



July 15, 2021

ADDENDUM NO.: Three

TO ALL OFFERORS:

REFERENCE: Request for Proposal No: **RFP JGM-1124**
Dated: **July 15, 2021**
Commodity: **Athletic Fitness Equipment, Strength & Conditioning Equipment, Apparel, & Related Services**
RFP Closing On: ~~July 19, 2021~~
July 21, 2021

Please note the clarifications and/or changes made on this proposal program:

Signify receipt of this addendum by initialing “*Addendum #3* _____” on the signature page of your proposal.

1. Question: Are clarifications or exceptions to the terms and conditions of the Bid Documents permitted?

Answer: Clarifications or exceptions to the terms and conditions of the RFP should be noted in your firm’s response to the RFP.

2. Question: Will the Commonwealth of Virginia agree to a mutual waiver of consequential damages?

Answer: No.

3. Question: Will the Commonwealth of Virginia agree the addition of a mutually agreeable force majeure clause? Clarifications or exceptions to the terms and conditions of the RFP should be noted in your firm’s response to the RFP.

Answer: Clarifications or exceptions to the terms and conditions of the RFP should be noted in your firm’s response to the RFP.

4. Question: Assignment of Contract (RFP, pg. 14, N.): Will the Commonwealth of Virginia agree to allow the Contractor to assign the contract without notice or consent in connection with a merger, consolidation, sale of all of the equity interests of Contractor, or a sale of all or substantially all of the assets of Contractor to which the Contract relates?

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Wine Price Building
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PROCUREMENT SERVICES 540.568.7935 Fax

Answer: The University will require notice in connection with a merger, consolidation, sale of all of the equity interests of Contractor, or a sale of all or substantially all of the assets of Contractor to which the Contract relates.

5. Question: Insurance (RFP pg. 15, Q.3.): Will the Commonwealth of Virginia remove the requirement to name the Commonwealth of Virginia as additional insured and so endorse it on the policy?

Answer: Clarifications or exceptions to the terms and conditions of the RFP should be noted in your firm's response to the RFP.

6. Price Adjustment (RFP, pg. 19, F.): Will the Commonwealth of Virginia agree with a price escalation clause allowing Contractor to increase the price annually if there are increases in input costs?

Answer: Clarifications or exceptions to the terms and conditions of the RFP should be noted in your firm's response to the RFP.

7. Question: Price Adjustment (RFP, pg. 19, F.): Will the Commonwealth of Virginia agree with a price escalation clause allowing Contractor to increase the price periodically if there are significant increases in input costs?

Answer: Clarifications or exceptions to the terms and conditions of the RFP should be noted in your firm's response to the RFP.

8. Question: Small Business Subcontracting (RFP, pg. 21, J. 3.): Will the Commonwealth of Virginia agree to waive the requirement that when a prime contractor wins an award of over \$200,000 the Contractor shall deliver to the contracting agency or institution with every request for payment, information on the use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses?

Answer: This term shall apply, if Contractor is proposing to use subcontractors to perform any of the work as outlined in the RFP.

9. Question: Indemnification (RFP, pg. 22, N.): Will the Commonwealth of Virginia agree to limit the indemnity and hold harmless provision to bodily injury and tangible property damage to the extent caused by Contractor's negligence and bidder's defense obligation, if any, if caused solely by a defect in design or manufacturing of the equipment or the sole negligence of the Contractor?

Answer: No.

Sincerely,



Garrett Morris
Buyer Senior
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