

# **LETHBRIDGE SCHOOL DISTRICT # 51**



## **REQUEST FOR PROPOSAL**

### **OUTDOOR FITNESS EQUIPMENT**

**FILE NO. 019**

---

**LETHBRIDGE SCHOOL DISTRICT NO. 51  
REQUEST FOR PROPOSAL FILE NO. RFP #019**

**Outdoor Fitness Equipment**

**DATE OF INVITATION: FEBRUARY 23, 2015  
DATE OF RFQ CLOSING: MARCH 26, 2015**

**AUTHORIZED SIGNATURE**

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

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_  
Name of Company Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Date

---

<b>SECTION I – Administrative Terms and Conditions</b>
--

## 1. INTRODUCTION

### 1.1 DEFINITIONS

- Competition

“Tender”, “Request for Quotation” (RFQ), “Request for Proposal” (RFP), however defined by the Title Page.

- Owner

The Board of Trustees, Lethbridge School District No. 51.

- “Proponent”, “ Bidder”

An individual company, organization or other interested party that submits or intends to submit a bid in response to this competition.

- “Must”, “ Shall”, “Mandatory”

A requirement that must be met in order for a bid to be compliant to the material requirements of the competition.

- “May”, “ Should”

A requirement having significant degree of importance to the objectives and requirements of the competition, but subject to evaluations, as opposed to being mandatory.

### 1.2 PURPOSE/SCOPE

Lethbridge School District No.51 (hereafter referred to as the “Owner”) is seeking qualified parties to supply Outdoor Fitness Equipment for Middle School and Community use.

Following the evaluation of bids received in response to this competition, the Owner reserves the right to make changes in the final contract with the successful bidder (if any) from what was originally sought or offered in this competition.

---

### **1.3 THE OWNER'S AUTHORIZED REPRESENTATIVE**

Joe Perry  
The Owner's Authorized Representative

433 15 Street South  
Lethbridge AB T1J2Z4  
Phone: 403-382-2161  
Fax: 403-327-5520  
Email: [joe.perry@lethsd.ab.ca](mailto:joe.perry@lethsd.ab.ca)

### **1.4 INQUIRIES**

All inquiries and other communications relating to this competition and any subsequent contract are to be directed in writing only to the above named person, who is the Owner's Authorized Representative.

Any inquiry regarding this competition or its subject matter should be made not less than seven (7) days prior to the closing date so as to allow the Owner sufficient time to reply.

Depending on the nature of the inquiry, the Owner may respond to the inquirer in writing or if appropriate, issue a written addendum to the competition to all bidders.

The Owner shall have no responsibility for, and all bidders agree not to rely upon, communications, representations or statements from any other person regarding this competition, its subject matter or any subsequent contract.

## **2. INSTRUCTIONS TO BIDDERS**

### **2.1 CLOSING DATE AND TIME**

Complete bids must be delivered to and received by the Owner on or before  
Thursday the 26<sup>th</sup> day of March 2015 by no later than 2:00pm,  
(Day of week) (Month/year)  
Alberta Time at the office of:

Joe Perry, Coordinator of Purchasing  
Lethbridge School District No.51  
433 15 St South  
Lethbridge AB T1J 2Z5

Lethbridge School District No.51 Purchasing Office Clock shall be used to determine the time of receipt: once the clock rolls to the next minute after the closing time, no bids shall be accepted.

Late or misdirected, or mis-delivered bids shall not be accepted and will be returned to the bidder.

Facsimile and Email bids will not be accepted unless specifically stated in the Owners bid document.

Bids will not be publically opened.

The Owner reserves the exclusive rights to extend the Closing Date prior to the Closing Date and Time without notice to bidders. The Owner will endeavor to notify bidders as soon as practically possible in the event of any extension of the Closing Date.

## **2.2 SIGNATURE**

All bids shall be signed by a duly authorized official of the company.

