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## **INVITATION TO QUOTE**

**NO. PRC 2019-100**

### **Supply of Cardio and Strength Equipment Replacement for Panorama Weight Room**

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## 1. INVITATION TO QUOTE

Quotations, plainly marked on the envelope "Supply of Cardio and Strength Equipment for Panorama Weight Room, NO. PRC 2019-100 ATTENTION: Krista Enderud" will be received by the Capital Regional District (CRD) Panorama Recreation Centre, 1885 Forest Park Drive, North Saanich, BC, V8L 4A3 no later than Monday, June 3rd, 2019 at 4:30pm.

Quote is for the supply of Cardio and Strength Equipment for Panorama and Greenglade Weight Rooms.

The lowest or any quotation will not necessarily be accepted.

Krista Enderud  
CRD Panorama Recreation Centre  
1885 Forest Park Dr.  
North Saanich, BC, V8L 4A3  
Email: kenderud@crd.bc.ca

Tel: 250-655-2184

## **1. INFORMATION FOR BIDDERS**

### **1.1. Description of the Work**

Supply, delivery and installation of Cardio and Strength Equipment for Panorama and Greenglade Weight Rooms, or a portion thereof, as described in this document.

### **1.2. Conditions of Quotation**

1. The quote shall be based upon the whole of the Specifications and Contract Documents without reservation.
2. The lowest or any quote will not necessarily be accepted.
3. The Owner reserves the right to accept any quotation, or portion thereof, within a period of thirty (30) days from the date bids are closed.
4. Quotes by facsimile will not be accepted. Amendments to the submitted quote may be made if endorsed by the same party who signed the quote. Amendments must only show the amount by which the quote price shall be increased or decreased, and shall be received at least 30 minutes before closing time for the quotes. It is the responsibility of the bidder to ensure the amendment is received before this time. The CRD cannot be held responsible for any lost, misdirected or illegible quotes or amendments. .
5. Submit one copy of the executed offer on the Bid Form provided, signed and clearly identified with Bidder's name, project name and Owner's name on the outside.
6. Submit a detailed description of the applicable warranty.

### **1.3. Delivery Location**

All equipment shall be delivered to CRD Panorama Recreation Centre and Greenglade Community Centre

Panorama Recreation Centre  
1885 Forest Park Drive  
North Saanich BC, V8L 4A3

Greenglade Community Centre  
2151 Lannon Way  
Sidney, BC V8L 3Z1

### **1.4. Comparison of Bids**

1. The quantities stated herein are given for the purpose of providing a uniform basis for comparison of quotes. Payment will be made on actual quantities.
2. In the case of errors in the extension of prices, the unit price shall govern.

**Capital Regional District Panorama Recreation Centre**

**Invitation to Quote No. PRC 2019-100**

**Supply of Cardio and Strength Equipment for Panorama Weight Room**

3. In evaluating the bids, the Owner will consider prices, warranty, lead time, delivery, specifications, etc. so as to provide the best value and not necessarily the lowest price.
4. The Owner may select portions of a bid and may select multiple preferred proponents. There is no obligation on the owner to accept any bid, or the entire bid, in order to obtain the ability to accept portions of a bid.

## 2. BID FORM

Submitted to: Capital Regional District

### 2.1. Terms of Quote

We \_\_\_\_\_

of \_\_\_\_\_

having examined the Bid Documents including the Information for Bidders, Contract Agreement, General Conditions, Specifications, hereby offer to enter into a Contract to perform the Work required by the Documents for the stipulated price shown in the attached Schedule of Quantities and Prices, which price includes specified cash and contingency allowances and the applicable taxes in force at this date except as may be otherwise provided in the Documents.

It is understood that this Quotation constitutes a firm offer which is open for acceptance within 30 days of the date hereof and shall not be withdrawn during that period of time.

We agree to perform the Work in compliance with the required schedule stated in the Documents.

We agree that the Capital Regional District is not bound to accept the lowest or any Bid.

