



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 947-2015**

**SUPPLY, DELIVERY AND INSTALLATION OF FITNESS EQUIPMENT**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY, DELIVERY AND INSTALLATION OF FITNESS EQUIPMENT

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 3, 2015.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. CONFIDENTIALITY**

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

### **B5. ADDENDA**

B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

**B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.
- B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a).
- B7.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

**B8. BID**

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B8.4.2 All signatures shall be original.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.3.1 The price on Form B: Prices shall include:

- (a) duty;

- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

## **B10. DISCLOSURE**

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

- (a) Fitness Experience.

## **B11. QUALIFICATION**

B11.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B11.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

B11.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the bidder and of any proposed Subcontractor.

B11.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

## **B12. OPENING OF BIDS AND RELEASE OF INFORMATION**

B12.1 Bids will not be opened publicly.

- B12.2 Following the Submission Deadline, the names of the Bidders and their Bid Prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B12.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B12.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

### **B13. IRREVOCABLE BID**

- B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B13.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

### **B14. WITHDRAWAL OF BIDS**

- B14.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B14.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.
- B14.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

### **B15. EVALUATION OF BIDS**

- B15.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
  - (c) Bid Price;

- (d) economic analysis of any approved alternative pursuant to B6;
- (e) costs to the City of administering multiple contracts.

- B15.2 Further to B15.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B15.5 This Contract may be awarded as a whole (Alternative 1) or separately by item (Alternative 2) as identified on Form B: Prices.
- B15.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more items in Alternative 2.
- B15.5.2 Notwithstanding B16.3, the City shall not be obligated to award any item to the responsible Bidder submitting the lowest evaluated responsive Bid for that item and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on both alternatives or on all items in Alternative 2, he/she shall have no claim against the City if his/her partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or item upon which he/she has not bid.

## **B16. AWARD OF CONTRACT**

- B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B16.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B16.2.1 Without limiting the generality of B16.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B16.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B15.
- B16.3.1 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B16.4 Notwithstanding C4 and Paragraph 6 of Form A:Bid, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B16.5 The Contract Documents, as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

D1.1 In addition to the *General Conditions for the Supply of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of supply, delivery and installation of fitness equipment.

#### **D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is:  
Ron Martin, SCMP  
Inventory Coordinator – Transit Stores  
Telephone No.: 204-986-6864  
Email: ronmartin@winnipeg.ca

#### **D4. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D4.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D4.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D4.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D4.4 A Contractor who violates any provision of D4 may be determined to be in breach of Contract.

#### **D5. NOTICES**

D5.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg  
Chief Financial Officer  
Facsimile No.: 204- 949-1174

D5.2 **Bids Submissions must be submitted to the address in B7.5.**

## **SUBMISSIONS**

### **D6. AUTHORITY TO CARRY ON BUSINESS**

D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D7. INSURANCE**

D7.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

Deductibles shall be borne by the Contractor.

D7.2 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4 for the return of the executed Contract.

D7.3 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

## **SCHEDULE OF WORK**

### **D8. COMMENCEMENT**

D8.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D8.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D6;
  - (ii) evidence of the workers compensation coverage specified in C6.16;
  - (iii) evidence of the insurance specified in D7; and
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D9. DELIVERY**

D9.1 Goods shall be delivered within fifteen (15) Calendar Day(s) of the award of Contract, f.o.b. destination, freight prepaid to:

Winnipeg Transit- Brandon Garage  
600 Brandon Ave.

Winnipeg, Mb, R3L 0V3

D9.2 Goods shall be delivered between 8:00 a.m. and 1:00 p.m. on Business Days.

D9.3 The Contractor shall off-load the Goods as directed at the delivery location.

## MEASUREMENT AND PAYMENT

### D10. INVOICES

D10.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9

Facsimile No.: 204- 949-0864

Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)

D10.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
- (f) the Contractor's GST registration number.

D10.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D10.4 Bids Submissions must be submitted to the address in B7.5.

