



# APPENDIX 1 - SPECIFICATION SUPPLY, INSTALLATION, REPAIR AND MAINTENANCE OF FITNESS EQUIPMENT

## Commercial Operations

**DN718017**

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## 1. Summary Requirement

- 1.1. Provide three-dimensional concept design visuals for each of three gyms that are the subject of BCP's leisure centre in-sourcing mobilisation project.
- 1.2. Supply and install new fitness equipment for the three gyms ready for a go-live with operation service planned from 01/12/2024.
- 1.3. Provide ongoing warranty, repair, and maintenance service for the new and existing fitness equipment within all BCP managed Leisure Centres.
- 1.4. Supply and fit ad-hoc fitness equipment throughout the life of the contract.

## 2. Scope

- 2.1. The planned contract is for up to 15 years. An initial 10-year period with an option to extend for a future 5 years.
- 2.2. The supply and installation of various types of commercial gym equipment including but not limited to cardio machines, strength training equipment, free weights, flooring and accessories and where possible offer adjustable accessible fitness machines with instructions in braille or large print to assist members with disabilities.
- 2.3. The initial requirement to design gyms includes a requirement to review the services and equipment offered by competitors within three miles of each of the three insourcing gyms to ensure the new offer is commercially competitive.
- 2.4. To create state of the art concept designs visual plans for three gyms.
- 2.5. Scope includes all council services including any new future provision.
- 2.6. To provide warranties and ongoing repair and maintenance service for all equipment. From date of installation the standard/minimum warranty is 2 years with the option to extend to three years providing general in-house repairs and maintenance procedures have been undertaken.
- 2.7. To undertake national and regional analysis to ensure recommended equipment and gym design meet the needs of residents.

## 3. Requirements

- 3.1. All equipment must comply with relevant safety standards and regulations in the UK.
- 3.2. The supplier must provide warranties for all equipment, covering defects in materials and workmanship.
- 3.3. Installation and setup services are included in the scope of *supply*.
- 3.4. Equipment must be durable and easy to maintain.
- 3.5. Aesthetics of the equipment should complement the leisure centre environment.

- 3.6. Consideration must be given to space optimisation and equipment layout within the gym area and where possible to create wide, unobstructed pathways and ample space around gym equipment to assist members with disabilities.
- 3.7. The supplier must provide ongoing support for maintenance and replacement parts and scheduled full servicing.
- 3.8. The Supplier will be required to ensure that all Supplier Staff or Supplier Sub-Contractors that are working within BCP Council premises in the delivery of Services have had safeguarding awareness training. The Supplier must report welfare concerns to the Council as soon as is reasonably possible where concerns are identified.

#### **4. Pricing and Payment**

- 4.1. Pricing will be in accordance with the pricing schedule.
- 4.2. Payment mechanism will be managed in accordance with the contract terms and conditions.
- 4.3. For the avoidance of doubt, payment in advance is disallowed.
- 4.4. Annual price reviews will be managed in accordance with the contract terms and conditions. The prices for the goods shall be calculated based on those in the Pricing Schedule for such goods.
- 4.5. The parties acknowledge and agree that the prices will change on an annual basis with effect from each anniversary of the contract commencement date in line with the percentage change in the Annual Index in the preceding 12-month period.
- 4.6. The first such Annual Index change shall take effect at the beginning of the second Framework Year and shall be based upon the Annual Index at the beginning of the last month of the previous Framework Year.
- 4.7. Annual Index means the Consumer Prices Index (CPI) as published by the Office of National Statistics from time to time, or failing such publication, such other index as the parties may agree most closely resembles such index.

#### **5. Standards**

- 5.1. The supplier will, prior to commencement of work, provide all documents, data and submissions required by statutory authority, the Construction Design and Management (CDM) Regulations 2015, the Health & Safety at Work Regulations, and in accordance with the Contractors Safety and Quality Procedures.
- 5.2. Snagging timescale inspection of all equipment shall take place before signing off as installed/completed.