We certify that we are familiar with this Bid Document and that we have received and are familiar with the following Notices/Addenda:

Notices/Addenda:

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Signatures:

Company \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Witness \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**2.2. Schedule of Quantities and Prices**

1. The Bidder agrees that the prices quoted herein provide for the completion of the Work as required in the Contract Documents.
2. No other payment will be made to the Supplier, except for extra work or changed work agreed to in writing by the Owner and the Supplier.

<b>Equipment</b>	<b>QTY</b>	<b>Price</b>	<b>Amount</b>
Treadmill - Precor TRM v2 with P82 console	2		
AMT – Precor AMT 885 with P82 console	1		
AMT – Precor AMT 835 with P30 console	1		
Stairclimber - Precor Climber CLM 835, StairMaster 8 Series Gauntlet w/LCD or Matrix Climbmill	1		
NuStep T5 Recumbent Cross Trainer	2		
Recumbent Bike - Precor RBK 885 with P82 console	2		
Keiser M3i Indoor Bike	1		
Functional Training Cable Tower System	1		
Adjustable Cable Crossover Tower	1		
Rear Delt/Pec Fly Dual Machine	1		
Seated Selectorized Leg Press	1		
Multipurpose Exercise Mat (2'X4'X1)	50		
Installation			
Subtotal			
Shipping			
GST			
PST			
Total Bid Price			

3. Prices include all applicable fees and are F.O.B. prepaid according to the Delivery Location.
4. It is understood and agreed that the quantities stated herein are given for the purpose of providing a uniform basis for the comparison of quotes.
5. Show GST& PST separately in the above table

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Corporate Name of Bidder



### 3. CONTRACT AGREEMENT

This Agreement made on the \_\_\_\_ day of \_\_\_\_\_, 2019

by and between

CAPITAL REGIONAL DISTRICT  
(hereinafter called the "Owner")

and

\_\_\_\_\_  
(hereinafter called "Supplier")

**Witnesses:** that the parties agree as follows:

#### ARTICLE A-1 THE WORK

The Supplier shall:

Perform the Work required by the Contract Documents for the Supply Delivery and installation of Cardio and Strength Equipment which has been signed by the parties, and do and fulfil everything indicated by the Agreement.

#### ARTICLE A-2 CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents referred to in Article A-1 of this Agreement and as defined in Item 5.1.3 of DEFINITIONS. This list is subject to subsequent amendments in accordance with the provisions of the Contract and agreed upon between the parties. Terms used in the Contract Documents which are defined in the attached DEFINITIONS shall have the meaning designated in those DEFINITIONS.

BID DOCUMENTS:

TABLE OF CONTENTS  
INFORMATION FOR BIDDERS  
BID FORM (INCLUDING SUPPLEMENT TO BID FORM)  
CONTRACT AGREEMENT  
GENERAL CONDITIONS  
SPECIFICATIONS  
WARRANTY

#### ARTICLE A-3 CONTRACT PRICE

The Contract Price is \_\_\_\_\_ (\$ \_\_\_\_\_) Canadian funds.

#### ARTICLE A-4 PAYMENT

Subject to applicable legislation and the provisions of the Contract Documents, the Owner shall make payment in Canadian funds to the Supplier on account of the Contract Price.

**ARTICLE A-5 RIGHTS AND REMEDIES**

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed by law.

No action or failure to act by the Owner or the Supplier shall constitute a waiver of any right or duty afforded either of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES**

Communications in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered by hand to the individual or to a member of the firm or to an officer of the corporation for whom they are intended or if sent by post or by telegram, to have been delivered within five (5) working days of the date of mailing, dispatch or for delivery to the telegraph company when addressed as follows:

The Owner at: 1885 Forest Park Dr., North Saanich BC, V8L 4A3

The Supplier at: \_\_\_\_\_

**ARTICLE A-7 LAW OF THE CONTRACT**

The law of the Province of British Columbia shall govern the interpretation of the Contract.

**ARTICLE A-8 SUCCESSION**

The General Conditions of this Contract hereto annexed, and the other aforesaid Contract Documents, are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

In witness whereof, the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers hereunto duly authorized.

