

**RFP 24-1901 Outdoor Fitness Court Equipment and Services
Issued: June 6, 2024**

Due on or Before: June 20, 2024, 1:00 PM (CT)



**GADSDEN STATE
COMMUNITY COLLEGE**
Purchasing Department

P. O. Box 227 • Gadsden, Alabama 35902-0227 • www.gadsdenstate.edu

Purpose

Gadsden State Community College (College) is soliciting proposals from qualified companies to supply equipment, hardware, software, and services for an Outdoor Fitness Court (Court).

Background

The College offers an array of associate degree and certificate programs. Students may enroll in classes at any of the College's five locations in Northeast Alabama. For more information about the College visit www.gadsdenstate.edu.

Scope of Work/Specifications

Equipment and Hardware

Supply equipment and hardware (including, but not limited to, Court tile, bolts, attachments and anchors) required for installation and use of the following fitness elements anchored and grouped within seven stations on the Court:

- Two Push Stations
- Four Pull Stations
- Two Bend Stations
- Ten Lunge Stations
- Eight Lunge Steps
- Four Pair Pull Rings
- Four Pair Push Rings
- Support Wall with Foot Strips

Equipment must:

Accommodate the appended layout.

Accommodate the Court size and fitness element components.

Allow for the application of graphics and signage.

Be made for all climates.

Have anchor bolted into concrete capability.

Include maintenance guide, touch-paint, and necessary tooling.

Equipment shall not require disassembly in the winter.

Replacement parts must be available for all equipment.

Court

Court Description:

- 67'x32' outdoor court to include the following components:

- 32'x32' outdoor fitness studio
- 32'x35' outdoor bodyweight circuit training system with the following elements:
 - Seven-station circuit training system providing full-body workout modules.
 - Fitness Court body-weight training wall - 32'W x 2'D x 6' H with custom graphics.
 - Thirty pieces of body-weight fitness elements for simultaneous use by at least 28 users at one time.

Court Surface - Tile Surface Specifications:

- Outdoor Sports Floor Size: 2,048 SF (64'x32')
- Color: Blue (Preferred)
- Thickness: 1" Tiles
- ADA Border Required.

Court Specifications:

- All structural components must be made from high-grade carbon steel.
- Structural components must have a high-grade dual layer powder coating.
- All cladding (skins) must be made from high-grade aluminum and powder coated.
- Graphics and signage must be printed with anti-graffiti over-lamination material.
- Must be resilient to heavy, repeated daily use.
- Must provide at least 30 individual pieces of equipment.
- Galvanized fittings and bolts must be included for installation.
- Cables must be stainless steel.
- A full installation guide must be provided.

Software

Provide a mobile app for iOS/Android that teaches proper use, routines, and challenges to all users of the Court must be supplied and provide the following:

- Classes: schedule, run and track attendance using the App back-end scheduling tool, providing live class management. Training and basic setup provided.
- Learn: video guides that deliver workouts and teach the basics for beginners on the Court. New content should be released at least quarterly, with regular updates.
- Train: individual audio guides. New content should be released at least quarterly.
- Challenge: competitive tracking allowing users to participate in timed, scored challenges, with an option to submit their scores to a national Leaderboard. Acts as a regional and national event qualification tool.

Programming and Training Services

Programming and training tools must include the following:

- Learn: provide education modules that are eligible for a range of industry certifications, are offered both in- person and remote, and provide a range of class templates, coaching tips and more to qualified fitness Court Training Representatives. Includes program vouchers for up to 12 individual r Fitness Court Training Representative, approved through the American Council on Exercise (ACE).
- Train: classes, clinics and challenges, led by Fitness Court Representative, that engage all ages and fitness levels, and expands the user community and increases long-term usage and adoption.
- Share: continuous online and print storytelling, engagement and social connection that builds out a healthy culture on the Court.