#### **6. Delivery and Installation**

- 6.1. The supplier must meet the project timeline expectations for removal of existing equipment and the supply, installation, and training of the new equipment at the outset of the contract.
- 6.2. All equipment must be tested and signed off by both parties prior to invoicing and payment.
- 6.3. Access to site must be scoped and planned in advance of the agreed project timeline.

## **7. Account / Contract Management**

- 7.1. Provide a single, allocated Account Manager who will:
  - 7.1.1. Seek to build, develop and maintain relationship with the Council's single, allocated Contract Manager.
  - 7.1.2. Seek to build, develop and maintain relationships with all relevant teams within the Council to ensure that product supplied is a good match to specific operational requirements.
  - 7.1.3. Attend quarterly reviews meetings with the Council's Contract Manager that may be at the Council's premises.
  - 7.1.4. Attend ad hoc issue-related meetings with the Council's Contract Manager as required.
  - 7.1.5. Advise the Council's Contract Manager on innovations and improvements / industry best practices which may lead to improvements in service delivery.
  - 7.1.6. Provide and review Key Performance Indicator (KPI) data in KPI reports.
  - 7.1.7. Provide and review management information (MI) data in MI reports.
  - 7.1.8. Provide review and analysis of complaints including:
    - 7.1.8.1. Time taken to provide an appropriate response
    - 7.1.8.2. Time taken to be told the outcome of any investigation
    - 7.1.8.3. Time taken to be told about any action taken arising from the outcome of the complaint.
  - 7.1.9. Provide a new rate to be added to the Schedule of Rates where the Council requires (a) product that is absent from the Schedule of Rates.
  - 7.1.10. Provide sample products on request from the Council's Contract Manager. Sample products will be provided free of charge.
  - 7.1.11. Seek to optimise value for money for the Council:
    - 7.1.11.1. Implement a plan for to improve value for money year on year.
    - 7.1.11.2. Continually benchmark price and quality against other suppliers to ensure value for money to the Council.
    - 7.1.11.3. Highlight where savings may be made by discounts, bulk buying, alternatives etc.
    - 7.1.11.4. Optimise efficiency to minimise operational costs.
    - 7.1.11.5. Explain the benefits of new products with focus on better performance and/or better value.
    - 7.1.11.6. Provide option(s) to test the new products at no cost to the Council.
  - 7.1.12. Provide the Council with an early warning of any situation, actual or forecast, that could impact the Supplier's ability to supply compliant product including but not limited to:
    - 7.1.12.1. new or emerging compliance standards.
    - 7.1.12.2. supply chain instability including manufacture and distribution networks.

- 7.1.12.3. price instability.
- 7.1.13. Contract management meetings will be held on a quarterly basis. The Supplier will ensure their appropriate representative(s) attend.
- 7.1.14. Contract management meetings will allow the Council and the Supplier to review the current arrangements, resolve any outstanding performance issues, and for the Supplier to make recommendations to improve the service and make it more cost effective.
- 7.1.15. There may be a need to arrange meetings in between the contract management meetings when timely action is required, performance has slipped or where either party has identified areas of improvement to the service.
- 7.1.16. Management Information (MI) Reports will be submitted by the supplier in digital format as Excel file, to the Council's contract manager, one week prior to each contract management meeting. The quarterly review periods shall be:
  - 7.1.16.1. Q1 (April to June)
  - 7.1.16.2. Q2 (July to September)
  - 7.1.16.3. Q3 (October to December)
  - 7.1.16.4. Q4 (January to March)
- 7.1.17. MI Reports will include but not be limited to the following:
  - 7.1.17.1. Key Performance Indicator (KPI) metrics
  - 7.1.17.2. Any changes to relevant UK Regulations and Guidance will be immediately integrated into the contract
  - 7.1.17.3. Summary Sales Report
  - 7.1.17.4. Purchase Order Report
- 7.1.18. Summary Sales Report showing:
  - 7.1.18.1. Cumulative purchase order value last month (whole Council)
  - 7.1.18.2. Cumulative non-purchase order sales value last month (whole Council)
  - 7.1.18.3. Analysis of variance between sales with PO and sales without PO last month (whole Council)
  - 7.1.18.4. Volume and value of invoices last month (whole Council)
  - 7.1.18.5. Volume and value of credits last month (whole Council)
  - 7.1.18.6. Volume and value of overdue invoices last month (whole Council)
  - 7.1.18.7. Sales value splits by product category last month (whole Council)
  - 7.1.18.8. Volumes of key products last month (whole Council)
- 7.1.19. Purchase Order Report showing:
  - 7.1.19.1. Order Date
  - 7.1.19.2. Order Number
  - 7.1.19.3. Order Value
  - 7.1.19.4. Product items and quantities
  - 7.1.19.5. Name of buyer
  - 7.1.19.6. Delivery address

