



Sunshine Coast Regional District

Request for Proposal

Number: 2461401

for

Fitness Equipment Replacement

Issue Date:

September 11, 2024

Closing Date of

October 10, 2024 at 3:00 PM local time

OPTIONAL SITE MEETING: an optional site meeting will be held on September 23, 2024 at 11:00 pm local time starting at 700 Park Road, Gibsons BC. Proponents will be required to provide their own transportation between the sites. Proponents need to RSVP by noon on September 20, 2024 to purchasing@scrd.ca; if no RSVPs are received the site meeting may be cancelled.

CONTACT: All enquiries related to this Request for Proposal, including any requests for information and clarification, are to be submitted by September 25, 2024 and directed, in writing, to purchasing@scrd.ca, who will respond if time permits with a Q&A on BC Bid by October 2, 2024. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid or otherwise distributed to prospective Proponents.

DELIVERY OF PROPOSALS: Proposals must be in English and must be submitted using one of the submission methods below, and must either **(1)** include a copy of this cover page that is signed by an authorized representative of the Proponent or **(2)** be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in the RFP.

BC Bid Electronic Submission: Proponents may submit an electronic proposal using BC Bid. Proposals must be submitted in accordance with the BC Bid requirements and e-bidding key requirements (found at <https://www.bcbid.gov.bc.ca/>). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal using the BC Bid system. Use of an e-bidding key is effective as a signature.

OR

Hard Copy Submission: Proponents must submit **ONE (1)** hard-copies and **ONE (1)** electronic copy on a USB Drive of the proposal. Proposals submitted by hard copy must be submitted by hand or courier to:

**Sunshine Coast Regional District
1975 Field Road
Sechelt, BC V7Z 0A8**

Regardless of submission method, proposals must be received before Closing Time to be considered.

CONFIRMATION OF PROPONENT'S INTENT TO BE BOUND:

The enclosed proposal is submitted in response to the referenced Request for Proposal, including any Addenda. By submitting a proposal the Proponent agrees to all of the terms and conditions of the RFP including the following:

- The Proponent has carefully read and examined the entire Request for Proposal;
- The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and
- The Proponent agrees to be bound by the statements and representations made in its proposal.

PROPONENT NAME (please print): _____

NAME OF AUTHORIZED REPRESENTATIVE (please print): _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

DATE: _____

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1. GENERAL TERMS & CONDITIONS

1.1 DEFINITIONS

Throughout this Request for Proposal, the following definitions apply:

"Addenda" means all additional information regarding this RFP, including amendments to the RFP; **"BC Bid"** means the BC Bid website located at <https://www.bcbid.gov.bc.ca/>;

"Closing Location" includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable;

"Closing Time" means the closing time and date for this RFP as set out on the cover page of this RFP;

"Contract" means the written agreement resulting from the RFP executed by the Regional District and the successful Proponent;

"Contractor" means the successful Proponent to the RFP who enters into a Contract with the Regional District;

"Must", or "mandatory" means a requirement that must be met in order for a proposal to receive consideration;

"Proponent" means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP;

"Proposal" means a written response to the RFP that is submitted by a Proponent;

"Request for Proposals" or "RFP" means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District by Addenda; and

"Should", "may" or "weighted" means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

"SCRD", "Regional District", "Organization", "we", "us", and "our" mean Sunshine Coast Regional District.

1.2 FORM OF PROPOSAL

This Proposal must be completed in its entirety. Failure to properly complete this Proposal form may cause your Proposal to be rejected. The signing officer must initial all corrections. The Sunshine Coast Regional District (Regional District) reserves the right to permit a correction, clarification or amendment to the Proposal or to correct minor errors and irregularities.

1.3 SUBMISSION OF PROPOSAL

- a) Proposals must be submitted before Closing Time to the Closing Location using one of the

submission methods set out on the cover page of this RFP. Proposals must not be sent by fax. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the Regional District receives a complete Proposal, including all attachments or enclosures, before the Closing Time.