Promotional/Media Services

- Promotion of the Court launch and its programs using traditional, social media channels, and promotional materials.
- Court decal design.

Delivery/Performance Schedule

The equipment must be delivered within 30 days of receipt of an approved College purchase order.

Requests for Clarification

Offerors desiring further information or interpretation of the scope of work or RFP requirements must make requests in writing to Kim Carter, Director of Purchasing, 1001 George Wallace Drive, Gadsden, AL 35903 or by email to purchasing@gadsdenstate.edu, at least seven (7) calendar days prior to proposal submission deadline. Answers to such requests will be posted at <https://www.gadsdenstate.edu/operating-financial-data.cms>.

Proposal Submission

An original hard copy of the proposal plus one in USB format of the proposal must be mailed or hand-delivered in a sealed envelope, marked with the RFP name and number listed on the outside envelope to the address provided herein. Proposals submitted after the due date and time will not be considered.

Include in your proposal:

1. **Company Overview:** Provide a brief overview of your company, including its history and experience in supplying fitness equipment and services.
2. **Equipment:** By station type, list all equipment and quantities proposed for the Court, and include descriptive literature for all proposed equipment.
3. **Court Tile:** Provide descriptive literature of the proposed Court tile.
4. **Software:** Describe the key features and functionality of your fitness software.
5. **Programming and Training Tools:** Describe your fitness programming and training tools.
6. **Pricing:** Provide an itemized price listing for equipment, tile, software, programming and training tools, media/promotional support, and any other costs. All grants or discounts offered must be identified in pricing information.
7. **Client References:** Include a list of client references who have utilized your fitness equipment and services.
8. RFP Certification Form

Evaluation

Responses will be reviewed for compliance with the requirements stated in the RFP. Proposals deemed non-responsive will be eliminated from further consideration. Gadsden State may contact the supplier for clarification of the response. Other sources of information may be used to perform the evaluation.

Delivery

Proposals delivered by the **U. S. Postal Service** must be addressed to:

Gadsden State Community College
ATTN: Purchasing Department
P. O. Box 227
Gadsden AL 35902-0227

Proposals delivered by **special courier service** (FedEx, UPS) must be addressed to:

Gadsden State Community College
ATTN: Purchasing
1001 George Wallace Drive
Gadsden AL 35903

Proposals may be **hand-delivered** to:

Gadsden State Community College
1001 Korner Street

Joe Ford Center, Suite 113
Gadsden AL 35903

Proposals delivered by the offeror, United States Postal Service, Federal Express, UPS, or other delivery service must have the RFP number indicated on the envelope.

Form of Proposal

All proposals must be sealed when received. Electronic proposals will not be considered.

Alternate Bid Responses

The College will review and evaluate acceptable alternate equipment and services proposals. However, proposals that deviate substantially from the scope of work/specifications, equipment layout, that are not clearly identified, and that do not include complete specifications will not be considered.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4(A)(11), the College is exempt from paying sales tax. Prices are not to include sales tax. An exemption letter will be furnished upon request.

Inspection

It is the responsibility of the Offeror to inspect the facilities (grounds, road access, and buildings) for delivery method, installation and/or set-up of materials, supplies and/or equipment.

Acceptance

The responsibility of determining the acceptability of any products or services offered rests solely with Gadsden State.

Pre-Bid Conference

A pre-bid conference may be conducted to explain the procurement requirements. If a pre-bid conference is to be held, Gadsden State will notify offerors via email of the pre-conference, date, time, and location.

Discussions

Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award; but proposals may be accepted without such discussions.

Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by written notice if received at the place designated for receipt of proposals, prior to the proposal due date and time, or if discussions have begun, and prior to the date and time by which best and final offers must be submitted.

Late Proposals, Late Withdrawals, and Late Modifications

Any proposal withdrawal or modification received after the specified due date and time at the place designated for receipt of proposals will be considered late.

