

THE CITY OF WINNIPEG

TENDER

TENDER NO. 800-2020

SUPPY, DELIVERY AND INSTALLATION OF FITNESS EQUIPMENT

Attention Bidders: Bids for this Tender are being accepted by mail, facsimile transmission or by email (See B7.4). No personal delivery or courier. Template Version: Goods LR 20200131

1

TABLE OF CONTENTS

PART A - BID SUBMISSIO	
	V

1 7.1		
	Form A: Bid Form B: Prices	1 3
PAR	T B - BIDDING PROCEDURES	
	 31. Contract Title 32. Submission Deadline 33. Enquiries 34. Confidentiality 35. Addenda 36. Substitutes 37. Bid Submission 38. Bid 39. Prices 310. Disclosure 311. Conflict of Interest and Good Faith 312. Qualification 313. Opening of Bids and Release of Information 314. Irrevocable Bid 315. Withdrawal of Bids 316. Evaluation of Bids 317. Award of Contract 	1 1 1 2 3 4 4 5 6 6 7 7 7 8
PAR	T C - GENERAL CONDITIONS	
C	C0. General Conditions	1
PAR	T D - SUPPLEMENTAL CONDITIONS	
0 0 0 5	General D1. General Conditions D2. Scope of Work D3. Contract Administrator D4. Notices Submissions D5. Authority to Carry on Business D6. Insurance	1 1 1 1 1
S	Schedule of Work D7. Commencement D8. Delivery D9. COVID-19 Schedule Delays	2 2 4
C C	Measurement and Payment D10. Invoices D11. Payment D12. Payment Schedule	5 5 6
	Narranty D13. Warranty	6
PAR	T E - SPECIFICATIONS	
E	Seneral E1. Applicable Specifications and Drawings E2. Goods	1 1
PAR	T F - SECURITY CLEARANCE	
F	51. Security Clearance	1

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPY, DELIVERY AND INSTALLATION OF FITNESS EQUIPMENT

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 12, 2021.
- 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 Tender, 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 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B3.5 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 Tender 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 Tender, 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.
- B5.3 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
- B5.4 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.
- B5.5 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.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D3.

B6. SUBSTITUTES

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Tender.
- 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 B16.
- 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; and
 - (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.

B7.4 The Bid Submission may be submitted by mail, facsimile transmission, or by email.

B7.5 If the Bid Submission is submitted by mail, it shall be enclosed and sealed in an envelope clearly marked with the Tender number and the Bidder's name and address, and shall be mailed 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 Tender number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B7.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time or guarantee the successful receipt of a faxed Bid Submission.
- B7.7 If the Bid Submission is submitted by email, it shall be submitted to <u>purchasing@winnipeg.ca</u>
- B7.8 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.9 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

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 11 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.

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) Pulse Fitness Systems Inc.

B11. CONFLICT OF INTEREST AND GOOD FAITH

- B11.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
 - (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;

that could or would be seen to:

- exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.
- B11.3 In connection with its Bid, each entity identified in B11.2 shall:
 - (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B11.4 Without limiting B11.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B11.5 Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
 - disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and

- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B12. QUALIFICATION

- B12.1 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.
- B12.2 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 <u>https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf</u>
- B12.3 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); and
 - (d) upon request of the Contract Administrator, provide the Security Clearances as identified in PART F .
- B12.4 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.
- B12.5 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.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

- B13.1 Bids will not be opened publicly.
- B13.2 Following the Submission Deadline, the names of the Bidders and their total bid prices by section (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

- B13.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) 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
- B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B14. IRREVOCABLE BID

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B14.2 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 until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 9 of Form A: Bid.

B15. WITHDRAWAL OF BIDS

- B15.1 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.
- B15.1.1 Notwithstanding C20, 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.
- B15.1.2 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 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B15.1.3 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 11 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.
- B15.2 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 B14.2 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.