### D11. PAYMENT

D11.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D11.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

## WARRANTY

### D12. WARRANTY

D12.1 Notwithstanding C11, the warranty period shall begin on the date of Delivery and shall expire as defined in E2 unless extended pursuant to C11.3, in which case it shall expire when provided for thereunder.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

#### **E2. GOODS**

- E2.1 The Contractor shall supply, deliver and install fitness equipment in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 – Treadmill to be a Precor TRM932 Treadmill or approved equal in accordance with B6 with the following specifications:
- (a) User weight: 400 lbs / 182 kg.
  - (b) Powered; 120V/20 amp, dedicated circuit, must be CSA approved.
  - (c) Total workouts: seven (7) programs accessed by six (6) tactile dome keys: Manual, Interval, Basic, Heart Rate Control, Weight Loss, Random Track, Gerkin Fitness Test.
  - (d) Motor drive: 4.0 hp peak duty AC induction motor with IFT-Drive controller.
  - (e) Running surface: 22" x 56". Step up height: 7.5".
  - (f) Stop switch: non magnet type with guard.
  - (g) Deck and belt require no external lubrication. Deck rollers are steel tapered.
  - (h) Speed range: 0.5 – 12 mph / 1 – 20 km/h.
  - (i) Elevation range: 0% - 15% (0.5% increments).
  - (j) Integrated Footplant Technology for more balance and control.
  - (k) Ground Effects Impact Control System for decreased impact on joints.
  - (l) Network capabilities: FitLinxx compatible, C-SAFE enabled.
  - (m) Entertainment (available as an option):
    - (i) 15" Personal Viewing System (PVS).
    - (ii) iPod / iPhone compatible.
    - (iii) Wireless entertainment cap.
  - (n) Accessories: Accessories holder, Reading rack, Cable Management (Optional).
  - (o) Warranty:
    - (i) Frame- seven (7) years.
    - (ii) Motor- five (5) years.
    - (iii) Parts (Mechanical & Electronic) -2 years.
    - (iv) Wear items – 1 year.
    - (v) Labor – 1 year.
  - (p) Delivery and set up of new treadmill, removal of packaging material from site. Confirmation of specifications and correction operation by Transit personnel.
- E2.3 Item No. 2 – Elliptical Cross trainer to be a Precor EFX536i or approved equal in accordance with B6 with the following specifications:
- (a) User weight: 350 lbs / 159 kg.
  - (b) Power: Self-powered.

- (c) Foot pedals: Self draining, 2.4" between foot pedals.
  - (d) Total Workouts: 6.
  - (e) Six (6) phase generator system to provide twenty (20) resistance levels from eighteen (18) watts (level 1 at 40 SPM) to 720 watts (level 20 at 200 SPM).
  - (f) Electronic readouts : Calories, Heart rate, Profile, SmartRate, Resistance, Incline, Strides, Strides per Minute, Time Elapsed, Time Remaining, Percent Complete, Workout Summary, Heart Rate Analysis.
  - (g) Cross Ramp range: 15 – 40 degrees. Automatic CrossRamp technology to alter elliptical path between 15 and 40 degrees in forward and reverse stride motions.
  - (h) Network capabilities: FitLinxx compatible, C-SAFE enabled.
  - (i) Entertainment (available as an option):
    - (i) 15" Personal Viewing System (PVS).
    - (ii) iPod / iPhone compatible.
    - (iii) Wireless entertainment cap.
  - (j) Accessories: Accessories holder, Reading rack, Cable Management (Optional).
  - (k) Biomechanics validated by Western Washington University Biomechanics Lab for fitness levels and sizes ranging from 5% size female to the 95% size male user.
  - (l) Warranty:
    - (i) Frame- seven (7) years.
    - (ii) Parts (Mechanical & Electronic) -2 years.
    - (iii) Wear items – 1 year.
    - (iv) Labor – 1 year.
  - (m) Delivery and set up of new elliptical cross trainer, removal of packaging material from site. Confirmation of specifications and correction operation by Transit personnel.
- E2.4 Item No 3- Functional Trainer to be a Inspire FT1 Functional Trainer or an approved equivalent with the following specifications:
- (a) Heavy duty rectangular and round tubular steel frame with electrostatic powder coat offers a durable, maintenance free finish.
  - (b) One-handed adjustable high/low system with thirty (30) height positions.
  - (c) Dual independent 200 lb weight stacks at 2:1 ratio to deliver 100Lb per handle. Commercial weight stacks 2- 165 lb with guide rods and centered drilled plates.
  - (d) Rotating accessory holder: multi-functional belt, easy curl bar, straight bar, ankle cuff, swing handle, tricep rope, 2- single handles, and 2- 5 lb. add on weights.
  - (e) 10 year light commercial warranty.
  - (f) Delivery and set up of new functional trainer, removal of packaging material from site. Confirmation of specifications and correction operation by Transit personnel.
- E2.5 Item No 4- Bench to be an Inspire SCS Bench FID or an approved equivalent with the following specifications:
- (a) Weight capacity: 1000 lbs.
  - (b) Six (6) position adjustable ladder seat back. Three (3) position locking seat bottom.
  - (c) Ability to add leg extension/ curl and preacher curl accessories.
  - (d) 10 year light commercial warranty.
  - (e) Delivery and set up of new bench, removal of packaging material from site. Confirmation of specifications and correction operation by Transit personnel.
- E2.6 Item No 5- Exercise Mat to be an Apple Exercise Mat AAMAT05 or approved equivalent with the following specifications:

- (a) Constructed of high density foam for vigorous aerobic exercise.
  - (b) Exterior shell is to be constructed of water repellent nylon.
  - (c) Mats are to be fitted with a handle on the side or end.
  - (d) Treated for germ resistance.
  - (e) Delivery and set up of exercise mats, removal of packaging material from site. Confirmation of specifications and correct operation by Transit personnel.
- E2.7 Item No 6- Dumbbell Set to be a 5-50 Rubber Hex Dumbbell Set or approved equivalent with the following specifications:
- (a) Contoured, knurled chrome handles and durable rubber covered heads.
  - (b) Heads are permanently affixed to a 35mm solid steel shaft.
  - (c) One set of weights from 10-50 lbs. consisting of the following:
    - (i) 1 pair of 10 lbs.
    - (ii) 1 pair of 12 lbs.
    - (iii) 1 pair of 15 lbs.
    - (iv) 1 pair of 20 lbs.
    - (v) 1 pair of 25 lbs.
    - (vi) 1 pair of 30 lbs.
    - (vii) 1 pair of 35 lbs.
    - (viii) 1 pair of 40 lbs.
    - (ix) 1 pair of 45 lbs.
    - (x) 1 pair of 50 lbs.
  - (d) Delivery and set up of dumbbells, removal of packaging material from site. Confirmation of specifications and operation by Transit personnel.
- E2.8 Item No 7- Dumbbell Rack to be an Inspire Fitness Dumbbell Rack or approved equivalent with the following specifications:
- (a) Constructed of heavy duty oval 11 gauge tubular steel.
  - (b) Electrostatic powder coat offers a durable, maintenance free finish.
  - (c) Height: 4 ft. Capacity to hold ten (10) pairs of dumbbells.
  - (d) 10 year light commercial warranty.
  - (e) Delivery and set up of dumbbell rack, removal of packaging material from site. Confirmation of specifications and correct operation by Transit personnel.
- E2.9 Item No 8- Rowing Machine to be a Concept 2 Indoor Rower Model D or approved equivalent with the following specifications:
- (a) User weight: 500 lb. Support legs are aluminium in the front and steel in the back. Rowing machine has a powder coat finish.
  - (b) Track is constructed with an aluminium rail capped with a stainless-steel track. Partially enclosed nickel plated steel chain required.
  - (c) Must have frame lock to enable easy separation for transportation and storage.
  - (d) Ergonomic handle and low maintenance nickel plated chain.
  - (e) Adjustable footrests and damper controls to adjust airflow to the flywheel.
  - (f) PM5 performance monitor on adjustable arm. The PM5 performance monitor shall have the following features:
    - (i) Automatic Operation: Monitor turns on when you start your workout.
    - (ii) Performance Data: Track distance, speed, pace, calories burned, and watts.
    - (iii) User-Friendly Menu: Manage a wide range of features such as pre-set workouts, games and multiple languages.

- (iv) Display Options: View all data, force curve, pace boat, bar chart or large print.
  - (v) Backlit Display: Screen illuminates automatically when you start your workout.
  - (vi) USB Flash Drive: Store performance data and/or transfer data to your Mac or PC.
  - (vii) Wireless Heart Rate Monitoring: using ANT+ and Bluetooth Smart with compatible devices.
  - (viii) Connectivity: supports machine to machine racing, plus connectivity to computers and smartphones.
- (g) Delivery and set up of rowing machine, removal of packaging material from site.  
Confirmation of specifications and correct operation by Transit personnel.

### **E3. TRAINING**

The Contractor shall provide, at their expense, **two (2)** sessions of operational and maintenance training by qualified staff for the City of Winnipeg personnel. The training shall be conducted in combined sessions for each group of personnel. The two (2) sessions shall be sufficient to provide adequate familiarization and orientation on the equipment, to the satisfaction of the Contract Administrator.

### **E4. INSTRUCTIONAL DOCUMENTS**

For the items specified in E2.2, E2.3, E2.4 and E2.9, the Contractor shall insure the following manuals, CD's or DVD's be supplied with the fitness equipment when delivered, and shall contain a section in **English**:

- (a) operator's manual - one (1) set required; and
- (b) parts and service manuals, including preventative maintenance schedules for the life of the unit(s) - one (1) set required for each unit.