## **2.3 SUBMISSION OF BIDS**

Bidders must submit one (1) copy of their bid in a closed secure envelope prior to Closing Date and Time to the Authorized Representative of the Owner.

The outside of the envelope should state Request for Proposal 019 – Outdoor Fitness Equipment.

The Owner reserves the right to make additional copies of all or part of the bidder's response, for internal use or for any other purpose required by law.

## **2.4 ELECTRONIC BIDDING (FACSIMILE AND EMAIL)**

Facsimile and Email bids shall **NOT** be accepted.

## **2.5 WITHDRAWAL OF BIDS**

Bids may be withdrawn by a bidder at any time up to but not after the Closing Date and Time, upon written notice to the Owner.

Following the Closing Date and Time, all bids received shall become irrevocable for a period of not less than sixty(60) calendar days and may not be withdrawn for any reason during that period of time.

## **2.6 OMISSIONS AND DISCREPANCIES**

Should the bidder be in doubt as to the meaning or interpretation of anything in the competition, find any discrepancies in, or, find omissions from the competition, the bidder should immediately contact the Owner's Authorized Representative.

The bidder shall be solely responsible for any errors, omissions, discrepancies or misunderstanding resulting from the bidder's failure to examine thoroughly the bid documents and from the bidder's failure to enquire further with the Owner.

**2.7 BIDDERS COST**

All costs and expenses with respect to the submission of a bid and any clarifications or presentations pursuant to this competition shall be the sole responsibility of the bidder and the Owner assumes no liability whatsoever for any bidders cost or expenses in responding to this competition.

**2.8 CHANGES TO BIDS**

The bidder shall not change the wording of his/her submission after the Closing Date, and no words or comments shall be added to the general conditions or specifications unless requested by the Owner for the purpose of clarification.

**2.9 ACCEPTANCE OF TERMS**

All terms and conditions of this competition are assumed to be accepted by the bidder and incorporated in his/her submission except those conditions and provisions that are expressly excluded by the bidders wording.

**2.10 OWNERSHIP OF BIDS**

All bids received in response to this competition shall become the property of the Owner.

**2.11 BID INELIGIBILITY**

Bids which are incomplete, conditional or obscure, which in any way fails to conform to the requirements of the competition, or which contain alterations, erasures or irregularities of any kind may be rejected.

**2.12 LOWEST OR ANY RFP**

The Owner reserves the right to award to the bidder who offers the best value to the Owner and the Owner is not bound to award to the lowest priced bid.

The Owner further reserves the right in its sole discretion to cancel the competition, in whole or in part, without any award, for any reason, at any time.

Thereafter, the Owner may, in its sole discretion, re-tender, sole source or do nothing further.

---

**2.13 BIDDERS STANDARD TERMS AND CONDITIONS OF SALE**

The terms and conditions of this competition shall not be altered, supplemented or amended by the bidder by inclusion of his/her boilerplate "Standard Terms and Conditions of Sale".

Bidders attempting to contradict, supersede or amend the competition terms and conditions by inclusion of the bidders standard terms and conditions of sale may have his/her submission rejected without any further consideration.

**2.14 WAIVER OF NON-COMPLIANCE**

Bids which fail to conform to the requirements of the Competition in form or in content, may be disqualified as non-compliant at the Owners sole discretion.

However the Owner may, at its sole discretion, retain, for consideration and possible award, bids which do not conform in minor ways to the Competition in form or content.

Bidders are cautioned that any such retention of non-conforming bids for evaluation and possible award will not include material non-compliance to the mandatory requirements of the competitive bid process.

BIDDERS ARE URGED TO ENSURE THIER BID IS FULLY COMPIANT WITH ALL REQUIREMENTS OF RFP #019.

**2.15 CONTRACT AWARD**

The Owner reserves the right in its sole discretion to award the work, of the contract to one or more Bidders, in whole or in part, based on the overall best value to the Owner.

**2.16 CLARIFICATION OF BIDS**

The Owner reserves the right in its sole discretion to clarify any bid after close of bidding without becoming obligated to clarify any other bid.