B16. EVALUATION OF BIDS

- B16.1 Award of the Contract shall be based on the following bid evaluation criteria:
 - (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);

- (c) Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6;
- (e) costs to the City of administering multiple contracts.
- B16.2 Further to B16.1(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.
- B16.3 Further to B16.1(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 qualified.
- B16.5 This Contract may be awarded as a whole or separately in sections.
- B16.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on all sections.
- B16.5.2 Notwithstanding B17.3, the City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on all sections, 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 section upon which he/she has not bid.

B17. AWARD OF CONTRACT

- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B17.2 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 qualified, and the Bids are determined to be responsive.
- B17.2.1 Without limiting the generality of B17.2, 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.
- B17.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B16.
- B17.4 Further to Paragraph 6 of Form A: Bid and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.4.1 The Contract Documents, as defined in C1.1(p), 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.
- B17.5 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.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2020-01-31) 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 <u>http://www.winnipeg.ca/matmgt/gen_cond.stm</u>
- C0.2 A reference in the Tender 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, installation of new fitness equipment to various locations as described in D8.3.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Alaina Demarcke Active Living Supervisor

Telephone No.: 204-204-794-4222 Email Address: ademarcke@winnipeg.ca

D4. NOTICES

- D4.1 Except as provided for in C20.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D4.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D4.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D3.
- D4.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg Legal Services Department Attn: Director of Legal Services Facsimile No.: 204 947-9155.

SUBMISSIONS

D5. AUTHORITY TO CARRY ON BUSINESS

D5.1 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.

D6. INSURANCE

D6.1 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.
- D6.2 Deductibles shall be borne by the Contractor.
- D6.3 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 Documents, as applicable.
- D6.4 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

D7. COMMENCEMENT

- D7.1 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.
- D7.2 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 D5;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) evidence of the insurance specified in D6; and
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D8. DELIVERY

- D8.1 Goods shall be delivered within thirty-one (31) Calendar Days of the award of contract, f.o.b. destination, freight prepaid as outlined in D8.3.
- D8.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.
- D8.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days. Delivery shall be as follows:
 - (a) Peguis Trail Health & Fitness Centre (1400 Rothesay Street)
 - (i) 1-unit Item No.1 (Treadmill)
 - (ii) 1-unit Item No. 2 (Treadmill)
 - (iii) 2-units Item No. 4 (Upright Bike)
 - (iv) 1-unit Item No.6 (Upright Air Fit Bike)
 - (v) 4-units Item No. 7 (Elliptical with Rear Drive and Side Entry)
 - (vi) 1-unit Item No. 8 (Stepmill)
 - (vii) 2 units Item No. 10 (Non-Motorized Treadmill)
 - (viii) 1-unit Item No. 23 (Adductor/Abductor Combo)

