ATTENTION: This is not an order. Read all instructions and terms and conditions carefully.

**INVITATION FOR BID**

<table>
<thead>
<tr>
<th>INVITATION NO.:</th>
<th>T051547</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date:</td>
<td>04/27/09</td>
</tr>
<tr>
<td>Title:</td>
<td>Furnish and Install Weight Lifting Equipment and Treadmills</td>
</tr>
<tr>
<td>Buyer:</td>
<td>Jennifer Patrick</td>
</tr>
<tr>
<td>Phone:</td>
<td>(205) 348-5026</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:jpatrick@fa.ua.edu">jpatrick@fa.ua.edu</a></td>
</tr>
</tbody>
</table>

**RETURN ALL COPIES OF BIDS TO:**

THE UNIVERSITY OF ALABAMA
PURCHASING DEPARTMENT
801 University Blvd
355 Rose Administration Building
Box 870130
Tuscaloosa, Alabama 35487
PHONE: (205)348-5230 FAX: (205) 348-8706

Bid Responses may NOT be faxed or emailed.

**IMPORTANT:** SEALED BIDS MUST BE RECEIVED BY 05/07/09 @ 2:00 P.M. CST TIME

Bid number and opening date must be clearly marked on the outside of all bid packages.

1. Pursuant to the provisions of the State of Alabama Competitive Bid Law, Section 41-16-20 and/or 39-2, rules and regulations adopted thereunder sealed bids will be received on the items noted herein by The University of Alabama Purchasing Department until the date and time stated above.

2. The University's General Terms and Conditions and Instructions to Bidders, viewable at [www.purchasing.ua.edu/vendors](http://www.purchasing.ua.edu/vendors) apply to this Solicitation and shall become a part of any contract issued hereunder.

3. For purposes of this Solicitation, the Solicitation documents shall consist of the following components: a) Invitation for Bid and any Addenda; b) General Terms and Conditions; c) Instructions to Bidders. In the event that any provision of the component parts of the Solicitation conflicts with any provision of any other component parts, the component part first enumerated shall govern.

4. This Agreement and any disputes hereunder shall be governed by the laws of the State of Alabama without regard to conflict of law principles.

**CERTIFICATION PURSUANT TO ACT NO. 2006-557**

Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases in Alabama. By submitting a response to this solicitation, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557; they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that The University of Alabama may declare the contract void if the certification is false.

**DISCLOSURE STATEMENT**

1. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama, this information must be included in your solicitation response. Failure to disclose this information in your response may result in the elimination of your proposal from evaluation.

2. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama; and you or your firm is awarded a contract as a result of this solicitation, then within ten (10) days after the contract is entered into, you agree to file a copy of that contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by the University furnish evidence of such filing.

3. By accepting payments agreed to in any purchase order resulting from this bid, Contractor certifies that to its knowledge no University employees/Officials of The University of Alabama.

**AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing as provided in Code of Alabama 6-5-180 that

1. In accordance with Code of Alabama Section 41-16-25, amended 1975 that the attached response has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation for Bids, designed to limit independent bidding or competition;

2. The contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids.

3. The bidder is legally entitled to enter into contracts with The University of Alabama and is not in violation of any prohibited conflict of interest, including those prohibited by the Code of Alabama 13A-10-62, as amended 1975.

4. I have fully informed myself regarding the accuracy of the statement made above.

**THIS AREA MUST BE COMPLETED**

<table>
<thead>
<tr>
<th>DELIVERY AFTER RECEIPT OF ORDER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF COMPANY:</td>
</tr>
<tr>
<td>PHONE:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FEDERAL EMPLOYER ID NO.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
</tr>
<tr>
<td>FAX:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PAYMENT TERMS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
</tr>
<tr>
<td>E-MAIL:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SHIPPING TERMS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.O.B. DESTINATION–PREPAID AND ALLOWED</td>
</tr>
<tr>
<td>CITY, STATE &amp; ZIP CODE:</td>
</tr>
<tr>
<td>DATE:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>QUOTE VALID UNTIL:</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURE:</td>
</tr>
<tr>
<td>Typed/Printed Name of Signor</td>
</tr>
</tbody>
</table>

**SIGNATURE REQUIRED:** This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder. Type or print the information requested in the spaces provided.
The University of Alabama requests sealed bids as per attached general and technical specifications or equal unless otherwise specified in the Special Conditions.