**2.17 ADDITIONAL INFORMATION FROM BIDDERS**

The Owner reserves the right, in its sole discretion, during evaluation of bids to seek further information from any bidder and to utilize that information in evaluation and award without becoming obligated to seek further information from any other bidder.

**2.18 MULTIPLE RESPONSES**

Bidders interested in submitting more than one response may do so providing each stands alone and independently complies with the instructions, terms, conditions and specifications of the competition.

**2.19 NEGOTIATIONS WITH BIDDERS**

The Owner reserves the right in its sole discretion to negotiate the final terms and conditions of the project contract with the most probable candidate for award prior to award of the project contract.

**2.20 SHORT LISTING OF BIDDERS**

The Owner may, in its sole discretion following an initial evaluation of all bids on the disclosed evaluation criteria, choose to short list some but not all bids onto a Preferred Candidates List. Thereafter, the Owner may seek and receive additional information from the bidders on the Preferred Candidates List only, which information, if supplied, will form part of each Preferred Candidates bid and be used by the Owner in the final evaluation of bids.

**2.21 LIMITATION OF DAMAGES**

By submitting a bid, the bidder agrees that in no event will the bidder claim damages in excess of an amount equivalent to the reasonable costs incurred by the bidder in preparing its bid for matters relating to any agreement or concerning the competitive bid process, and, the bidder, by submitting a bid, waives any claim for loss of profit if no agreement is made with the bidder.

**2.22 ALTERNATIVES**

The bidders may propose an alternative form of method, technical detail, pricing or scheduling IN ADDITION TO THOSE REQUIRED IN THE COMPETITION, provided:

Such alternate bids are submitted separately from and in addition to the requirements of the competition documents, in the same package and clearly marked "ALTERNATE BID;"

Such alternate bids will not jeopardize the intent of the project, as solely determined by the Owner;

Such alternate bids shall contain sufficient detailed information to allow the Owner to determine the merits of the alternate bids; and,

Alternate bids will be governed by the other relevant requirements of the competition as to irrevocability, time and date of closing, etc.



**2.23 NO COLLUSION**

Except as specified within its bid, the bidder declares that no other persons, either natural or corporate, has or will have any interest or share, directly or indirectly, in this competition or in the proposed contract which may be awarded.

There is no collusion or arrangement, formal or informal, between the bidder and any other actual or prospective bidders in connection with bids submitted for this competition; the bidder has no knowledge of the contents of any other proposal and the bidder has made no comparison of figures, agreement, or arrangement, express or implied, with any other party in connection with the making of its bid, except as declared within the bid.

**2.24 FORCE MAJEURE**

Neither party shall be responsible for any delay or failure to perform its obligations under this competition where such failure of delay is due to fire, flood, explosion, war, embargo, governmental action, terrorism, act of a public authority, Act of God or any other cause beyond its control, except labour disruption.

In the event a Force Majeure event occurs which delays or threatens to delay performance of its obligations by a party, that party shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause or ameliorate the potential disruption and consequent losses.

Should the Force Majeure event last for longer than (30) days, the Owner may terminate this competition, in whole or in part, without further liability, expense or cost of any kind.

**2.25 SUSPENSION IN FUTURE**

In the event the Vendor/Contractor fails to provide quality service, equipment, or personnel, as determined by the Owner in their sole discretion, the Vendor/Contractor may be suspended and deemed ineligible for similar and/ or all work under this and / or future competitions for contracts issued by the Owner.

**2.26 ENTIRE AGREEMENT**

The bidders shall agree that the terms and conditions and all documents forming this competition constitute and govern the entire agreement between bidder and the Owner, superseding, terminating and otherwise rendering null and void any and all prior agreements, understandings, negotiations, contracts, whether written or oral between the bidder and the Owner.

**2.27 TIME OF ESSENCE**

All references to time in this Competition, save time of payment, shall be of the essence.