- b) For electronic submissions (BC Bid or email), the following applies:

(i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;

(ii) The Regional District limits the maximum size of any single email message to 20MB or less.

(iii) Proponents should endeavour to submit emailed proposal submissions in a single message and avoid sending multiple email submissions for the same opportunity. If an electronic submission exceeds the applicable maximum single message size, the Proponent may make multiple submissions (BC Bid upload or multiple emails for the same opportunity). Proponents should identify the order and number of emails making up the email proposal submission (e.g. "email 1 of 3, email 2 of 3...");

(iv) For email proposal submissions sent through multiple emails, the Regional District reserves the right to seek clarification or reject the proposal if the Regional District is unable to determine what documents constitute the complete proposal;

(v) Attachments must not be compressed or encrypted, must not contain viruses or malware, must not be corrupted, and must be able to be opened using commonly available software (e.g. Adobe Acrobat). Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The Regional District has no obligation to attempt to remedy any message or attachment that is received corrupted or cannot be viewed. The Regional District may reject proposals that are compressed encrypted, cannot be opened or that contain viruses or malware or corrupted attachments.

- c) For BC Bid e-submissions only pre-authorized e-bidders registered on BC Bid can submit

electronic bids on BC Bid. BC Bid is a subscription service (\$150 per year) and the registration process may take two business days to complete. If using this submission method, Proponents should refer to the BC Bid website or contact BC Bid Helpdesk at 250-387-7301 for more information. An electronic proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Proponent. Using the e-bidding key of a subcontractor is not acceptable.

- d) For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 1.6, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.
- e) The Regional District strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
- f) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Regional District Electronic Mail System or BC Bid.
- g) While the Regional District may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the Regional District Electronic Mail System rejects an email proposal submission for any reason, and the Proponent does not successfully resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the Regional District Contact immediately to arrange for an alternative submission method if:
 - (i) the Proponent's email proposal submission is rejected by the Regional District Electronic Mail System; or
 - (ii) the Proponent does not receive an automated response email from the Regional District confirming receipt of each and every message transmitted, within a half hour of transmission by the Proponent.

An alternate submission method may be made available, at the Regional District's discretion, immediately to arrange for an alternative submission method, and it is the Proponent's sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the Regional District before the Closing Time. The Regional District makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.

1.4 SIGNATURE REQUIRED

Proposals must be properly signed by an officer, employee or agent having authority to bind the Proponent by that signature.

1.5 CLARIFICATIONS, ADDENDA & MINOR IRREGULARITIES

If any Proponent finds any inconsistencies, errors or omissions in the proposal documents or requires information, clarification of any provision contained therein, they shall submit their query in writing or email, addressed as follows:

Purchasing Division
Sunshine Coast Regional District
1975 Field Road, Sechelt, BC V7Z 0A8

purchasing@scrd.ca

Any interpretation of, addition to, deletions from or any corrections to the proposal documents will be issued as written addendum by the Regional District.

All Addenda will be posted on BC Bid. It is the sole responsibility of the Proponent to check for Addenda on BC Bid. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

1.6 WITHDRAWAL OR REVISIONS

Proposals or revisions may be withdrawn by written notice provided such a notice of withdrawal is received prior to the closing date and time. Proposals withdrawn will be returned to the Proponent unopened. Revisions to the proposals already received shall be submitted only by electronic mail, or signed letter. The revision must state only the amount by which a figure is to be increased or decreased, or specific directions as to the exclusions or inclusion of particular words.

1.7 CONDUCT OF THE CONTRACT

Unless otherwise specified within this document, any queries regarding this Request for Proposal are to be

directed to purchasing@scrd.ca. No other verbal or written instruction or information shall be relied upon by the Bidder, nor will they be binding upon the Regional District.

1.8 CONFLICT OF INTEREST/NO LOBBYING

- (a) A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the Regional District's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the Regional District involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Regional District Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.
- (b) A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate, for this purpose directly or indirectly with any employee, contractor or representative of the Regional District, including members of the evaluation committee and any elected officials of the Regional District, or with the media, may result in disqualification of the Proponent.