All Bidders submitting a bid must read all specifications carefully and respond accordingly. Failure to do so may eliminate your bid from consideration due to non-compliance.

1.0 GENERAL SPECIFICATIONS

1.1 All bid responses, technical information and any other attachments furnished to The University of Alabama in response to this request for quotation must be submitted in duplicate (THE ORIGINAL BID AND ATTACHMENTS WITH ORIGINAL SIGNATURE AND ONE EXACT COPY OF THE ENTIRE BID RESPONSE). Bidders who fail to follow this format may be disqualified from the evaluation and award phase of this bid.

1.2 The issuance of a University Purchase Order (P#) or a signed Contract document is required to constitute a contract between the successful Bidder and the University which shall bind the successful Bidder to furnish and deliver the commodities ordered at the prices, terms and conditions quoted and in accordance with the specifications of this Solicitation as well as the terms and conditions of the University’s Purchase Order or Contract. No shipments are to be made to The University of Alabama without the issuance of a Purchase Order (P#). (Bidders are not to accept or ship items against a requisition number “R” #.)

1.3 Any questions concerning these specifications should be directed to the Buyer listed on the signature page.

1.4 No department, school or office at the University has the authority to solicit or receive official Solicitations nor authorize Solicitation or Contract changes other than the Purchasing Department. All solicitations are issued under the direct supervision of the Associate Director for Purchasing and in complete accordance with the State of Alabama Bid Law, Section 41-16-20 and University policies and procedures.

1.5 The terms and conditions included in this Solicitation along with any addenda, any University contract and/or University purchase order(s) issued referencing this Solicitation, the University’s General Terms and Conditions, Instructions to Bidders shall constitute the entire and exclusive Contract between the University and the successful Bidder.

2.0 QUALIFICATIONS AND STANDARDS

Due to the importance of maintaining a safe University environment, it is imperative that the successful bidder meet certain qualifications that will guarantee The University of Alabama the successful Bidder is qualified to furnish and deliver products, equipment and services or furnish, deliver, install, service and/or repair equipment whichever is applicable as required in this Solicitation. In order for Bidders to qualify, the following requirements must be fulfilled:

a. The Bidder must provide, in writing, a statement that the Bidder has been regularly engaged in business for a minimum three (3) years engaging in furnishing, delivering, servicing, repairing and installing, equipment, goods, or services required in this Solicitation. In lieu of the minimum number of years in business, a performance bond may be submitted in the amount of one hundred (100 %) per cent of the contract price. This bond will be used to secure the completion of the project should the successful Bidder default for any reason. Failure to comply with this requirement may eliminate your bid response from consideration.

b. Each bidder required to provide a bond, shall submit a letter from a bonding agent licensed to do business in the State of Alabama stating that if the bidding company is the successful bidder, said bonding agent will furnish a 100% performance and payment bond covering and including products and service for the duration of the contract period. Said bond shall be subject to the approval and acceptance of The University of Alabama. The bond must be furnished to the University Purchasing Department within forty-eight (48) hours after receipt of the purchase order. The premium of the bond shall be paid by the successful bidder. Failure to provide the bond letter or bond will eliminate your bid from consideration in the bid award.
3.0 REFERENCES

References must include at least three (3) other universities, institutions or businesses, which the bidder has successfully provided products, services or installation of equipment similar to those required in this Solicitation in terms of manufacturer, size, features, service or type of installation. The references must include company name, address, project/delivery date, contact name, phone number, and email address.

4.0 PRODUCT SPECIFICATIONS

Specify all terms and conditions of the warranties associated with your products with your bid response.

5.0 PRICE QUOTATION

5.1 IMPORTANT: It is required that the PRICE QUOTATION SHEET(S) furnished with this Request for Price Quotation be completed and submitted with your proposal. DO NOT send generated price lists as your bid. Failure to comply with this request may eliminate your bid from consideration in the bid award.

5.2 All prices shall be quoted furnish and install (if applicable) FOB The University of Alabama, Tuscaloosa, AL 35487 prepay and allowed. Unit prices quoted must include any and all shipping and handling charges. Any freight claims will be the responsibility of the Bidder. The successful Bidder must transport at the time of set-up, the equipment and supplies necessary for this installation to campus. No direct shipments will be accepted.