Capital Regional District Panorama Recreation Centre  
Invitation to Quote No. PRC 2019-100  
Supply of Cardio and Strength Equipment for Panorama Weight Room

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SIGN, SEALED AND DELIVERED  
in the presence of:

**OWNER**

Capital Regional District  
Panorama Recreation Centre  
1885 Forest Park Drive  
North Saanich, BC, V8L 4A3

\_\_\_\_\_  
Krista Enderud, Fitness, Weights & Rehab Coordinator

**SUPPLIER**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## **4. GENERAL CONDITIONS**

### **5.1. Definitions**

1. Owner

As defined in this Document, Owner shall refer to the Capital Regional District and includes the Owner's personal representatives or successors.

2. Supplier

The Supplier is the person, firm, or corporation identified as such in the Agreement and is referred to throughout the Contract Document as if singular in number and masculine in gender. The term Supplier means the Supplier or his authorized representative as designated to the Owner in writing.

3. Contract Documents

The Contract Documents consist of the executed Agreement between the Owner and Supplier, the General Conditions of the Contract, Specifications, Drawings and such other documents as are listed in Article A-2 of the CONTRACT AGREEMENT, including amendments thereto incorporated before the execution of the Contract and subsequent amendments thereto made pursuant to the provisions of the Contract and agreed upon between the parties.

4. The Work

The Work means the supply, delivery and installation of specified cardio and strength exercise equipment.

### **5.2. Documents**

1. The Contract Agreement shall be signed in duplicate by the Owner and the Supplier.
2. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.
3. The intent of the Contract Documents is to include the labour, products and services necessary for the performance of the Work in accordance with these Documents. It is not intended, however, that the Supplier shall supply products or perform work not consistent with, covered by or properly inferable from the Contract Documents.
4. Words and abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
5. References to the masculine or singular shall be considered to include the feminine and the plural as the context requires.

### 5.3. Additional Instructions

1. During the progress of the Work, the Owner will furnish the Supplier such additional instructions to supplement the Contract Documents as may be necessary for the performance of the Work. Such instructions shall be consistent with the intent of the Contract Documents.
2. Additional instructions may be in the form of specifications, drawings, samples, models or other written instructions.

### 5.4. Payment

Payments for the supply of the spill boom and bridles will be processed and paid for in accordance with the quoted prices.

### 5.5. Patent Fees

1. The Supplier shall pay the royalties and patent license fees required for the performance of the Contract. He shall hold the Owner harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the Supplier's performance of the Contract which are attributable to an infringement or an alleged infringement of a patent of invention by the Supplier or any one for whose acts he may be liable.
2. The Owner shall hold the Supplier harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the Supplier's performance of the Contract which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the Contract, the model, plan or design of which was supplied to the Supplier as part of the Contract Documents.

### 5.6. Delivery

1. Delivery shall be made to the Owner F.O.B. the CRD-Panorama Recreation, 1885 Forest Park Dr., North Saanich, BC V8L 4A3 clear of all Customs Duties and requirements; freight, duty, switching, wharfage, harbour dues, sales taxes and all other charges shall be paid by the Supplier. The Supplier shall be responsible for delivery of the equipment.
2. The Supplier shall give at least 48 hours notice of delivery to the Owner and the equipment will be offloaded by the Owner. Deliveries will only be accepted Monday to Friday, during normal working hours. **The required delivery date for the equipment will be by September 6, 2019.**

### 5.7. Taxes

PST and GST shall be shown separately.

### **5.8. Owner's Right to Stop the Work or Terminate Contract**

1. If the Supplier should be adjudged bankrupt, or makes a general assignment for the benefit of creditors because of his insolvency or if a receiver is appointed because of his insolvency, the Owner, without prejudice to any other right or remedy he may have, by giving the Supplier or receiver or trustee in bankruptcy written notice, terminate the Contract.
2. If the Supplier should neglect to prosecute the Work properly or otherwise fails to comply with the requirements of the Contract to a substantial degree, the Owner may notify the Supplier in writing that he is in default of his contractual obligations and instruct him to correct the default in the five (5) working days immediately following the receipt of such notice.
3. If the correction of the default cannot be completed in the five (5) working days specified, the Supplier shall be in compliance with the Owner's instructions if he:
  1. Commences to correct the default within the specified time, and
  2. Provides the Owner with an acceptable schedule for such correction, and
  3. Completes the correction in accordance with such schedule.