1.9 CONTRACT

By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Regional District on substantially the same terms and Conditions set out in www.scrd.ca/bid and such other terms and conditions to be finalized to the satisfaction of the Regional District, if applicable.

1.10 SUSTAINABLE PROCUREMENT

The Regional District adheres to its sustainable consideration factors. Proposals will be considered not only on the total cost of services, but Proposals that addresses the environment and social factors.

1.11 INVOICING AND PAYMENT

Unless otherwise agreed, the Regional District payment terms are Net 30 days following receipt of services or approved invoices, whichever is later. Original invoices are to be forwarded to the accounts payable department of the Regional District. The purchase order number assigned by the Regional District must be stated on the invoice otherwise payment may be delayed.

1.12 PRICING, CURRENCY AND TAXES

Offered prices are to be attached as a price schedule in Canadian dollars with taxes stated separately when applicable.

1.13 IRREVOCABLE OFFER

This Proposal must be irrevocable for 90 days from the Proposal closing date and time.

1.14 TIME IS OF THE ESSENCE

Time shall be of the essence in this contract.

1.15 ASSIGNMENT

The Proponent will not, without written consent of the Regional District, assign or transfer this contract or any part thereof.

1.16 OWNERSHIP OF DOCUMENTS & FREEDOM OF INFORMATION

All documents submitted in response to this Request for Proposal shall become the property of the Regional District and as such will be subject to the disclosure provisions of the *Freedom of Information and Protection of Privacy Act* and any requirement for disclosure of all or a part of a Proposal under that Act.

The requirement for confidentiality shall not apply to any Proposal that is incorporated into a Contract for the Work. Further, the Regional District may disclose the top scoring proponent's aggregate pricing to the Regional District Board at a public meeting, when making a recommendation for the award of the Contract.

For more information on the application of the Act, go to http://www.cio.gov.bc.ca/cio/priv_leg/index.page.

1.17 AWARD OF CONTRACT

The Purchasing Policy at the Regional District offers contracts to businesses through an open, fair and consistent competitive bidding process. This ensures that the Regional District will receive the best overall value for the goods and services it requires. The Regional District reserves the right to cancel, award all or part of the scope of work described in this document to a single Proponent or may split the award with multiple Proponents.

All awards are subject to Board approval that meets the needs as determined by the Board. The Regional District, in receipt of a submission from a Proponent, may in its sole discretion consider the Proponent to have accepted the terms and conditions herein, except those expressly excluded or changed by the Proponent in writing.

The RFP shall not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the Regional District in any way to award a contract and that no legal relationship or obligation regarding the procurement of any good or service will be created between Regional District and the proponent unless and until Regional District and the proponent execute a written agreement for the Deliverables

1.18 COST OF PROPOSAL

The Proponent acknowledges and agrees that the Regional District will not be responsible for any costs, expenses, losses, damage or liability incurred by the Proponent as a result of or arising out submitting a Proposal for the proposed contract or the Regional District's acceptance or non-acceptance of their proposal. Further, except as expressly and specifically permitted herein, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

1.19 PROPONENT'S RESPONSIBILITY

It is the Proponent's responsibility to ensure that the terms of reference contained herein are fully understood and to obtain any further information required for this proposal call on its own initiative. The Regional District reserves the right to share, with all proponents, all questions and answers related to this bid call.

1.20 EVALUATIONS

Proposals will be evaluated in private, including proposals that were opened and read in public, if applicable. Proposals will be assessed in accordance with the evaluation criteria.

If only one Proposal is received, the Regional District reserves the right to open the Proposal in private or if the total bid price exceeds the estimated budget for the Contract, the Regional District may cancel and re-tender, accept, not accept and cancel or re-scope the Work seeking a better response, with or without any substantive changes being made to the solicitation documents. If more than one Proposal is received from the same Proponent, the last Proposal received,

as determined by the Regional District, will be the only Proposal considered.