---

## **2.28 TERMINATION**

The Owner reserves the right in its sole discretion to cancel the competition, in whole or in part, without any award, for any reason or no reason at all, at anytime.

## **3. PRICING**

Bids shall be priced:

- In Canadian funds
- Inclusive of Duty and Brokerage fees
- Delivered, FOB Destination, Freight included
- Exclusive of GST and Provincial sales Taxes

Prices in any other form may be disqualified.

## **3.1 ADDITIONAL COSTS**

Any and all additional costs incurred in the supply and delivery of equipment and services stated in the scope, terms and conditions of the RFP shall be the sole and exclusive responsibility of the Bidder.

## **4. ESTIMATED QUANTITIES**

All quantities provided in this RFP are estimates only, provided in good intent and due diligence by the Owner. Actual quantities, which shall be the sole basis for payment, may be less or greater than the estimated quantities, and shall be governed solely by the Owner's budget for equipment, site size, and site preparation.

The bidder, by submitting a bid, expressly agrees it shall have no claim for misrepresentation or for additional compensation due to any variation in actual quantities as compared to estimated quantities.

## **5. CONFIDENTIALITY AND FREEDOM OF INFORMATION**

All documents submitted to the Owner as a result of this competition become the property of the Owner and as such, shall be subject to the disclosure provisions of the Freedom of Information and Protection of Privacy Act of Alberta. A copy of the FOIP Act can be obtained from the Queen's Printer.

Bidders making their entire bid response proprietary or confidential shall be neither accepted nor honored. Bidders shall identify which portion(s) of their submission is

---

confidential and what harm could reasonably be expected from disclosure of those portions.

## **6. HEALTH AND SAFETY REQUIREMENTS**

The bidder warrants that the products and services supplied to the Owner as a result of this competition shall conform in all respects to the standards set forth by Federal and Provincial regulations.

All applicable equipment supplied as a result of this competition shall meet all health, fire and safety regulations and standards and all work practices and procedures as required by law. Proper labels to verify these standards shall be attached to the equipment prior to delivery or installation.

The Owner may exercise any of the following remedies to rectify the receipt of any non-certified or unlabeled equipment:

- Apply for the applicable certification(s) and invoice the vendor for all costs associated with resulting certification(s).
- Return equipment to vendor, freight collect, for proper certification.
- Return equipment to vendor, freight collect, for full credit.

The shipping and handling of hazardous materials shall be made in accordance with the applicable Federal, Provincial and Municipal regulations in force at the time of shipment. Failure to comply with these conditions shall be construed as a breach of contract.

All WHMIS control products ordered and shipped as a result of this competition shall be properly identified and labelled in accordance with WHMIS regulations and be accompanied by up-to-date Material Safety Data Sheets.

Failure of bidders to comply one hundred percent (100%) with the above terms may result in the bidder being removed from all future District competitive bid competitions for a period of one year(s).

## **7. PRODUCT SPECIFICATIONS**

Brand names and part numbers when used are for reference to indicate the character or quality of products required. Offers of equal items shall state the applicable brand name and part number or level of quality.

- Where the Owner has not provided a brand name/part number in the product description, the bidder shall write in the brand name/part number of the product offered.

The Owner reserves the right to make the final decision as to what items are equal.

All items supplied by the bidder as a result of an order placed in response to this competition, shall be identical to those bid. Substitutions shall not be accepted and will be returned at the bidder's expense.

Bidders who ship products that differ from those quoted may be removed from the Owners bidders list for these commodities a period of one year.

When evaluating bids, the Owners at its sole discretion may not phone, write or fax bidders for clarification of item specifications. Any item(s) not clearly identified may not be considered for purchase.

Failure to comply with one of more of these conditions may result in the disqualification of your bid.