5.3 It is the Bidder’s responsibility to verify any information, measurements and obtain any clarifications prior to submitting the bid response. The University is not liable for any errors or misinterpretations made by the Bidder in response to this Solicitation.

5.4 The successful Bidder under the specifications required in this Solicitation shall furnish at its expense all equipment, labor, tools, supplies, transportation, insurance and other expenses necessary to fully perform any phase of the requirements of this Solicitation.

5.5 Quote prices firm for a period of ninety (90) days following the bid opening date unless otherwise stated in the Special Conditions. Bids that do not guarantee pricing firm for this period may be eliminated. Failure to quote the term for which your prices will remain firm may eliminate your bid from consideration.

5.6 The quoted price must include but not be limited to all cables, wires, connectors, etc. to make a complete functioning unit unless specifically stated in the special conditions.

5.7 Include with your bid response complete details of your company’s Return Merchandise policy, including, but not limited to, amount of any restocking fee required, procedures, limitations, contact person and phone number. While the University does not enter into any purchase with the intent to return items ordered, we do require this information be included with your bid response. Failure to include this information may be grounds for elimination of your bid from consideration.

6.0 DELIVERY, INSTALLATION AND TRAINING REQUIREMENTS

6.1 Proposed delivery dates shall be stated in number of calendar days after receipt of order.

6.2 All items must be delivered directly to the University by the successful Bidder and placed according to the instructions supplied by the University.

7.0 INSURANCE

7.1 See General Terms and Conditions for general Insurance Requirements, Additional Insurance requirements may be listed in the Special Conditions Section.
7.2 The successful Bidder shall provide the University Purchasing Department a certificate of insurance listing the required types of insurance and minimum liabilities specified in the General Terms and Conditions unless otherwise modified in the Special Conditions.

7.3 The certificate must be received by The University of Alabama Purchasing Department within three (3) days of request. Failure to comply with this request may eliminate your bid from consideration in the bid award.

7.4 The University reserves the right to terminate any resulting contract, if the Bidder fails to keep these policies in force for the above amounts or for the duration of the contract period.

7.5 In the event of cancellation, material change or any other modifications or intent not to renew any of the insurance requirements specified, thirty (30) days written notice shall be given to the University by the party initiating any revision.

7.6 The umbrella policy must be listed on the insurance certificate with an explanation of the coverage.

8.0 RESTRICTIONS ON COMMUNICATIONS WITH UNIVERSITY STAFF

From the issue date of this Solicitation until a Contractor is selected and a contract award is made, Bidders are not allowed to communicate about the subject of the IFB with any University administrator faculty, staff, or members of the Board of Trustees except:

- The Purchasing Department representative, any University Purchasing Official representing the University administration, or others authorized in writing by the Purchasing Office and
- University Representatives during Bidder presentations.

If violation of this provision occurs, the University reserves the right to reject the Bidder’s response to this Solicitation.
9.0 SPECIAL CONDITIONS

9.1 The University of Alabama is requesting sealed bids for Furnish and Install Weight Lifting Equipment and Treadmills as per attached specifications.

9.2 For Group 1 for Power Lift Equipment, quote only Power Lift Brand to match existing equipment.
10.0 QUOTE SHEET

The University of Alabama is requesting sealed bids for Furnish and Install Weight Lifting Equipment and Treadmills as per attached specifications.

NOTE: 1) Total net cost for each item must include all shipping costs. Do not list freight separately. Failure to comply with this requirement may eliminate your bid from consideration.

   2) The installation costs must include any equipment, materials, labor, tools, supplies, transportation and any other expenses necessary to furnish, deliver and install the equipment as described below.

   3) All bidders must be factory authorized to sell, install and service the following equipment in the State of Alabama that is listed below.

   4) Please quote only on the equipment you can furnish, deliver and install. Bidders are not required to bid on each group in order for their bid response to be considered.

   5) Quote only Power Lift brand for Group 1 in order to match existing Power Lift equipment. Bidder must be factory authorized to furnish, deliver, install and repair Power Lift equipment.


