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### **Part A - INTRODUCTION**

#### A.1 RFP Overview

The Fraser Valley Regional District ("**FVRD**") is seeking proposals from qualified proponents ("**Proponents**") in response to this request for proposals ("**RFP**") for the supply and installation of commercial-grade fitness equipment as part of the lifecycle replacement program for the Hope & Area Recreation Centre. The fitness gym has limited space; therefore, equipment with a small footprint is required.

#### **Part B- OBJECTIVES**

## **B.1** Scope of Services

The FVRD requires the provision, delivery, installation, and staff orientation for the following commercial-grade fitness machines:

#### 1. Cable AB/Lower Back Machine

- Must provide dual-function capability allowing users to perform both abdominal crunch and back extension exercises.
- Adjustable start positions to accommodate different user abilities and range of motion.
- o Biomechanically correct pivot points with lumbar support padding.
- o Compact footprint to fit into limited floor space.
- Weight stack minimum 200 lbs with incremental adjustments of 5–10 lbs.
- o Upholstery and grips must be high-wear resistant and easy to clean.

## 2. Cable Leg Curl/Extension Machine

- o Dual-function design allowing seated leg extension and leg curl from the same unit.
- Adjustable back pad and ankle pad to accommodate varying leg lengths.
- Smooth resistance through the full range of motion, with anatomically correct pivot placement.
- Compact and space-efficient design for multipurpose use.
- Weight stack minimum 250 lbs with 5–10 lb increments.
- High-strength cables and pulleys designed for commercial usage.

### 3. Cable Shoulder Press Machine

- Overhead press design replicating natural shoulder press movement.
- o Multiple hand grip positions for standard, neutral, and angled presses.
- o Adjustable seat height and back support to align shoulders with pivot point.
- Compact footprint without compromising stability.
- Weight stack minimum 200 lbs with 5–10 lb increments.

 Ergonomic handles, high-density foam upholstery, and robust steel frame construction.

## **General Requirements for All Machines:**

- All equipment must be commercial-grade, suitable for continuous public use in a community-focused fitness centre.
- Frames must be constructed from a minimum 11-gauge steel or equivalent.
- Powder-coated finish with corrosion resistance.
- Cables and pulleys must meet or exceed industry standards for tensile strength and durability.
- Equipment must comply with Canadian safety standards (CSA or equivalent).
- Delivery, installation, and on-site staff orientation are mandatory.

(collectively, the "**Services**") all to be provided with consideration being given to a focus on value to the FVRD and Project budget.

#### **B.2** Timeline

The proposed deadlines for key aspects of this RFP are as follows (as may be amended by the FVRD at its discretion):

ITEM	DESCRIPTION	EXPECTED COMPLETION DATE
1	RFP Issued:	Aug 29, 2025
2	Closing Date:	Sept 26, 2025
3	Anticipated Award:	Oct 10, 2025
4	Delivery no later than:	Dec 15, 2025

#### Part C - INSTRUCTIONS AND INFORMATION FOR PROPONENTS

## **C.1** Closing Date and Location

Proposals must be received by 4:30 PM on September 26, 2025 ("Closing") at the following address:

Fraser Valley Regional District

Attention: Mike Freimark, Manager of Recreation Services

1005 6<sup>th</sup> Avenue Hope, BC V0X 1L4

The time for Closing will be conclusively deemed to be the time shown on the clock used by the FVRD for this purpose.

## **C.2** Form of Proposal Submissions

Proponents are requested to submit the following copy/ies of their proposal ("Proposal"):

i. one (1) printed copy.

Or;

ii. one electronic copy in Adobe PDF format.

Proponents are requested to deliver proposals clearly marked with the RFP Number, RFP Title and Proponent's name and address.

## **C.3** Mandatory Requirements

Proponents must include in their proposals the following information:

- i. Completed and signed Form of Proposal (Schedule B).
- ii. Detailed product specifications and brochures for proposed equipment.
- iii. Warranty information (minimum two years parts and labour).
- iv. Proponent's Experience (Schedule C).
- v. Total cost including delivery, installation, and training (exclusive of GST and PST).

## C.4 Information Meeting

A Proponent's meeting will not be held.

## C.5 Enquiries

All enquiries and notices related to this RFP, including any requests for information and clarification, are to be directed in writing to the contact person ("**Contact Person**") indicated below.

Contact Person: Mike Freimark, Manager of Recreation Services

Address: 1005 6th Avenue

Hope, BC V0X 1L4

Email: mfreimark@fvrd.ca

Enquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the FVRD. Clarifications, comments, revisions or any other information regarding this RFP obtained by a Proponent from any source other than from the Contact Person is not authorized and should not be relied upon.