1.21 ACCEPTANCE OF TERMS

The submission of the Proposal constitutes the agreement of the Proponent that all of the terms and conditions of the RFP are accepted by the Proponent and incorporated in its Proposal, except those conditions and provisions which are expressly excluded and clearly stated as excluded by the Proponent's proposal.

1.22 MANDATORY REQUIREMENTS

Proposals not clearly demonstrating that they meet the mandatory requirements will receive no further consideration during the evaluation process.

1.23 INSURANCE & WCB

The Proponent shall obtain and continuously hold for the term of the contract, insurance coverage with the Regional District Listed as "Additional Insured" the minimum limits of not less than those stated below:

- (a) Commercial General Liability – not less than \$2,000,000 per occurrence
- (b) Motor Vehicle Insurance, including Bodily Injury and Property Damage in an amount no less than \$2,000,000 per accident from the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind used to carry out the Work.
- (c) A provision requiring the Insurer to give the Owners a minimum of 30 days' notice of cancellation or lapsing or any material change in the insurance policy;

The Proponent must comply with all applicable laws and bylaws within the jurisdiction of the work. The Proponent must further comply with all conditions and safety regulations of the Workers' Compensation Act of British Columbia and must be in good standing during the term of any contract entered into from this process.

1.24 COLLUSION

Except otherwise specified or as arising by reason of the provisions of these documents, no person, or corporation, other than the Proponent has or will have any interest or share in this proposal or in the proposal contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponent in connection with proposals submitted for this project and the Proponent has no knowledge of the context of other proposals and has no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.

1.25 CONFLICT OF INTEREST

Proponents shall disclose in its Proposal any actual or potential conflict of interest and existing business relationship it may have with the Regional District, its elected or appointed officials or employees.

1.26 LIABILITY FOR ERRORS

While the Regional District has used considerable efforts to ensure an acute representation of information in these bid documents, the information contained is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District nor is it necessarily comprehensive or exhaustive.

1.27 TRADE AGREEMENTS

This RFP is covered by trade agreements between the Regional District and other jurisdictions, including the following:

- a) Canadian Free Trade Agreement; and
- b) New West Partnership Trade Agreement.

1.28 LAW

This contract and any resultant award shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed the proper law thereof.

1.29 REPRISAL CLAUSE

Tenders will not be accepted by the Regional District from any person, corporation, or other legal entity (the "Party") if the Party, or any officer or director of a corporate Party, is, or has been within a period of two years prior to the tender closing date, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the Regional District in relation to any contract with, or works or services provided to, the Regional District; and any such Party is not eligible to submit a tender.

1.30 FORCE MAJEURE (ACT OF GOD)

Neither party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event. The Regional District may terminate the Contract by notice if the event lasts for longer than 30 days.

1.31 CONFIDENTIAL INFORMATION OF PROPONENT

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by Regional District. The confidentiality of such information will be maintained by Regional District, except the total proposed value, which must be publicly released for all proposals, or otherwise required by the Freedom of Information and Protection of Privacy Act ("FOIPPA"), law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by Regional District to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

1.32 DISPUTE RESOLUTION

All unresolved disputes arising out of or in connection with this Proposal or in respect of any contractual relationship associated therewith or derived therewith shall be referred to and finally resolved by arbitration as prescribed by Mediate BC services pursuant to its rules, unless otherwise mutually agreed between the parties.

1.33 DEBRIEFING

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the Regional District.

2. INTRODUCTION

2.1 Purpose

The Regional District is seeking proposals from authorized fitness equipment vendors or manufacturers to supply, deliver and install new replacement fitness equipment and remove for trade in, or disposal of, the listed existing equipment for the three (3) recreation facilities with weight rooms operated on the Sunshine Coast.