Responsibility and Responsiveness

Proposals will only be considered by an offeror who has submitted a proposal which conforms in all material aspects to the RFP.

Offeror Responsibilities

The Offeror will assume all liability for employees while working on Gadsden State campuses.

The Offeror will assume all liability for any injuries suffered by any person in connection with the Offeror's equipment and vehicles.

The Offeror will be responsible for the repair or replacement cost of any damage to Gadsden State property

caused by the use, misuse, or negligence of the Offeror's employees.

All Offeror's employees working on this contract shall be bonded, or the Offeror accepts all responsibility.

The Offeror agrees to indemnify, defend, save the Gadsden State, the Alabama Community College System and its Board of Trustees (hereinafter Releasees) harmless from any and all claims, demands, actions, debts, liabilities, judgments, costs, and attorney's fees arising out of, claimed on account of, or in any manner predicted upon loss of or damage to property or injuries to or the death of any and all person whatsoever, in any manner, caused or contributed to by the offeror, its agents, servants, or employees, while in, or about Gadsden State premises on which the work under this RFP is to be done, or while going to or departing from same, and to save the Releasees harmless from and on account of damages of any kind which the Releasees may suffer as the result of the acts of any of the offeror's agents, servants or employees in or about the performance of any contract between the Offeror and Gadsden State.

The Offeror shall indemnify, defend, and hold the Releasees harmless for any liability incurred by the Releasees because of the non-payment, for any reason, of any debt or obligation for which the Offeror has agreed to bear responsibility for payment, including the Releasees attorney's fees, costs of litigation and the amount of any judgment or extra judicial settlement entered into by Gadsden State, including interest.

The Offeror will be completely responsible for supervising and directing the work under this RFP.

The Offeror agrees that it is fully responsible for the acts and omissions of persons employed by the Offeror.

Offeror will be responsible for labor, equipment and supplies to provide services described herein.

Any defective work or materials, non-conformance to RFP requirements, damaged materials, or unsatisfactory installation shall be corrected to Gadsden State's satisfaction by the successful offeror at no additional charge. Unless specifically called for in the RFP, all products for purchase must be new, never previously used, the current model and carry the manufacturers' standard warranty. Remanufactured, demonstrator, used or irregular items will not be considered.

College Rights

Gadsden State reserves the right to reject any or all proposals, or any part thereof, and to waive any technicality in the offering in the best interest of the College.

Gadsden State reserves the right to purchase according to availability of funds.

Gadsden State may cancel any contract resulting from an award of this RFP at any time with 15 days' written notice of termination.

Payment shall be contingent upon the Gadsden State's inspection of and satisfaction with completed work, services, or materials.

Insurance

The Offeror shall purchase and maintain such insurance as will provide protection from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability, policies, and from claims for injury to, loss, or destruction of tangible property, including loss of use resulting there from, any or all of which may arise out of or result from Offeror's operations under the scope of work, whether such operations be by Offeror anyone directly or indirectly employed by Offeror for whose acts offeror may be legally liable. This insurance shall include the types and specific coverage(s) and be written for not less than any limits of liability required by law. Insurance must

include, but is not limited to, coverage for commercial general liability, commercial automobile liability, worker's compensation, and employer's liability coverage. The Releasees shall be named as an additional insured on all policies. Offeror shall provide Gadsden State a copy of its Certificate of Insurance.

Licenses and Permits

The Offeror must obtain and maintain, any and all necessary licenses and permits, and comply with all applicable Federal, State, and Local laws in conjunction with the performance of the scope of work. Gadsden State may request valid copies of necessary licenses and permits.

State of Alabama Disclosure Statement

Section 41-16-82 of the Code of Alabama 1975 requires the Vendor Disclosure Statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the Statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Beason-Hammon Alabama Taxpayer and Citizen Protection Act

As required by Section 31-13-9(k) of the Code of Alabama 1975, the supplier agrees to the following: "By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom." Verification of enrollment in the E-Verify program will be required prior to any award to a supplier who employs one or more employees within the State of Alabama. E-Verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of the supplier's bid. To enroll in the E-Verify program visit <https://www.e-verify.gov/>.