- (ix) 1-unit Item No. 24 (Chin Dip/Leg Raise)
- (x) 2-units Item No. 25 (Functional Trainer)
- (xi) 1-unit Item No. 26 (Adjustable Flat Bench)
- (xii) 2-units Item No. 27 (Adjustable Bench)
- (xiii) 2-units Item No. 28 (Long Incline Bench)
- (xiv) 1-unit Item No. 29 (Olympic Flat Bench)
- (xv) Item No. 33 (Medicine Balls)
- (xvi) 1-unit Item No. 34 (Medicine Ball Rack)
- (xvii) Item No. 35 (Rubber Hex Dumbbells)
- (xviii) 1-unit Item No. 36 (Octagonal Urethane Dumbbells)
- (xix) 4-units Item No. 37 (Three Tier Tray Style Dumbbell Rack)
- (xx) 1-unit Item No. 41 (UMAX Urethane Barbells Straight)
- (xxi) 1-unit Item No. 42 (Fixed Barbell Rack for Ten Barbells)
- (xxii) 2-units Item No. 43 (Trough-Style Machine Bar Rack)
- (xxiii) 1-unit Item No. 44 (Vertical Machine Bar Rack)
- (xxiv) 4-units Item No. 45 (Plate Tree)
- (xxv) 1-unit Item No. 54 (Fitness Body Bar Storage Rack with Wheels)
- (xxvi) 1-unit Item No. 55 (Mat Mover Storage Cart with Wheels)
- (xxvii) 1-unit Item No. 56 (Ultrafit Haul-in Storage Cart with Wheels)
- (xxviii) 2-units Item No. 57 (Original Step/Universal 10 pack)
- (xxix) 2-units Item No. 58 (The Step Vertical Step Combo Rack)
- (b) Cindy Klassen Recreation Complex (999 Sargent Avenue)
 - (i) 1-unit Item No. 1 (Treadmill)
 - (ii) 1-unit Item No. 2 (Treadmill)
 - (iii) 1-unit Item No.6 (Upright Air Fit Bike)
 - (iv) 2-units Item No. 8 (Stepmill)
 - (v) 2-units Item No.17 (Jacobs Ladder)
 - (vi) 1-unit Item No.20 (Seated Leg Press)
 - (vii) 1-unit Item No. 21 (Seated Calf Raise)
 - (viii) 1-unit Item No. 22 (Reverse Hyperextension)
 - (ix) 4-units Item No. 48 (Premium Heavy-Duty Exercise Handle)
 - (x) 2-units Item No. 49 (Heavy-Duty Single Handle Nylon Grip)
 - (xi) 1-unit Item No. 51 (Fitness Sliders)
 - (xii) 1-unit Item No. 52 (Bender balls)
 - (xiii) 4-units Item No. 60 (Folding Mats)
- (c) Kinsmen Sherbrook Pool (381 Sherbrook Street)
 - (i) 1-unit Item No. 46 (Universal Storage System)
- (d) Sergeant Tommy Prince Place (90 Sinclair Street)
 - (i) 4-units Item No.1 (Treadmill)
 - (ii) 1-unit Item No. 4 (Upright Bike)
 - (iii) 2-units Item No. 7 (Elliptical with Rear Drive and Side Entry)
 - (iv) 1-unit Item No. 33 (Vertical Machine Bar Rack)
 - (v) Item No. 31 (Kettlebells)
 - (vi) 1-unit Item No. 32 (Kettlebell Stand)
 - (vii) Item No. 33 (Medicine Balls)
 - (viii) 1-unit Item No. 34 (Medicine Ball Rack)
 - (ix) Item No. 35 (Rubber Hex Dumbbells)

- (x) 1 unit of Item No. 44 (Vertical Machine Bar Rack
- (xi) 10-units Item No. 61 (Rubber Matting)
- (e) Fort Rouge Leisure Centre (625 Osborne Street)
 - (i) 1-unit Item No.1 (Treadmill)
 - (ii) 1-unit Item No. 4 (Upright Bike)
 - (iii) 1-unit Item No. 8 (Stepmill)
 - (iv) 1-unit Item No. 25 (Functional Training System)
 - (v) 1-unit Item No. 50 (Wall-Mounted Stability Ball Rack)
 - (vi) 2-units Item No. 60 (Folding Mats)
- (f) Pan Am Pool (25 Poseidon Bay)
 - (i) 2-units Item No.1 (Treadmill)
 - (ii) 1-unit Item No. 2 (Treadmill)
 - (iii) 1-unit Item No. 3 (Trail Hiker)
 - (iv) 1-unit Item No. 4 (Upright Bike)
 - (v) 3-units Item No. 5 (Recumbent Bike)
 - (vi) 1-unit Item No.6 (Upright Air Fit Bike)
 - (vii) 2-units Item No.11 (Rowing Machine)
 - (viii) 1-unit Item No. 19 (Seated Chest Press)
 - (ix) Item No. 31 (Kettlebells)
 - (x) 1-unit Item No. 32 (Kettlebell Stand)
 - (xi) 1-unit Item No. 38 (UMAX Polyurethane Dumbbells)
 - (xii) 1-unit Item No. 39 (Three Tier Saddle Dumbbell Rack)
 - (xiii) 1-unit Item No. 40 (Two Tier Saddle Dumbbell Rack)
 - (xiv) 1-unit Item No. 47 (Cable Attachments)
 - (xv) 1-unit Item No. 53 (Body Bars)
 - (xvi) 60-units Item No. 59 (Exercise Mats)
- (g) St. James Assiniboia Centennial (644 Parkdale Street)
 - (i) 3-units Item No. 4 (Upright Bike)
 - (ii) 1-Unit Item No. 9 (Full Body Elliptical Cross Trainer)
 - (iii) 1-unit Item No. 12 (SkiErg)
 - (iv) 1-unit Item No. 13 (SkiErg Floor Stand)
 - (v) 1-unit Item No. 14 (Recumbent Elliptical)
 - (vi) 1-unit Item No. 15 (Total Body Exerciser)
 - (vii) 1-unit Item No. 16 (Lateral Stability Trainer)
 - (viii) 1-unit Item No. 17 (Jacobs Ladder)
 - (ix) 1-unit Item No. 18 (Dual Stack Freedom Trainer)
 - (x) 1-unit Item No. 30 (Neoprene Hex Dumbbells)
 - (xi) Item No. 31 (Kettlebells)
 - (xii) 4-units Item No. 48 (Premium Heavy-Duty Exercise Handle)
 - (xiii) 2-units Item No. 49 (Heavy-Duty Single Handle Nylon Grip)
- D8.4 The Contractor shall off-load the Goods as directed at the delivery location.
- D8.5 The Contractor shall install the Goods as directed at the delivery location.