The equipment should be durable, heavy duty, and engineered for commercial use seven (7) days per week. Proponents may submit a proposal for all, any, or one (1) type of the equipment listed. The Regional District intends to award this contract to a single vendor however we reserve the right to award this contract to one or more vendor(s).

3. SITUATION/OVERVIEW

3.1 Background

The Regional District plays a variety of roles – planner, protector, provider and community builder in collaboration with volunteers, service providers, community groups, and partners to provide a system of quality and accessible parks, trails, beach access, facilities, and recreation services in a manner that is integrated, thoughtfully planned, responsive, well maintained and fiscally responsible to benefit the health and vitality of all individuals, families, communities and the region as a whole.

The Regional District is involved in the physical, social, creative, intellectual, and emotional health of the community. The Regional District accomplishes this by providing, facilitating, or supporting a variety of recreation opportunities and spaces, effectively communicating these opportunities, motivating people to participate, removing barriers to participation, and encouraging families to recreate together.

The Regional District has fitness equipment in all three (3) weight rooms facilities which has been tended to on a regular preventative maintenance schedule and repaired as needed through a separate service agreement with LIVun Ltd. Some of the fitness equipment is now at the end of its commercial service life and is being replaced.

3.2 Facility Locations

The Contractor will be responsible for the complete delivery and set up of the equipment at the fitness centre location designated by the Regional District. The facility details are as follows:

- a) Gibsons & Area Community Centre (GACC) located at 700 Park Road, Gibsons BC. (2662 sq ft weight room).
 - a. Maximum facility entrance size is 67" wide and 82" high.

- b) Sechelt Aquatic Centre (SAC) located at 5500 Shorncliffe Avenue, Sechelt BC. (2369 sq ft weight room).
 - a. Maximum facility entrance size is 32" wide and 83" high.
- c) Pender Harbour Aquatic & Fitness Centre (PHAFC) located at 13639 Sunshine Coast Hwy, Madeira Park, BC. (1348 sq ft weight room).
 - a. Maximum facility entrance size is 5'9" wide and 6'7" high.

The Regional District does not have an onsite storage area for staging the equipment however, a short weight room closure could be considered. At all three (3) locations there isn't a loading dock or a forklift that would be available for unloading and loading the equipment.

3.3 Project Objectives

The Regional District project objectives consist of:

- a) Supply, deliver and install new fitness equipment for SAC, GACC, PHAFC weight rooms.
- b) Minimizing facility downtime when replacing the fitness equipment.

3.4 Scope

The Contractor will at a minimum:

- a) Remove the equipment due for replacement at each location.
- b) Provide trade in value (even if \$0).
- c) Supply new commercial grade fitness equipment.
- d) Deliver and install the new fitness equipment at each facility location.
- e) Provide staff orientation to the new fitness equipment supplied along with user manuals, and preventative maintenance information and schedules.
- f) Provide warranties for the new fitness equipment supplied.

The removal of the identified older fitness equipment will need to be arranged in coordination with the delivery of the new fitness equipment for each facility location. It is expected that the removal, delivery and installation would be planned in collaboration with Regional District staff to occur within the same time frame per facility location to minimize the equipment downtime at each facility and impact to weight room users.

3.4.1 Additional Equipment

The Regional District reserves the right to request the Contractor to provide additional fitness equipment on an as and when required basis at the sole discretion of the Regional District.

The Regional District has an approximate budget of the following for future equipment:

- a) 2025 \$75,600
- b) 2026 \$139,700

The amounts listed above are estimates and the Regional District does not guarantee that the Contractor will be awarded the full amount listed above during the term of the contract. The Regional District reserves the right to seek another contractor to provide the additional as and when required equipment if the Contractor is unable to supply the type additional of equipment that is required (example: the Contractor does not sell that type of equipment).

3.4.2 Logo and Branding

The Regional District does not have any requirements for the equipment to have logos or Regional District branding.

3.4.3 Equipment Specifications

The Regional District has outlined the 2024 replacement equipment in Appendix A, our intent is to replace the equipment with equipment that has similar functionality, footprint and power requirements to the existing equipment.