Certification Pursuant to Act No. 2006-557

Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557) provides that every bid submitted, and contract executed shall contain a certification that the supplier, supplier, 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 and use tax, or simplified seller use tax, and/or lease tax on all taxable sales and leases into Alabama. By submitting this proposal, the offeror is hereby certifying that they are in full compliance with Section 41-4-142, they are not barred from bidding or entering into a contract as a result and acknowledges that the awarding authority may declare the contract void if the certification is false.

Debarment and Suspension

Per e-CFR §200.214 Suspension and debarment. Non-Federal entities are subject to non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180. The regulations in 2 CFR Part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. By submitting this proposal, the offeror is hereby certifying that they are in full compliance with CFR 200.214.

Debarment and Suspension Certification:

a. The Offeror certifies to the best of their knowledge and belief, they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a covered transaction by any Federal department or agency;

b. That the Offeror has not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. The Offeror is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local); and

d. The Offeror has not, within a three-year period preceding this agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

Federal Contracting Provisions

By submitting this proposal, the Offeror agrees to comply with all the provisions required for federal contracting and agrees to provide Gadsden State with appropriate documentation. These provisions include, but are not limited to, the Davis-Bacon Act, Copeland "Anti-Kickback" Act, Contract Work Hours and Safety Standards Act, and Clean Air Act. Furthermore, the offeror acknowledges that any resulting contract may address breach of contract, termination for cause and the Equal Employment Opportunity clause provided under 41 CFR 61-1.4(b).

Additional Terms and Conditions

The following provisions shall take precedence over any and all contrary or conflicting provisions of the agreement between the parties and shall govern the rights and obligations of the parties:

This agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice- or conflict- of- laws, provisions, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama. It is further agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of this agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Contracting party/offeror understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise from or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire, for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from. This agreement constitutes the sole and entire agreement of the parties to this agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter. In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the parties shall consider settling all disputes arising from or related to this agreement by using appropriate forms of non-binding alternative dispute resolution. In the event of proration of the fund from which payment under which this agreement is to be made, the agreement will be subject to termination. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade. It is understood that there is no entitlement to any state merit system benefits to anyone working under this agreement. In accordance with Alabama Act 2023-409, the vendor does hereby verify that, without violating controlling law or regulation, it does not and will not, during the term of the contract, engage in economic boycotts.

RFP Certification Form

RFP 24-1901 Outdoor Fitness Court Equipment and Services

Company Name: _____

Street Address: _____

City, State: _____

Zip: _____

Telephone: _____

Email: _____

I acknowledge receipt of the solicitation and all amendments (new rounds). I have read the solicitation and agree to furnish each item or service offered at the price quoted. I will comply with all terms and conditions contained within this solicitation. I have not been in any agreement of collusion among offerors in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering. I further certify that I am not barred from making an offer or entering into a contract and acknowledge that the contracting state agency may declare the contract void if this certification is false.