<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>APPROX. QUANTITY</th>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>5 ea</td>
<td>Power Lift Rotating Glute Ham Benches, GHB</td>
<td>$______</td>
<td>$______</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Brand:_________________ Model #: ______________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>6 ea</td>
<td>Power Lift Multi Angle Dumbbell Benches, PDBB</td>
<td>$______</td>
<td>$______</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Brand:_________________ Model #: ______________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>7 ea</td>
<td>Power Lift “Lever Action” Benches</td>
<td>$______</td>
<td>$______</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Brand:_________________ Model #: ______________</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Installation Cost: $________</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sub total cost: $________</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The University of Alabama is offering the following equipment available for Trade-In. The items listed are available for inspection by contacting Mr. Rocky Colburn at (205) 348-7106 or by email at rcolburn@ia.ua.edu.

| 4 | 2 ea | Power Lift Glute Ham Benches | --$_____/ea --$______ |
|   |      |                               |                   |
|   |      |                               |                   |

GROUP 1 GRAND TOTAL LESS TRADE-IN: $_______
**Group 2:** Quote the following Life Fitness Hammer Ground Base Jammer equipment or equal.

<table>
<thead>
<tr>
<th>NO.</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>4 ea</td>
<td>Life Fitness Hammer Ground Base Jammer, GBJ</td>
<td>$______</td>
<td>$______</td>
</tr>
<tr>
<td></td>
<td></td>
<td>White frame, white workarm</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Brand:________________ Model #: ____________</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Installation Cost: $________</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**GROUP 2 GRAND TOTAL:** $________

**Group 3:** Quote the following Woodway Treadmills or equal.

<table>
<thead>
<tr>
<th>NO.</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>2 ea</td>
<td>Woodway Pro XL Treadmills</td>
<td>$______</td>
<td>$______</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Brand:________ Model #: __________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>2 ea</td>
<td>Personal Trainer Display Boards Option</td>
<td>$______</td>
<td>$______</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Includes: 27”x88” Running Surface; 0-15mph Speed; 208V or 220V Power Supply; -3% to +22% or 0-25% Elevation; 10 year warranty on frame; 7 year wear warranty On running surface; 5 year warranty on drive and motor; 3 year warranty on parts; 1 year warranty on labor</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**GROUP 3 GRAND TOTAL:** $________

**EACH ITEM MUST INCLUDE ALL SHIPPING COSTS. DO NOT LIST FREIGHT SEPARATELY.**

Specify all terms and conditions of the warranties associated with equipment/products being provided:
INVITATION FOR BID

Woodway Pro XL Treadmills
The WOODWAY Pro XL is designed for athletes seeking to maximize training effectiveness and performance.

**Training Performance**
- High speeds (0-15 mph)
- Extreme elevation options (-3%) - (+22%) or 0-25%
- Multiple LED readouts monitoring speed, incline, distance, time, and heart rate
- Easy access trainer controls of speed, incline and stop

**Patented Slat-Belt™ Transportation System**
- Individual slats with vulcanized rubber surface
- Zero stretch and Zero slip toothed, wire-reinforced lateral belts
- Near frictionless precision ball bearing rail guide

**Safety and Reliability**
- Emergency stop magnet and safety lanyard
- Polar monitor circuitry — Integrated heart rate monitoring
- Advanced SlatFlex™ shock absorption

---

**Dimensions**

---

**Physical Specifications**

<table>
<thead>
<tr>
<th>Belt Type</th>
<th>87 individual slats</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drive System</td>
<td>160 precision ball bearings with 10 roller guides (4 mm lateral tolerance)</td>
</tr>
<tr>
<td>Running Surface</td>
<td>Vulcanized rubber (38-43 shore hardness)</td>
</tr>
<tr>
<td>Drive Motor</td>
<td>2 hp continuous (5 hp peak) brushless servo</td>
</tr>
<tr>
<td>Unit Weight</td>
<td>675 lb. (shipping weight 939 lb.)</td>
</tr>
<tr>
<td>Power Supply</td>
<td>220 V power supply (dedicated circuit and NEMA 6-20R outlet receptacle required)</td>
</tr>
</tbody>
</table>