The equipment:

1. Will be new, Canadian Standards Association (CSA) Approved (if applicable) and of commercial grade quality for durability and be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the Regional District or which were reasonably inferable.
2. Shall carry the full manufacturers', distributors and installers' or suppliers' warranties unless otherwise agreed upon.
3. Should be the latest model with all accessories, and readily available of recent manufacture.
4. Should be easy to use and be adaptable for a variety of users, including options that accommodate people over 300 lbs, elderly and people with mobility issues when possible.
5. All equipment that requires electrical power must to be compatible with available electrical power supply of 110 -120 V.

3.5 Training and Manuals

The Contractor is required to provide on-site staff training including our third-party maintenance contractor (upon request) on the use and operation of all equipment, to be scheduled with the facility on the delivery and installation date and provide all technical manuals and instruction books pertaining to the maintenance and operation of the proposed equipment.

3.6 Existing Equipment / Trade In

Fitness Equipment Replacement and trade in of used equipment which includes:

- a) Removal of identified older fitness equipment for trade in.

The trade-in value, where applicable, is applied against the cost of the fitness equipment purchased. The Regional District reserves the right to accept or reject any or all trade-in or proposal offers.

The Regional District reserves the right to use a third-party auction house to sell the surplus equipment at our sole discretion to ensure that we are getting the best return on our investment. If the Regional District cannot secure a higher value than the proposed trade-in value, the Regional District will notify the Contractor that we will be trading in the equipment.

3.1 Site Clean Up and Disposal

The Contractor will remove all packaging debris, litter, pallets, empty boxes, tools etc. from the facilities, no accumulation or storage of such material will be permitted.

4. CONTRACT

4.1 General Contract Terms and Conditions

Proponents should review carefully the terms and conditions set out in the General Service Contract, including the Schedules. The General Contract terms can be found at: Information about our General Service Terms and Conditions can be found at www.scrd.ca/bid.

4.2 Term

The Contractor will provide fitness equipment on an as and when required basis to the Regional District until December 31, 2026 with the option to extend if the equipment is not delivered before the end of calendar year. If the Contractor does not provide the type of fitness equipment that requires replacing the Regional District reserves the right to seek other contractors to provide the equipment.

4.3 Service Requirements

The Contractor's responsibilities will include but are not limited to the following:

- a) Furnish all labour, materials, and services necessary for the supply and installation of new fitness equipment,
- b) Provide relative equipment information, including but not limited to user manuals and suggested preventative maintenance schedules.
- c) The complete installation, delivery and removal (if required) of the equipment.
- d) Providing commercial grade, durable, heavy-duty equipment.
- e) Remove all waste and dispose in an environmentally friendly way.

The Regional Districts responsibilities will include the following:

- a) Issuance of a purchase order for the replacement of the fitness equipment
- b) Working with the Contractor and any third-party contractors for the installation and training sessions.
- c) Notifying the Contractor if the Regional District will be trading in the equipment or selling it through a third party.

4.4 Delivery

The Regional District desires to have the equipment supplied, installed and operation in accordance with the schedule listed below:

The Contractor will:

- a) Provide the Regional District with four (4) weeks written advance notice prior to installation of the equipment at each facility. The installation dates will need to be coordinated with the Regional District contact.
- b) Replacement of the fitness equipment before the end of February 2025 or sooner.
- c) Training and staff orientation which may include the Regional District third party fitness equipment maintenance provider within two (2) weeks after replacement.
- d) Supplying all user manuals and preventative maintenance information and schedules within two (2) weeks after the replacement.

The Contractor will complete the work within the operating hours of the facilities(s) specified by the Regional District.

The Contractor is expected to deliver the equipment within the number of specified weeks of receipt of order. If delivery is not made within the time agreed by the Contractor and the Regional District, the Regional District reserves the right to cancel the order and secure the items from a different supplier.