D9. COVID-19 SCHEDULE DELAYS

D9.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with

due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.

- D9.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D9.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D9.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D9.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D9.5 The Work schedule, including the durations identified in D8 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D9.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

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 Send Invoices to <u>CityWpgAP-INVOICES@winnipeg.ca</u> Send Invoice Inquiries to <u>CityWpgAP-INQUIRIES@winnipeg.ca</u>

- 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 Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.

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.

D12. PAYMENT SCHEDULE

D12.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D13. WARRANTY

D13.1 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. 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 AND DRAWINGS

- 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. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

E2. GOODS

- E2.1 The Contractor shall supply fitness equipment in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 Treadmill shall be full Commercial Grade with a minimum of the following salient features:
 - (a) 5.0 hp AC motor with internal cooling fan;
 - (b) Able to withstand a minimum of fifteen (15) hours of usage per day;
 - (c) Electrical 110-volt, dedicated NEMA 5-20 cord (20 amp);
 - (d) Dimensions to be a maximum of 81" length x 32" width x 60" height;
 - (e) An integrated 'Service' light;
 - (f) LCD screen that does not require an electrical source;
 - (g) Bluetooth, ANT+ and USB port;
 - (h) Open HUB;
 - (i) Incline range a minimum of 0-15% in 0.5% increments;
 - (j) Speed range a minimum of 0.5 to 15 mph (0.8 to 24 km/h) in 0.1 mph (0.1km/h) increments;
 - (k) User weight capacity of 500 lbs (227 kg) or greater;
 - (I) Include a minimum of twelve (12) programs including Manual, Fat Burn, Target HR, Calorie Burn Goal, Distance Goal, Heart Rate Control and Fitness Test;
 - (m) Silver in colour;
 - (n) Warranty to include a minimum of the following:
 - (i) Seven (7) year Manufacturer Warranty of the frame;
 - (ii) Lifetime Manufacturer Warranty on labour of the drive motor;
 - (iii) Five (5) year Manufacturer Warranty on all wear items;
 - (iv) Five (5) year Manufacturer Warranty on all labour; and
 - (o) Complete delivery, set up and training of staff after set up.
 - (p) Provide Owner's Manual upon delivery, along with model and serial numbers.
- E2.3 Item No 2 Treadmill shall be full Commercial Grade with a minimum of the following salient features:
 - (a) 5.0 hp AC motor with internal cooling fan;
 - (b) Able to withstand a minimum of fifteen (15) hours of usage per day;
 - (c) Electrical 110-volt, dedicated NEMA 5-20 cord (20 amp);
 - (d) Dimensions to be a maximum of 81" length x 35" width x 60" height;