**Performance Specifications**

<table>
<thead>
<tr>
<th>User Weight Capacity</th>
<th>Running 500 lb. Walking 400 lb. (4 mph max)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Running Surface Area</td>
<td>27” X 88”</td>
</tr>
<tr>
<td>Speed Range</td>
<td>0 - 15 mph zero start 6.1 mph resolution</td>
</tr>
<tr>
<td>Elevation Range</td>
<td>(-3) - (+22%) or 0 - 25%</td>
</tr>
<tr>
<td>Standard Fitness</td>
<td>7 year wear warranty</td>
</tr>
<tr>
<td>Warranty</td>
<td>2 year drive and motor 3 year all components 1 year labor</td>
</tr>
</tbody>
</table>

**Increase functionality with the following Options:**
- Personal Trainer Display
- Medical Package (hospital grade circuitry, reverse and 4 year parts warranty)
- Polaris monitor chest strap
- Jump Plate
- RS-232 serial port interface (includes MedPro software)
- 0 - 16.5 mph speed range
- Silver handrails
- Reverse (0 - 5 mph)
- LCD TV (15° does not require separate power source)
- Personal DVD player (attaches to LCD TV unit)

---

**Personal Trainer Display**

- Menu driven color LCD screen (shown above)
- 10 pre programmed workouts
- Ability to create custom user workouts (up to 90)
- Fitness testing (Pre loaded U.S. Military, Medical and Fire Department protocol)
- Animated Readouts (speed, incline, distance, calories, time/pace heart rate and METs)
INVITATION FOR BID

PROMPT PAYMENT DISCOUNT ______% ______ DAYS, NET ______ DAYS

INSTALLATION IS NEEDED WITHIN TWO (2) TO FOUR (4) WEEKS AFTER RECEIPT OF A PURCHASE ORDER. CAN YOU MEET THIS DELIVERY REQUIREMENT? ______YES ______NO

IF NO, WHAT IS YOUR EARLIEST INSTALLATION DATE? __________________________________________

PRICES EFFECTIVE UNTIL ____________________________ (MUST BE A MINIMUM OF NINETY (90) DAYS)

VENDOR CONTACT PERSON EMAIL ADDRESS: ____________________________

VENDOR WEB PAGE ADDRESS: ____________________________

REFERENCES:
References must be included with the bid response. References must include at least three (3) other installations of the equipment being bid that has been successfully maintained by the bidder for the past two (2) years, which is similar to equipment to be located at The University of Alabama in terms of manufacturer, size and features.

Company: ____________________________
Address: ____________________________
Contact Name: __________________ E-mail: __________________
Phone #: __________________ Fax #:_____________________

Company: ____________________________
Address: ____________________________
Contact Name: __________________ E-mail: __________________
Phone #: __________________ Fax #:_____________________

Company: ____________________________
Address: ____________________________
Contact Name: __________________ E-mail: __________________
Phone #: __________________ Fax #:_____________________ 

At the request of the University, the bidder will file additional reliable data and references for investigation. The University may make such investigation as deemed necessary to determine the ability of the bidder to perform the work.

Location of the vendor’s nearest service center from the University campus: ____________________________
City, State ____________________________
DISCLOSURE STATEMENT

1. Contract/Purchase Order No. _________________________________

2. Name of Contract/Grantee: _________________________________
   Address: _______________________________________
   Telephone: _______________________________________
   Fax: _______________________________________

3. Nature of Contract/Grant: _________________________________
   _______________________________________
   _______________________________________

4. Does the contractor/grantee have any relationships with any employee or
   official of the University, or a family member of such employee or official,
   that will enable such employee or official, or his/her family member, to
   benefit from this contract? If so, please state the names, relationships, and
   nature of the benefit.
   _______________________________________
   _______________________________________
   _______________________________________

(For employees of the University, family members include spouse and
dependents. For members of the Board of Trustees (officials), family members
include spouse, dependents, adult children and their spouses, parents, in-laws,
siblings and their spouses.)

This Disclosure Form will be available for public inspection upon request.

The above information is true and accurate, to the best of my knowledge.

_____________________________________
Signature of Authorized Agent of Contractor/Grantee

_____________________________________
Date: _________________________________

RETURN FORM TO: The University of Alabama
Purchasing Dept.
Box 870130
Tuscaloosa, AL 35487-0130
Ph: (205) 348-5230
Fax: (205) 348-8706
www.purchasing.ua.edu