### **5.9. Indemnification**

The Supplier shall indemnify and hold harmless the Owner, its agents and employees from and against claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of, or are attributable to, the Supplier's performance of the Contract.

### **5.10. Warranty and Guarantee**

1. The equipment shall be warranted to be free of defects, and shall be guaranteed by the Supplier for a period of \_\_\_\_ year(s) from the date of delivery. On receipt of notice from the Owner, the Supplier shall promptly correct the defective equipment or materials supplied by him. Warranty information shall be included in the bid submission.

### **5.11. Judge of Work and Materials**

1. The Owner shall be the final judge of all work, materials and plant in respect of both quality and quantity and their decisions of all questions in dispute with regard thereto will be final.
2. All materials shall be subject to inspection and testing and shall meet the approval of the Owner.
3. In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the specifications of the Contract, the Owner shall have the right either to reject them or to require their correction.
4. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, but failure to inspect and accept or reject supplies shall not relieve the

Supplier from responsibility for such supplies as are not in accordance with the specifications.

#### **5.12. Assignment**

The Supplier shall not assign, sub-let or let out as task work, any part of the Work and shall not assign any interest herein or any right to payment hereunder without first having had and obtained the consent in writing of the Owner which consent the Owner may withhold in its absolute discretion. If the Owner should consent to any such assignment, sub-letting or letting out as task work of all or any part of the Work, the Supplier shall by reason thereof, be in no way relieved from his responsibility for the fulfilment of said Work, but shall continue to be responsible for the same in the same manner as if the said work had been performed by the Supplier himself.

#### **5.13. Damage to Person and Property**

The Supplier shall use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the Work, and the Supplier shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Work or caused in any other manner whatsoever by the Supplier, or its employees.

#### **5.14. Suggestions to Supplier**

Any plan or method of work suggested by the Owner to the Supplier, but not specified or required, if adopted or followed by the Supplier in whole or in part, shall be used at the sole risk and responsibility of the Supplier; and the Owner shall assume no responsibility therefore.

#### **5.15. Proof of Compliance with Contract**

In order that the Owner may determine whether the Supplier has complied with the requirements of this Contract, not readily determinable through inspection and tests of plant, equipment, work or materials, the Supplier shall, at any time when requested, submit to the Owner properly authenticated documents or other satisfactory proofs as to his compliance with such requirements.

#### **5.16. Rectification of Damage and Defects**

The Supplier shall rectify any loss or damage for which in the opinion of the Owner, the Supplier is responsible, at no charge to the Owner and to the satisfaction of the Owner. In the alternative, the Owner may repair the loss or damage and the Supplier shall pay to the Owner the costs of the loss or damage forthwith upon demand from the Owner. Where, in the opinion of the Owner, it is not practical or desirable to repair the loss or damage, the Owner may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Supplier hereunder.

#### **5.17. Approval of Supplier's Program**

Approval by the Owner of any drawing, method of work, or any information regarding materials and/or equipment the Supplier proposes to furnish shall not relieve the Supplier of his responsibility by the Owner, or any officer or employee thereof, and the Supplier shall have no claim under this Contract on account of the failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and/or equipment so approved. Such approval shall be considered to mean merely that the Owner has no objection to the Supplier using, upon his own full responsibility, the plan or method of work proposed, or furnishing the materials and/or equipment proposed.

#### **5.18. Qualifications and Competency**

The Owner reserves the right to reject quotes from suppliers who are unable to provide evidence that they are capable of providing the necessary labour, materials, equipment and adequate financial arrangements for satisfactory performance of the Work and the provisions of this Contract as herein specified.

#### **5.19. General Quality**

1. The whole of the Work, whether or not so stated herein, shall be done in the most substantial and workmanlike manner with new materials, articles, equipment and workmanship of the best quality and description, and by employment of properly skilled workers, and in strict conformity with and as required by this Contract to the satisfaction of the Owner whether or not so stated herein. Materials and equipment shall be the products of suppliers or manufacturers of established good reputation regularly engaged in the supply or manufacture of such materials or equipment. The Supplier shall, upon the request of the Owner, furnish him with all vouchers, receipted bills and other documents showing the materials, articles and workmanship used by the Supplier in doing the Work.
2. Materials are to be applied in accordance with the manufacturer's directions. Use the techniques and application best suited for the type of material being used.