#### Part D - TERMS AND CONDITIONS OF RFP

#### D.1 General

The terms and conditions in this Part D will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms and conditions contained herein and included in any addenda issued by the FVRD for this RFP. Proposals that contain provisos which contradict or alter any

of the terms and conditions of this RFP will be disregarded and deemed not to have been written in the Proposal.

## **D.2** Proposal Validity

Proposals will be open for acceptance by the FVRD for at least 90 days after the date of Closing.

#### D.3 Addendum

All subsequent information regarding this RFP including changes made to this document will be posted on BC Bid for Proponents to access. It is solely the responsibility of the Proponents to check BC Bid from time to time to ensure that they have all amendments to this RFP in the form of addenda and to ensure that they have obtained, read, and understood the entire RFP including all addenda that may have been issued prior to Closing.

#### D.4 Evaluation and Selection Method

The evaluation of the RFP will be conducted by a committee formed by the FVRD and may include, at the FVRD's sole discretion, employees, consultants and contractors. Proposals will be evaluated on the basis of the overall best value to the FVRD based on quality, service, past performance, price and any other criteria set out herein including, but not limited to:

- i. Compliance with Specifications (30%)
  - Meets or exceeds required technical specifications.
  - Small footprint suitable for limited gym space.
  - Commercial-grade build and warranty coverage.
- ii. Quality and Durability (25%)
  - Equipment materials, design, and safety standards.
  - Proven performance in similar commercial facilities.
- iii. Price and Value (25%)
  - Total cost of supply, delivery, installation, and training.
  - Warranty coverage and lifecycle value.
- iv. Proponent Experience and References (15%)
  - Demonstrated experience in providing and installing similar equipment.
  - Positive references from comparable recreation or fitness facilities.
- v. Delivery and Installation Schedule (5%)
  - Ability to meet or improve on the required timeline (delivery and installation by December 15, 2025).

The FVRD may, at its discretion, request product demonstrations, clarifications, or additional details from Proponents during the evaluation process.

## D.5 Acceptance and Rejection of Proposals

This RFP shall not be construed as an agreement to purchase goods or services. The FVRD is not obligated to enter into an Agreement (defined herein) with the Proponent who submits the lowest priced Proposal or with any Proponent.

## **D.6** Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete Proposals received and marked by the Closing time will be considered to have been received on time. Late proposals will not be considered or evaluated and may be returned to the Proponent.

## D.7 Amendment or Withdrawal of Proposals

Proponents may amend or withdraw their Proposal in writing any time prior to Closing. Upon Closing, all Proposals become irrevocable in accordance with section D.2. The FVRD will be under no obligation to receive further information after Closing, whether written or verbal, from any Proponent.

## D.8 FVRD's Rights and Reservations

The FVRD reserves the right to:

- i. reject any or all Proposals;
- ii. reject any Proposal that is incomplete, that contains erasures or corrections that is not signed by an authorized signatory of the Proponent or that fails to comply with the mandatory requirements of this RFP;
- iii. in the event that only one proposal is submitted, to return the Proposal unopened;
- iv. modify the terms of this RFP at any time in the FVRD's sole discretion;
- v. to require clarification of the information set out by one or more of the Proponents in respect of the Proposals submitted; and
- vi. communicate with, meet with or negotiate with any one or more of the Proponents respecting their Proposals or any aspect of the proposed work.

#### D.9 Cancellation of RFP

The FVRD may cancel this RFP at any time prior to or after Closing. In the event the FVRD cancels this RFP, the FVRD shall have the right to seek to procure the same services or similar services at any time through any means the FVRD deems appropriate. No Proponent shall acquire any rights or interests in any subsequent procurement process undertaken by the FVRD.

#### **D.10** Waiver of Non-Compliance

The FVRD may waive any non-compliance with the RFP and may elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form requested by this RFP or which have not strictly complied with the process for submission set out herein.

#### **D.11** Proponent's Costs

Each Proponent is solely responsible for its own costs and expenses associated with its participation in this RFP, including but not limited to, conducting investigations, attending briefings, preparing and delivering its Proposal, communicating with the Contact Person prior to Closing and during Proposal evaluation, and for any subsequent processes or negotiations with the FVRD that may occur.

## **D.12** Limitation of Liability

By submitting a proposal, each Proponent irrevocably agrees that the FVRD shall not be liable to any Proponent or any person whatsoever, for any claims of any nature (in contract, in tort, or otherwise), for any costs, expenses, compensation, damages, or anything whatsoever, including without limitation, costs and expenses associated with the Proponent's preparation and submission of their Proposal, their participation in this RFP, for loss of revenue, opportunity or anticipated profit, arising in connection with its Proposal, this RFP, any subsequent processes or opportunity, any contract, or any matter whatsoever.