## 8. Training

8.1 The supplier will offer comprehensive training sessions for leisure centre staff on equipment operation and maintenance.

8.2 Ongoing technical support will be available for any issues or enquiries

## 9. Termination

- 9.1. Prior to expiry of the contract and within 4 weeks of a request to do so from the council' contract manager, the supplier will provide, in editable excel format:
  - 9.1.1. a full inventory of equipment
  - 9.1.2. details of warranties linked to the inventory
  - 9.1.3. schedule of maintenance for all equipment
  - 9.1.4. schedule of known defects for all equipment

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## 10. Key Performance Indicators (KPIs)

| KPI no | Description                            | Required performance level % | Performance level requiring immediate action % | Definition   | Frequency of KPI Report | Means of calculation  | Formula                            |
|--------|--|------------------------------|--|--|-------------------------|---|------------------------------------|
| 1      | Equipment Reliability and Availability | 98%                          | 95%  | the percentage of time that gym equipment is operational and available for use by members  | Quarterly               | Total operational hours (a) expressed as a percentage of the Total hours (b)                    | a/b expressed as a % to 2 decimals |
| 2      | Cost Management and Efficiency         | 10%                          | 15%  | <p>(Forecast) Total Cost of Ownership (TCO) = Cost of Acquisition + (forecast) Cost of Maintenance over 5 years where:</p> <p>Cost of Acquisition means:</p> <ul style="list-style-type: none"> <li>Sum of all initial costs associated with acquiring the asset, including purchase price, installation fees, setup costs, training expenses, and any other relevant costs incurred at the time of acquisition.</li> </ul> <p>Cost of Maintenance (CoM) means:</p> <ul style="list-style-type: none"> <li>Aggregate of all expenses associated with maintaining the asset throughout its operational life. This includes but is not limited to:                             <ul style="list-style-type: none"> <li>Routine maintenance costs (e.g., servicing, inspections, repairs)</li> <li>Replacement parts and components</li> <li>Labour costs for maintenance personnel</li> </ul> </li> </ul> | Quarterly               | Cost of Maintenance (a) expressed as a percentage of the (forecast) Total Cost of Ownership (b) | a/b expressed as a % to 2 decimals |

|   |                           |     |     |   |           |   |                                    |
|---|---------------------------|-----|-----|---|-----------|---|------------------------------------|
|   |                           |     |     | <ul style="list-style-type: none"> <li>Downtime costs (lost productivity or revenue due to asset breakdowns)</li> </ul> Upgrades or enhancements to extend the asset's useful life or improve its performance |           |   |                                    |
| 3 | Presentation of Equipment | 95% | 90% | % of equipment hard surfaces are free of rust and discoloration and soft surfaces are free of cracking, holes and tares   | Quarterly | Total number of stations where presentation of equipment is good(a) expressed as a percentage of the Total number of stations (b) | a/b expressed as a % to 2 decimals |

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