## **8. INVOICING**

Invoices shall be paid within thirty (30) days of receipt of invoice provided all terms and conditions of sale are finalized

## **9. PATENTS AND COPYRIGHTS**

In the event that any article sold and delivered as a result of this competition is covered by any patent, copyright or application, the vendor shall indemnify and save harmless the Owner from any and all loss, cost or expense or account of any and all claims, suits, judgments on account of the use or sale of such article in violation of rights under such patent, copyright or application.

## **10. GOVERNING LAW**

The law governing this competition or any contractual agreement resulting from this competition shall be the law in effect in the Province of Alberta, Canada and shall be deemed to be executed in Lethbridge, Alberta, Canada.

## **11. WARRANTIES AND GUARANTEES**

The successful bidder shall warrant that all goods/services delivered as a result of this competition shall be fit for their intent and purpose; shall be of good and marketable quality and shall be free from any defect whatsoever.

**12. ASSIGNMENT**

Neither the successful bidder nor the Owner shall assign any contract resulting from this competition in whole or in part without the prior written approval of the other.

**13. TERMINATION**

Any agreement entered into between the Owner and the successful bidder may be terminated by either party by giving thirty (30) days written notification.

**14. EVALUATION/REJECTION OF BIDS**

Only those bids substantially compliant to the mandatory requirements of the RFP shall qualify for further evaluation.

Bids shall be evaluated on the basis of information available in the bidders submission, and any additional information specifically requested by the Owner after closing.

The evaluation process is designed to award the acquisition, not necessarily to the bidders of least cost, but rather to the bidder with the best combination of attributes based on the evaluation criteria.

**EVALUATION CRITERIA**

Bid shall be evaluated using the following set of criteria:

1. Bidder and Manufacturers profiles and overviews
2. Product suitability, features, specifications
3. Additional product information
4. Product safety features and certifications
5. Risk Management
6. Design plan/layout
7. Warranties and service
8. Liability insurance coverage/certificate of insurance
9. Pricing
10. Value add

---

**SECTION II - Requirements****I. PROJECT SCOPE AND INFORMATION TO BIDDERS**

The scope of this RFP is the purchase of OUTDOOR FITNESS EQUIPMENT for use by Middle School Students, grades 5 to 8, ages 10 to 13, and city residence ages 14 and older (adult). Two separate levels of fitness equipment are required to meet this objective.

**1. Option A**

Equipment designed and suitable for Middle School Students ages 10 – 13 year of age. This equipment shall be static rather than dynamic with no moving parts. It will be situated within the school courtyard, installed in two areas, one 23' x 35' and the other 23' x 40'. One factor determining the quantity and type of equipment purchased will be the number of stations that can be safely placed in the two areas (based on the bidders design plan)

**2. Option B**

Equipment designed and suitable for use by city residence ages 14 years and older (adults). This equipment may integrate both static and dynamic stations and will be situated on the school playing field owned and maintained by the City of Lethbridge. This equipment shall be located in one unrestricted open area, with the dimensions and square footage to be determined by the bidders design plan. The number of stations purchased shall be dependent on the cost of equipment, installation and provision for adequate and safe ground cover.

For both Option A and Option B the equipment may be installed on concrete pads or on individual concrete footings.

The Owner reserves the exclusive right to purchase Option A and Option B equipment from one bidder or from two individual bidders, or to make no purchase(s) of either Option A or Option B.

Installation of equipment and the supply of ground cover materials do not form part of the scope of this RFP. However, manufacturer's recommended installation requirements, instructions on the proper use of equipment, signage and decals alerting users to potential hazards that may exist are requirements that all bidders must meet.

---

## **EVALUATION OF BIDS/OWNERS PREFERENCE**

The requirements stated in Section II, Clause V of the RFP are factors and criteria critical in the evaluation of bids and final award by the Owner. Bids that are non-compliant to the material requirements of the RFP shall be disqualified. Bids that are compliant to those requirements shall be evaluated and scored using the criteria stated in Section I, Clause 14

Evaluation/Rejection of Bids. The evaluation process is designed to award the acquisition(s), not necessarily to the bidder with the least cost response, but rather to the bidders with the most qualified, best value response based on all evaluation criteria. Bids which are incomplete, void of important information, obscure, ambiguous, which in any way fail to conform to the material requirements of the competition may be deemed non-compliant by the Owner. Bidders are strongly encouraged to be detailed, comprehensive and concise in their responses, and to be familiar with and compliant to all mandatory requirements of the RFP (see Section I, Page 3, Clause .1. Definitions).

