



## Freedom of Information Request FOI 21 23

### Award of Contract for New Fitness Equipment

#### Query & Response:

*I would be most grateful if you would provide me, under the Freedom of Information Act, details in respect to the contract below.*

*Award of Contract for New Fitness Equipment for the Wiltshire Area Properties/Locations Only using the ESPO Framework 345 - Lot 2:*

<https://www.contractsfinder.service.gov.uk/Notice/213b81a4-19ae-41a0-9faf-c3691c01de73>

The details we require are:

Suppliers who applied for inclusion on each framework/contract and were successful & not successful at the PQQ & ITT stages

**All of the suppliers on ESPO's Fitness Equipment framework at the time of the procurement exercise were invited to bid for the tender of the contract. The suppliers on the framework were:**

**Amer Sports UK Ltd t/a Precor Products Ltd  
Anytime Leisure  
Cybex  
Fitness Warehouse UK t/a Gym Gear  
Johnson Health Tech UK Ltd t/a Matrix Fitness  
Life Fitness UK Ltd  
Pulse Fitness Ltd  
Servicesport UK Ltd  
Sportsafe UK Ltd  
Core Health & Fitness Trading (Star Trac, StairMaster, Nautilus and Schwinn)  
Technogym UK Ltd**

**Please note that this list only indicates that these suppliers were given the opportunity to bid for the contract, but not that they necessarily bid for it.**

**A further competition exercise was carried out under Lot 2 (New Fitness Equipment) Only on the Framework Agreement and the winner, Fitness Warehouse t/a Gym Gear, was awarded the contract.**

**Unfortunately, we are unable to provide you with the names of the suppliers who submitted a bid, or where unsuccessful at any stage of the process. This is because it is covered by exemption section 43(2) of the Freedom of Information Act. This exempts information if its disclosure under this Act would or would be likely to; prejudice the commercial interests of any person (including the public authority holding it).**

**Section 43(2) is a qualified exemption and as such we are required to conduct a public interest test. This means that after it has been decided that the exemption is engaged, the public interest in releasing the information must be considered. If the public**



**interest in disclosing the information outweighs the public interest in withholding it then the exemption does not apply and must be released.**

**Considerations in favour of the release of the information include our commitment to openness and transparency in our commercial activities, to allow public scrutiny and to demonstrate that public funds are being used in an efficient and effective way. Furthermore, private sector companies engaging in commercial activities with the public sector must expect some information about those activities to be disclosed.**

**Considerations against disclosure include the recognition that disclosure may cause damage to an unsuccessful supplier's reputation, affecting the supplier's competitive position in their respective market and confidence that its customers, suppliers or investors may have in its commercial operations. Disclosure would be likely to deter potential bidders for future contracts from competing and sharing commercially sensitive information with us, which would negatively impact upon the quality and quantity of Governments' supplier base. We must retain commercial confidence of third-party bidders when they choose to engage in commercial activities with us. The release of this information may jeopardise this commercial confidence.**

**In conclusion, we have determined that it is not in the public interest to prejudice the commercial interests of the unsuccessful suppliers. As such this information has been deemed exempt from disclosure under section 43(2) of the Act.**

- Actual spend on this contract/framework (and any sub lots), from the start of the contract to the current date

**£73,494.00**

- Start date & duration of framework

**The start date of the contract was 24 February 2017 and the duration was six months.**

- Is there an extension clause in the framework(s)/contract(s) and, if so, the duration of the extension?

**There is no extension clause as this was a one-off purchase for new fitness equipment.**

- Has a decision been made yet on whether the framework(s)/contract(s) are being either extended or renewed?

**Not applicable**

- Who is the senior officer (outside of procurement) responsible for this contract?

**Dave Wilcox, Health & Fitness Advisor**

- Would you consider appointing a third party contractor to service and repair the existing gym equipment beyond the existing OEM warranty period?

**We already use a service engineer who services our equipment on an annual basis so we do not need to consider appointing a third party contractor at this time.**

**Information/Detail accurate on the date provided: 17, March 2021**



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