### **D.13** Negotiation

The FVRD reserves the right to negotiate with the preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the FVRD in its sole discretion.

#### **D.14** Errors and Omissions

While the FVRD has used considerable efforts to ensure information in this RFP and otherwise provided directly in association with this RFP is accurate, the information is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the FVRD, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from the responsibility for conducting their own investigation and forming their own opinions with respect to the subject matter of this RFP.

#### **D.15** Conflict of Interest

Proponents shall disclose any potential conflict of interest and existing business relationship they may have with the FVRD, its elected or appointed officials or employees.

#### **D.16** Confidentiality

All Proposals become the property of the FVRD and will not be returned to the Proponents, except as expressly provided for herein. All Proposals will be held in confidence by the FVRD unless disclosure is otherwise required by law.

## D.17 No Lobbying

Proponents and their agents are not permitted to contact any member of the FVRD Council or staff with respect to this RFP, except as expressly provided for herein. Proponents will not offer entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee or elected official of the FVRD. The FVRD reserves the right to disqualify any Proponent from participation in this RFP that acts in contravention of this requirement.

#### **D.18** Contract Award

This RFP should not be construed as an agreement to purchase goods or services. By submitting a Proposal, the Proponent agrees that should it be identified as the preferred Proponent, it will enter into negotiations, if required, for the purpose of concluding a Contract.

If a written Contract cannot be negotiated and executed by both parties within 90 days of notification of the successful Proponent, or such longer period as the parties may mutually agree, the FVRD may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent, enter into negotiations with any other Proponent or terminate the RFP process and not enter into a Contract with any of the Proponents.

At its sole discretion, the FVRD may divide any Contract for goods or services between two or more proponents.

#### **D.19** Definition of Contract

Notice in writing to a Proponent that it has been identified as the preferred Proponent and the subsequent full execution of a written contract will constitute a contract for the goods and/or services contemplated by this RFP, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the preferred Proponent and the FVRD have both executed a written Contract.

#### **D.20** Form of Contract

The Contract will comprise a written agreement based on the FVRD's standard Purchase Agreement for Goods and Services, as may be amended by mutually agreed supplementary conditions, and will incorporate the FVRD's general conditions and specifications set out in Schedule A.

## D.21 Award by Item

The FVRD reserves the right to award the supply and installation of all equipment to a single Proponent, or to make awards by individual machine (Cable AB/Lower Back, Cable Leg Curl/Extension, Cable Shoulder Press), depending on the proposals received and what is determined to provide the best overall value to the FVRD. Proponents may submit pricing for individual items and package pricing for all items. The FVRD is under no obligation to award all items to a single Proponent.

## **Schedule A - GENERAL CONDITIONS AND SPECIFICATIONS**

- 1. All equipment must be commercial-grade and suitable for continuous public use.
- 2. Equipment must have a compact footprint and fit within the existing fitness gym layout.
- 3. Equipment must comply with Canadian safety standards.
- 4. Delivery, installation, and staff orientation are required.

# **Schedule B - FORM OF PROPOSAL**

Name:			<del></del>				
Address:							
Name and title of Representativ	e:						
Telephone: Email:							
Form of Business Organization							
☐ Sole Proprietorship							
☐ Partnership Date of Establish	nment						
☐ Corporation Date of Incorpor	ration	Busin	ess No				
We hereby offer to perform the	Services required by  Proposed Price		stipulated price of:  Total Price (Excl. PST)				
Cable AB/Lower Back Machine	\$	\$	\$				
Cable Leg Curl/Extension	\$	\$	\$				
Cable Shoulder Press	\$	\$	\$				
Package Price (All Items)	\$	\$	\$				
I/We the undersigned authorize reviewed the RFP, including wit submit this Proposal in response	hout limitation, the	•	_ ,				
Dated this day of	, 2025.						
Signature of Authorized Signato	ory	Signature of	Authorized Signatory				
Name & Tile/Position:		Name & Title	/Position:				

# **Schedule C - PROPONENT'S EXPERIENCE**

Propor	nent Name:	 
Experie	ence:	
	Dates:	 _
	Project Name:	_
	Responsibility:	-
	References:	 
	(incl. telephone)	
Experie	ence:	
	Dates:	 
	Project Name:	 
	Responsibility:	
	References: (incl. telephone)	
Experie	ence:	
	Dates:	 
	Project Name:	 
	Responsibility:	 
	References:	
	(incl. telephone)	