Signature and Title of Authorized Officer/Agent _____

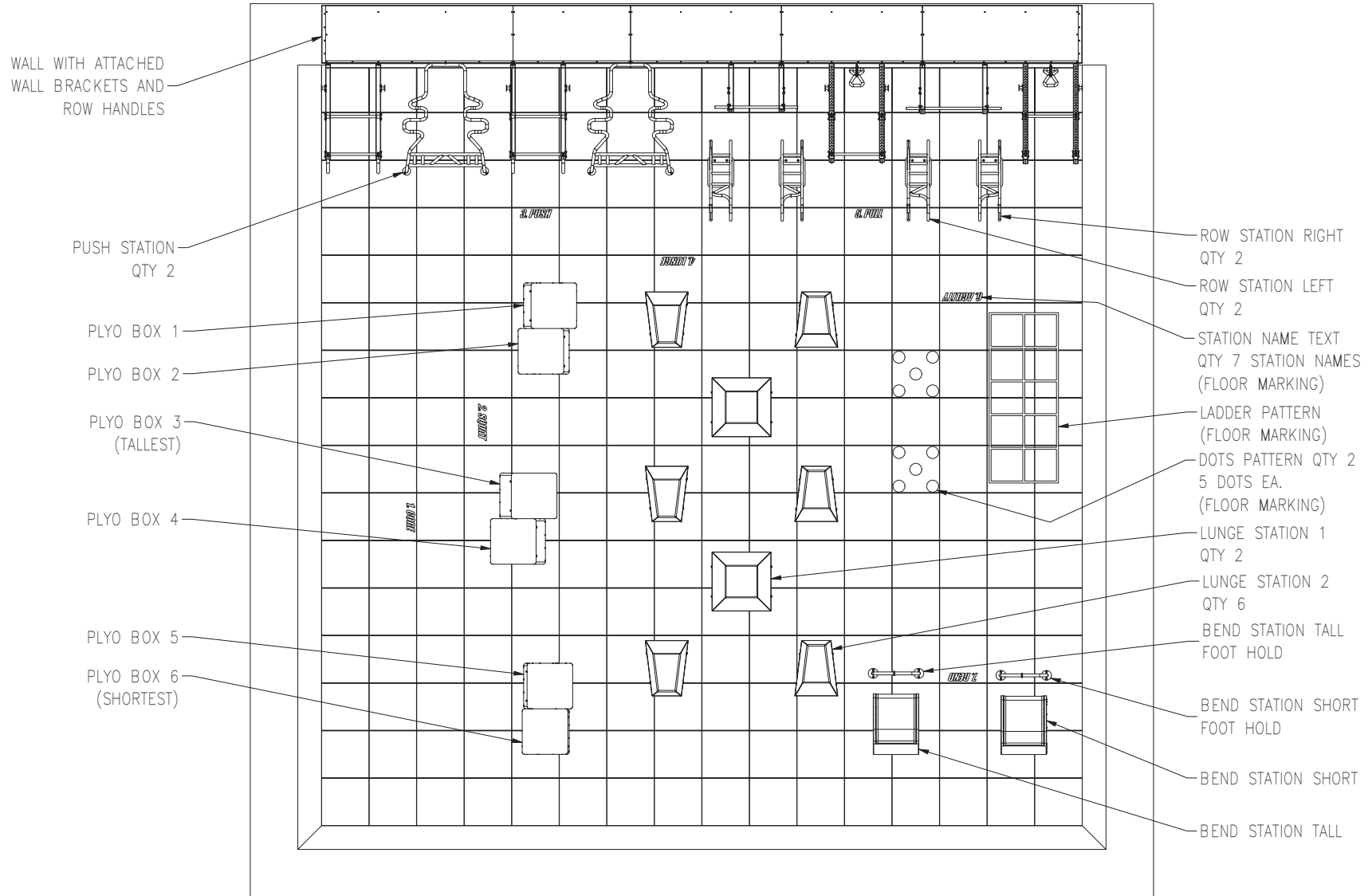
Typed or Printed Name of Above: _____

Notary's Signature

Date

Notary Seal and Expiration Date

EQUIPMENT AND FLOOR MARKING LAYOUT



THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION AND MAY ONLY BE USED BY PERMISSION FROM GADSDEN STATE COMMUNITY COLLEGE (COLLEGE) AND FOR THE PURPOSES AUTHORIZED BY THE COLLEGE. DISCLOSURE, DUPLICATION, MODIFICATION, OR OTHER USE OF THIS DOCUMENT IS NOT PERMITTED WITHOUT THE PRIOR WRITTEN PERMISSION OF THE COLLEGE.