4.5 Inspection

All materials or equipment shall be subject to inspection or test and shall meet the approval of the Regional District. Should materials or equipment be found defective in quality or workmanship or otherwise fail to conform to the specifications set forth, the Regional District shall have the right to reject them or require their immediate correction. The Contractor shall remove and replace defective products at its own expense and be responsible for delays and expense caused by rejection. Should any dispute as to the quality of fitness of products, the decision rests strictly with the Regional District based upon the requirements of the contract. Unless otherwise indicated in the specifications, the Contractor shall maintain uniformity of manufacture for any particular or like items throughout the contract. All warranties are to be named directly to the Regional District.

4.6 Warranty and Deficiencies

The Contractor will provide a minimum of three (3) year warranty parts and labour warranty on the new cardio fitness equipment supplied, and minimum of one (1) year parts and labour warranty for the supplied strength equipment.

Upon receiving written notice of a deficit or deficiency, the Contractor shall immediately correct within a time agreed to with the Regional District and at the Contractor's own expense, all work found defective, deficient or unable to meet the design, performance and operation criteria set out in the specification. If the Contractor, after such notification, shall delay or default in making good the work, then the Regional District may arrange to correct the defect, and the Contractor shall be liable for all costs, charges, and expenses in connection therewith. The Contractor warrants that the goods, materials, and equipment are of merchantable quality and fit for the intended use and will perform according to the requirements. Electrical goods supplied must be CSA approved or equivalent and so marked. Warranty to commence at complete installation and specifically named to the Regional District who may administer the warranty period(s).

The Contractor will provide details about any extended warranty options for applicable pieces of equipment, the Regional District will review the extended warranty options and determine if we are requiring additional warranty coverage.

5. REQUIREMENTS

In order for a proposal to be considered, a Proponent must clearly demonstrate that they meet the mandatory requirements set out in Section 7.1 (Mandatory Criteria) of the RFP.

This section includes "Response Guidelines" which are intended to assist Proponents in the development of their proposals in respect of the weighted criteria set out in Section 7.2 of the RFP. The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the Regional District's expectations.

Please address each of the following items in your proposal in the order presented. **Proponents may find it helpful to use the individual Response Guidelines as headings for proposal responses.**

5.1 Capabilities

5.1.1 Relevant Qualifications

Proponents need to provide the relevant qualifications that their installers have as well as provide the brand(s) that your organization is an authorized reseller.

5.1.2 Technicians

Proponents should provide details on the number of technicians that will be available to install the equipment at each site as well as details about the warranty service technicians or provide the company name, location, contact information for the authorized warranty repair provider for the proposed equipment.

5.1.3 Relevant Experience

The Proponent and any subcontractors of the Proponent included in its proposal should have a minimum of two (2) years within the past five (5) years providing services of a similar scope and complexity. Similar scope and complexity is defined as:

- a) Supply and installation of replacement fitness equipment in a commercial setting.

5.1.4 References

Proponents need to provide a minimum of three (3) references (i.e. names and contact information) of individuals who can verify the quality of work provided specific to the relevant experience of the Proponent and of any subcontractors named in the proposal. References from the Proponent's own organization or from named subcontractors are not acceptable.

The Regional District reserves the right to seek additional references independent of those supplied by the Proponent, including internal references in relation to the Proponent's and any subcontractor's performance under any past or current contracts with the Regional District or other verifications as are deemed necessary by it to verify the information contained in the proposal and to confirm the suitability of the Proponent.

5.1.5 Environmental Requirements

Proponents should provide details on how they will perform the services and dispose of any equipment, packaging materials or other waste products which should include but is not limited to:

- a) Recycling of surplus equipment, including equipment that is being removed.
- b) Disposal of any fluids which may include hydraulic, grease, lubricants, etc.
- c) Recycling and disposal of shipping and packaging materials.
- d) Any other environmental considerations.

5.2 Value Added Services

State any other value added or additional services that would assist or may be beneficial to the Regional District that are not specifically covered under this RFP and any information that will differentiate your firm from other proponents.