- (e) Aluminum deck supported by a proprietary, hexagonal polymer suspension system;
- (f) An integrated 'Service' light;
- (g) LCD screen that does not require an electrical source;
- (h) Bluetooth, ANT+ and USB port;
- (i) Open HUB;
- (j) Incline range a minimum of 0-20% in 0.5% increments;
- (k) Speed range a minimum of 0.5 to 15 mph (0.8 to 24 km/h) in 0.1 mph (0.1km/h) increments;
- (I) User weight capacity of 500 lbs (227 kg) or greater;
- (m) Silver in colour;
- (n) Warranty to include a minimum of the following:
 - (i) Seven (7) year Manufacturer Warranty of the frame;
 - (ii) Lifetime Manufacturer Warranty on labour of the drive motor;
 - (iii) Five (5) year Manufacturer Warranty on all wear items; and
 - (iv) Five (5) year Manufacturer Warranty on all labour.
- (o) Complete delivery, set up and training of staff after set up; and
- (p) Provide Owner's Manual upon delivery, along with model and serial numbers.
- E2.4 Item No. 3 Trail Hiker shall be full Commercial Grade with a minimum of the following salient features:
 - (a) 5.0 hp AC motor with internal cooling fan;
 - (b) Able to withstand a minimum of fifteen (15) hours of usage per day;
 - (c) 2 x 9" wide belts;
 - (d) Incline from 0-15%, Speed from 0.5 6 mph (0.5-9.5 km/h);
 - (e) Telemetry and contact HR;
 - (f) Electrical 110-volt, dedicated NEMA 5-20 cord (20 amp);
 - (g) Dimensions to be a maximum of 83" length x 36" width x 83" height;
 - (h) Open HUB LCD display;
 - (i) Bluetooth, ANT+ and USB port;
 - (j) User weight capacity of 350 lbs (159 kg) or greater;
 - (k) Silver in colour;
 - (I) Warranty to include a minimum of the following:
 - (i) Seven (7) year Manufacturer Warranty of the frame;
 - (ii) Lifetime Manufacturer Warranty on labour of the drive motor;
 - (iii) Five (5) year Manufacturer Warranty on all wear items; and
 - (iv) Five (5) year Manufacturer Warranty on all labour.
 - (m) Complete delivery, set up and training of staff after set up; and
 - (n) Provide Owner's Manual upon delivery, along with model and serial numbers.
- E2.5 Item No. 4 Upright Bike shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Aluminum frame;
 - (b) Able to withstand a minimum of fifteen (15) hours of usage per day;
 - (c) Dimensions to be a maximum of 51" length x 25" width x 58" height;
 - (d) An integrated 'Service' light;

- (e) Morse taper bottom bracket, dual-sided pedal, extra long14" pedal strap with inline skatestyle clips;
- (f) Self-contained power supply (no external power);
- (g) Minimum ten (10) programs including: Heart Rate, Auto Pilot, Warm-Up and Fitness Test;
- (h) User weight capacity of 350 lbs (159 kg) or greater;
- (i) Wheels for moving;
- (j) LCD screen;
- (k) Bluetooth, ANT+ and USB port;
- (I) Open HUB;
- (m) Include a minimum of 20 levels of resistance;
- (n) Include personal cooling fan;
- (o) Include easy ratchet seat adjustment;
- (p) Silver in colour;
- (q) Warranty to include a minimum of the following:
 - (i) Five (5) year Manufacturer Warranty on all wear items; and
 - (ii) Five (5) year Manufacturer Warranty on all labour.
- (r) Complete delivery, set up and training of staff after set up; and
- (s) Provide Owner's Manual upon delivery, along with model and serial numbers.
- E2.6 Item No. 5 Recumbent Bike shall be full commercial grade with a minimum of the following salient features:
 - (a) Aluminum frame;
 - (b) Able to withstand a minimum of fifteen (15) hours of usage per day;
 - (c) Dimensions to be a maximum of 66" length x 28" width x 52" height;
 - (d) Walk-through design and easy adjustable seating;
 - (e) Self-contained power supply (no external power);
 - (f) Integrated service light;
 - (g) Wheels for moving;
 - (h) LCD screen;
 - (i) Bluetooth, ANT+ and USB port;
 - (j) Open HUB;
 - (k) Minimum of 20 levels of resistance intensity;
 - (I) User weight capacity of 350 lbs (159 kg) or greater;
 - (m) Personal cooling fan;
 - (n) Minimum of ten (10) programs including: Heart Rate, Warm-Up and Fitness Test;
 - (o) Dual sided pedal and extra long pedal straps with incline skate-style clip;
 - (p) Silver in colour;
 - (q) Warranty to include a minimum of the following:
 - (i) Five (5) year Manufacturer Warranty on all wear items; and
 - (ii) Five (5) year Manufacturer Warranty on all labour.
 - (r) Complete delivery, set up and training of staff after set up; and
 - (s) Provide Owner's Manual upon delivery, along with model and serial numbers.