#### **5.20. Damages for Delay**

If the Work is not completed before or upon the expiration of the time limited therefor, all cost which the Owner shall be put to by reason thereof shall be charged to the Supplier.



### **5.21. Estimated Quantities**

The respective amount of the material to be furnished and/or the work to be done under this Contract with respect to each of the items described in detail in the Specifications have been preliminarily estimated as set forth in the Schedule of Quantities and Prices and this estimation will be used as a basis for comparing quotes. The Owner does not expressly nor by implication agree that the actual amounts of any material to be furnished and/or work to be done will correspond even approximately to this estimate, but reserve the right to increase or decrease the amounts of any class or portion of the materials to be furnished and/or the work to be done as in its opinion may be in its interest.

### **5.22. Charges to Supplier**

Everything charged to the Supplier under the terms of this Contract shall be paid by the Supplier to the Owner on demand and may be deducted by the Owner any monies due or to become due to the Supplier under this Contract and may be recovered by the Owner from the Supplier or his surety.

### **5.23. Inspection**

All or any part of the Work, and all workshops or other places where material for the work is being prepared or stored, may be inspected by the Owner when and as often as the Owner shall deem it expedient, and the Supplier shall afford the Owner every facility and access requested by it and shall give it any and all information requested by the Owner in connection therewith.

### **5.24. Waiver of Right of Owner**

Neither action nor want of action on the part of the Owner at any time to exercise any rights or remedies conferred upon it under this Contract shall be deemed to be a waiver on the part of the Owner of any of its said rights or remedies.

### **5.25. Time is of the Essence**

Time shall be strictly of the essence of this Contract.

#### **5.26. Extension of Time**

If the Supplier desires to claim an extension of the time allowed for the completion of all or any part of the Work by reason of being ordered to perform extra Work and/or furnish extra material or consequent upon any delay occasioned by strikes, lockouts by other than the Supplier himself alone, force majeure, or other cause beyond the control of the Supplier, he must give notice in writing to the Owner within five (5) working days after any such order has been given or such delay has first arisen, stating the reason for such delay and requesting an extension of time and in such event, the Owner shall in its absolute discretion determine what extension of time, if any, shall be allowed the Supplier for the Completion of the Work. No claim by the Supplier for an extension of the time allowed for the completion of all or any part of the Work shall be considered or allowed by the Owner unless it be for and results from one or more of the events of causes aforesaid and unless it be presented in the manner and within the time prescribed therefor in this Clause, unless the Owner determines otherwise. No such extension of time shall in any way affect the adequacy of the Contract price quoted or derogate in any way from the rights of the Owner under any provisions of the Contract and every such extension as aforesaid shall be deemed to be in full compensation and satisfaction for and in respect of actual or probable loss or injury sustained or sustainable by the Supplier in respect of any matter or things for which such extension as aforesaid shall have been granted.

#### **5.27. No Claim Against Owner**

Unless otherwise particularly provided in the Contract, the Supplier shall have no claim or right of action against the Owner for damages, costs, expenses, loss of profits or otherwise howsoever because or by reason of any delay in the fulfilment of the contract within the time limited therefore occasioned by any cause or event within or without the Supplier's control, and whether or not such delay may have resulted from anything done or not done by the Owner under this Contract.

## Specifications

Treadmill - Precor TRM v2 with P82 console	2
AMT – Precor AMT 885 with P82 console	1
AMT – Precor AMT 835 with P30 console	1
Stairclimber - Precor Climber CLM 835, StairMaster 8 Series Gauntlet w/LCD or Matrix Climbmill.	1
NuStep T5 Recumbent Cross Trainer	2
Keiser M3i Indoor Bike	1
Functional Training Cable Tower System	1
Adjustable Cable Crossover Tower	1
Rear Delt/Pec Fly Dual Machine	1
Seated Selectorized Leg Press	1
Multipurpose Exercise Mat (2'X4'X1)	50