

**Standard Contract****Contract # UCPUMW 19-1017  
Rental and Management of Fitness Equipment**

This contract, effective upon on 10 July 2019 by Johnson Health Tech North America dba Matrix Fitness, hereinafter called the “Contractor” and the Commonwealth of Virginia, University of Mary Washington called the, “University” or “UMW”.

**WITNESSETH** that the Contractor and the University, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**PERIOD OF CONTRACT:** 10 July 2019 through 30 June 2022 with two (2) optional successive three (3) year periods that if exercised will extend the term of the contract to 30 June 2028.

**CONTRACT DOCUMENTS:** The contract documents shall consist of in order of precedence:

1. This signed Contract;
2. The Rental Agreement with Municipal Asset Management dated 8 July 2019;
3. The University’s Contractor’s Form Addendum dated 8 July 2019;
4. The Contractor’s proposal dated including all attachments dated 22 May 2019, including Clarification Response dated 31 May 2019 and Negotiation Correspondence dated 7 June 2019;
5. Any addenda and the original solicitation, RFP UCPUMW 19-1017, to include:
  - a. The Statement of Needs
  - b. The General Terms and Conditions
  - c. The Special Terms and Conditions;

All of which are incorporated herein by reference and constitute the “contract documents.” Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors.

**SCOPE OF SERVICES:** Contractor agrees to provide the services outlined in the Statement of Needs with following additional details:

1. Matrix is responsible for all Ordering, Delivery and Installation of Equipment as identified in the Rental Agreement;
2. The pricing identified in the rental agreement includes all related costs, including, but not limited to, transportation, packing, taxes (including sales and property taxes), duties, insurance, installation, testing, maintenance, all associated fees, and teardown, removal and return of equipment.
3. Set-up, installation, including Asset Management Tool will commence on 9 August 2019.
4. If UMW decides to acquire all new Matrix Fitness Equipment of equal or greater value of original purchase, Matrix will pay the Fair Market Value and remove the equipment.
5. Fit Repairs has been identified as third-party-provider for maintenance. Any changes in this third-party-provider agreement must be pre-approved by UMW.
6. Matrix Key Personnel will be on campus a minimum of twice annually to conduct student worker-in-service training (including, but not limited to, introduction to equipment, how-to-use guidelines, cleaning protocol, Asset Management logging, admissions tour highlights, Matrix Learning Center walk-through and quick serial number identification).
7. Matrix will provide quarterly Preventative Maintenance, including strength equipment downstairs and existing three Woodways and one Cybex.
8. Matrix will provide accredited Spring 8 Workshop Certification at no additional cost, inviting up to twenty

professional staff or students by May 2020.

9. Accredited MX4 Training/or Group X Training will be offered to UMW professional staff and students at a value of \$2,500 by May 2020.
10. Matrix will provide financial sponsorship for up to five (5) students for the Southeast Collegiate Fitness Expo on an annual basis.

**CONTRACT ADMINISTRATION:** The Director of Campus Recreation or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.

**METHOD OF PAYMENT:** The contractor shall be paid using one of the following three (3) methods for all University initiated procurements:

1. Small Purchase Charge Card (SPCC): Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC, currently the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 4% of the total sale. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price. If the contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via charge card for invoices \$50,000 or less. *The University reserves the right to request certification (with confirmation code) of the vendor's registration with its merchant bank/VISA to invoke "check-out fees" or surcharges for use of the credit card. "Check-out fees" or surcharges for use of the credit card shall not exceed the vendor's cost of acceptance rate.*
2. ePayables through Bank of America: All payments under ePayables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payables department at [payables@umw.edu](mailto:payables@umw.edu) or view <http://www.bankofamerica.com/epayablesvendors>.
3. Check or ACH: Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.

To be considered eligible for payment, *all invoices must be received at the following address should reference the eVA purchase order and UMW contract numbers:*

University of Mary Washington  
Attention: Accounts Payable  
1301 College Avenue  
Fredericksburg, VA 22401

**Note: This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules §36* or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law relating to discrimination in employment.**

In witness, whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

**CONTRACTOR**

Signature: David R Detweiler

Printed Name: David R. Detweiler

Title: North Atlantic District Manager

Date: 7/11/2019

FEI/FIN#: 26-3652291

Phone: 240-397-0464

Email: dave.detweiler@matrixfitness.com

**UNIVERSITY OF MARY WASHINGTON**

Signature: Melva A. H. Kishpaugh

Printed Name: Melva A. H. Kishpaugh

Title: Director, Procurement Services

Date: July 12, 2019