5.3 Sustainable Social Procurement

A factor in the Regional District evaluation process is sustainable social procurement and the evaluation of proposals will take this into consideration.

As part of any submission the Proponent is encouraged to identify how they may contribute to the following key social, employment and economical goals, but not limited to the following:

- a) Contribute to a stronger local economy by:
 - promoting a Living Wage
 - Using fair employment practices;
 - Increase training and apprenticeship opportunities;
- b) Local expertise knowledge by:
 - Being locally owned;
 - Utilization of local subcontractors;
- c) Environmental Cost of Ownership;
- d) Energy efficient products;
- e) Minimal or environmental friendly use of packing materials; and
- f) Reducing hazardous materials (toxics and ozone depleting substances).

5.4 Approach

Proponents need to provide an approach that outlines how they will perform the work which should include but is not limited to:

- a) Approach minimizes public access/facility downtime.
- b) Details about defective products and warranty claims.
- c) Proposed training approach.
- d) Installation and delivery of equipment approach.
- e) Removal of the trade-in or obsolete equipment.

5.4.1 Equipment

Proponents need to provide details about their proposed replacement equipment which should include all features, optional add-ons with associated costs, brochures or pamphlets. The Proponents replacement equipment should be equivalent (equal function or exercise capabilities) to the equipment being replaced (listed in Appendix A).

5.4.2 Warranty

Proponents need to submit their warranty details for each type of equipment, if an extended warranty is available, Proponents will need to provide details about the extended warranty options specific to the make and model that is being proposed.

5.5 Price

Proponents need to submit a fee proposal that sets out the separate costs of each type of equipment and their extended warranty options as well as an all-inclusive cost, see Appendix A. The pricing must be freight on board to the facility location and include all costs which include but is not limited to materials, equipment, time, and travel costs.

Prices quoted will be deemed to be:

- in Canadian dollars;
- inclusive of duty, FOB destination, and delivery charges where applicable; and
- exclusive of any applicable taxes.

Proponents will also need to provide separate pricing for extended warranty, trade-in values and MSRP discounts for as and when required equipment replacement. The separate pricing will be all inclusive, including freight on board, materials, equipment, time and travel costs.

6. PROPOSAL FORMAT

Proponents should ensure that they fully respond to all requirements in the RFP in order to receive full consideration during evaluation.

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) Signed cover page (see section 7.1 Mandatory Criteria).
- b) Table of contents including page numbers.
- c) A short (one or two page) summary of the key features of the proposal.
- d) The body of the proposal, including pricing, i.e. the "Proponent Response".
- e) Appendices, appropriately tabbed and referenced.
- f) Identification of Proponent (legal name).
- g) Identification of Proponent contact (if different from the authorized representative) and contact information.

7. EVALUATION

Evaluation of proposals will be by a committee formed by the Regional District and may include other employees and contractors.

The Regional District's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory and weighted criteria.

The Regional District reserves the right to be the sole judge of a qualified proponent.

The Evaluation Committee may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Committee may make such requests to only selected Proponents. The Evaluation Committee may consider such clarification or additional information in evaluating a Proposal.

7.1 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

Mandatory Criteria
The proposal must be received at the Closing Location before the Closing Time.
The proposal must be in English.
The proposal must be submitted using one of the submission methods set out on the cover page of the RFP.
The proposal must either (1) include a copy of the Confirmation of Proponent's Intent to be Bound that is signed by an authorized representative of the Proponent, this is also required for email submissions or (2) be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in the RFP.

7.2 Weighted Criteria

Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria.

Weighted Criteria	Weight (%)
Capabilities	20
Approach	20
Value Added	5
Sustainable Social Procurement	5
Price	50
TOTAL	100

7.3 Price Evaluation

The lowest priced Proposal will receive full points for pricing. All other prices will be scored using the following formula: lowest priced proposal/price of this proposal* total points available for price.

Appendix A 2024 Fitness Equipment Replacement List
(provided as a separate excel document)