For safety, liability, insurance and product quality assurance reasons the Owner may, in the evaluation of bids, award higher evaluation points to bidders who offer outdoor fitness equipment manufactured/produced in Canada or the United States of America.

## **II. MANUFACTURING LOCATION/COUNTRY OF ORIGIN**

In general the "Country of Origin" for all or any equipment offered by a bidder in response to this RFP shall be defined as the country in which the equipment is manufactured or produced. Further work or material added to the equipment of another country must affect "substantial transformation" of the equipment in order to change its country of origin. Substantial transformation is production that results in new and different equipment. It requires equipment be transformed into a different article which then has a distinctive character or use from those of its constituent materials. In simple terms, the country of origin shall be the country where it last underwent substantial transformation.

The purpose of using substantial transformation to define and determine country of origin is to prevent simple assembly, packaging, and surface finishing operations from conferring origin.

Bidders shall state the country of origin as defined above, for all fitness equipment offered in response to this RFP.

Bidders shall include, as part of their response, a "Certificate of Origin" for all types and makes of fitness equipment offered in response to this RFP.

### **III. BIDDERS PROFILE AND BACKGROUND OVERVIEW**

Bidders shall outline their company profile and history demonstrating their stability in the marketplace, capability and expertise to supply and service their products offered in response to the RFP, contact information, location, address and certifications.

Bidders should provide a list (to a maximum of 4) of similar projects awarded and completed in Canada. This information should include:

- Client name and location
- Brief description and scope of project
- Client contact person with email address

### **IV. EQUIPMENT MANUFACTURERS PROFILES AND OVERVIEWS**

Bidders who offer products manufactured by different companies shall provide a profile and overview for each company. Relevant information should include, but not necessarily limited to:

- Company history
- Number and location of manufacturing facilities specific to the products offered by the bidder in the RFP (country of origin as defined in this RFP).
- Location of other plants outside the country of origin where assembly, finishing, packaging and shipping of products occur.
- Company names and locations of other third party manufactures contracted to manufacture components and parts of the finished products.
- If applicable the list of these components not manufactured by the parent company.
- Outline of the parent company's manufacturing process.
- Manufacturing certifications for parent and third party manufacturing partners.

### **V. PRODUCT REQUIREMENTS**

Bidders may submit a response for Option A or Option B or for both A and B.

Bidders submitting a bid for both should provide distinct and separate sections for each, to provide clarity and avoid confusion and ambiguity by the owner during the evaluation process



**OPTION A**

Outdoor fitness equipment designed and suitable for Middle School Students, ages 10 to 13 years of age.

To be situated in courtyard, in two separate areas 23' x 35' and 23' x 40'

Equipment type: Static

**STATIONS**

6 to 8 stations which enable the users to work multiple muscle groups. These stations shall be designed to allow users to perform the following movements:

- Stretching
- Balance movements
- Chin-ups, pull-ups, push-ups
- Jumping, leg lifts, squatting, lunging
- Stomach muscles, core and torso exercises
- Signage, welcome and instructional

Playworld Energi Jr. or similar

**OPTION B**

Outdoor fitness equipment designed for teenagers (14 years and older), adults and seniors.

To be situated on a school playground in one designated open area approximately 2000 – 2500 sq. feet.

Equipment type: May be dynamic or a combination of dynamic and static.

**STATIONS**

8 – 9 stations which enable the users to perform stretching, strength and cardiovascular exercises.

A typical package could include the following equipment, however the owner will consider some substitution or variance.

