Qty: 5 4460 Longhill Road, Williamsburg VA 23188 Jamestown HS Qty: 5 3751 John Tyler Hwy, Williamsburg VA 23185 Warhill HS Qty: 3 4615 Opportunity Way, Williamsburg VA 23188 Berkeley MS Qty: 5 1118 Ironbound Road, Williamsburg VA 23185 Hornsby MS Qty: 2 850 Jolly Pond Road, Williamsburg VA 23188 Toano MS Qty: 5 7817 Richmond Road, Toano VA 23168			
<b>TOTAL:</b>			\$: _____
<b>TOTAL: (IN WORDS):</b> _____			

ESTIMATED TIME FOR DELIVERY: \_\_\_\_\_ DAYS ARO

WARRANTY/MAINTENANCE LENGTH & TERMS (Describe any on-site repairs & parts services offered): \_\_\_\_\_ (attach separate sheet if needed)

PROVIDE DETAILS OF LOANER AND TRAINING PROGRAM: (Training on basic operation and maintenance of ROWER, and loaner policy if rower needs to be taken off-site to be repaired): attach separate sheet if needed

In compliance with this Request for Proposals and subject to all the conditions thereof, the undersigned offers to furnish the goods/services requested and certifies he/she has read, understands, and agrees to all terms, conditions and requirements of this request for proposals and is authorized to contract on behalf of the firm named below. By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified. The Undersigned certifies that he (they) are the only person (persons) interested in said project and that it is made without connection with other persons submitting a proposal on the same scope of services; that the proposal is made without collusion, fraud, or reservation; that no official or employee of the Owner is directly or indirectly interested in said proposal, or any portion thereof.

Company Name: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_