- Air strider

- Air walker, single or double
- Combo press and pull
- Elliptical cross trainer
- Horizontal bar
- Leg press
- Pull up and dip station
- Rowing machine
- Sit up bench
- Signage, welcome and station specific

#### **ADDITIONAL PRODUCT INFORMATION**

Bidders shall address the following specifications and features for all equipment offered for both Option A and Option B. As stated in the RFP, this information should be formatted separately in the bidders response.

- Manufactures make and model number
- Manufactures products specifications fully describing each station
- Equipment foot prints
- Manufactures recommended safety zones to protect users and bystanders
- Signage and decals, user instructions, safety/hazard warning, age restriction
- Theft and security features, options, recommendations
- Manufacturers installation/mounting requirements
- Preventative maintenance of equipment requirements
- Safety features/recommendations
- User age restrictions

- User weight restrictions
- Warning signs and decals
  
- Ground cover recommendations
  
- Certifications of compliance to standards and regulations governing the design, manufacture and installation of equipment (CSA, CUL, UL, CE, ETL, DIN 79000, EN 16630, CAN/CSA, Z 614)
  
- Disclosure of potential hazards to users (head and neck entrapment, shear/crush and pinch points, protrusions)
  
- Lockout mechanisms/options
  
- Shipping method, assembled or unassembled
  
- Design plans/layout with scale

## **VI. WARRANTIES AND SERVICE REQUIREMENTS**

Bidders shall provide an overview of all warranties and service as they relate to the outdoor fitness equipment offered in response to the RFP. This overview should be detailed and comprehensive, addressing the following factors:

- Warranty Provider (manufacturer, reseller).
  
- Term of the Warranty for all components (frame, moving parts, pulleys, bearings, seats, pedals, handles, finishes and protective coatings).
  
- Compensation to the Owner (parts, labour, replacements).
  
- Name and Location of manufacturer's authorized warranty service provider.
  
- Freight terms covering the shipping of defective components and parts to and from the warranty depot.
  
- Exclusions and limitations pertaining to any and all warranties offered by the bidder in this RFP.

## **VII. PRICING REQUIREMENTS**

Prices shall be unit prices, in Canadian funds, FOB Lethbridge, one destination within the city limits, Freight Prepaid, all duties, brokerage, packaging and handling charges included, GST extra, State and Provincial taxes not applicable.

All other costs, fees, and charges incurred in the delivery of the equipment covered by the scope of this RFP shall be the sole and exclusive responsibility of the successful bidder(s).

## **VIII. INSURANCE**

Prior to award of any contract, the bidder(s) evaluated as most qualified according to the evaluation criteria stated in the RFP, shall provide the owner with Certificates of Insurance from the bidder and the manufacturer of the outdoor fitness equipment.

As part of the RFP response bidders should provide proof of Certificates of Insurance, and address the insurance policy in the following contexts:

- Producer
- Insured
- Authorized Representative
- Certificate Holder as Additional Insured
- Coverage Territory: North America
- Commercial General Liability on Occurrence basis
- Third Party Bodily Injury
- Third Party Property Damage
- Non-Owned Automobile
- Coverage for lawsuits brought against the Insured in Canada and the United States of America
- Limits of Liability, per occurrence and aggregate
- The Board of Lethbridge School District No. 51 to be added as an Additional Insured

The successful bidder(s) shall provide the owner with all Certificates of Insurance prior to award of any contract resulting from this RFP.

All Certificates of Insurance shall be received, reviewed and approved by the owner prior to award.

The owner shall have the exclusive right to refuse to contract with any bidder who fails to produce complete and satisfactory Certificates of Insurance upon conclusion of the RFP evaluation process.

**IX. DELIVERY SCHEDULE**

Bidders shall provide delivery dates, shown in days from receipt of order, for all items offered in response to this RFP.

**X. VALUE ADD**

Bidders may use this section of their response to offer added value, not requested by the owner in previous sections, that the bidder feels enhances their proposal by adding value for the owner.