- E2.7 Item No. 6 Upright Air Fit Bike shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Steel frame;
 - (b) Able to withstand a minimum of fifteen (15) hours of usage per day;
 - (c) Dimensions a maximum of 51" length x 29" width;
 - (d) User weight capacity of 350 lbs (159 kg) or greater;
 - (e) Resistance created by user through fan/wind resistance;
 - (f) Battery powered display feedback including RPM, Time, Speed, Distance, HR, Calories, Watts;
 - (g) Adjustable stainless steal seat slide and hardware materials;
 - (h) Minimum user size range of 4'11" to 6'8" (150-203 cm) tall;
 - (i) Wheels for easy moving;
 - (j) Warranty to include a minimum of the following:
 - (i) Fifteen (15) year Manufacture Warranty on frame;
 - (ii) Five (5) year Manufacturer Warranty on all wear items; and
 - (iii) Five (5) year Manufacturer Warranty on all labour.
 - (k) Complete delivery, set up and training of staff after set up; and
 - (I) Provide Owner's Manual upon delivery, along with model and serial numbers.
- E2.8 Item No. 7 Elliptical with rear drive, side entry shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Dimensions to be a maximum of 86" length x 36" width and a step-up height of 9";
 - (b) Able to withstand a minimum of fifteen (15) hours of usage per day;
 - (c) Self-powered;
 - (d) Moving handlebars;
 - (e) Ergonomic hand grips offering multiple hand positions;
 - (f) Converging stride path;
 - (g) Personal fan;
 - (h) Articulating foot pads with an 18" stride length;
 - (i) Incline range a minimum of 0-35-degree incline;
 - (j) Minimum of twenty (20) levels of resistance and fifteen (15) workouts;
 - (k) Integrated "Service" light;
 - (I) LCD display screen;
 - (m) Bluetooth, ANT+ and USB port;
 - (n) Open HUB;
 - (o) User weight capacity to be 350 lbs (159 kg) or greater;
 - (p) Silver in colour;
 - (q) Warranty to include a minimum of the following:
 - (i) Seven (7) year Manufacturer Warranty of the frame;
 - (ii) Lifetime Manufacturer Warranty on labour of the drive motor;
 - (iii) Five (5) year Manufacturer Warranty on all wear items; and
 - (iv) Five (5) year Manufacturer Warranty on all labour.
 - (r) Complete delivery, set up and training of staff after set up; and
 - (s) Provide Owner's Manual upon delivery, along with model and serial numbers.

- E2.9 Item No. 8 Stepmill shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Steel Frame Hammerstone Black in colour;
 - (b) Dimensions to be a minimum of 58" in length x 34" in width x 89" in height;
 - (c) Revolving staircase with eight (8) steps, 8" (20cm) high, 9" (23cm) deep and 22" (56cm) wide;
 - (d) Bluetooth connectivity and USB port;
 - (e) Electrical requirements: 12V/5-amp power supply;
 - (f) LCD display screen with tablet holder;
 - (g) Hot Bar functions to include: Stop button, heart rate and level control;
 - (h) Electronically controlled alternator with chain drive;
 - (i) Step rate range from 24 to 162 steps per minute;
 - (j) Multiple program options and fitness tests including: Multi-stage test, CPAT Fire Fit Test;
 - (k) User weight capacity of 350 lbs (159 kgs) or greater;
 - (I) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame;
 - (ii) Ten (10) year Manufacturer Warranty on all other parts; and
 - (iii) Three (3) year Manufacturer Warranty on labour.
 - (m) Complete delivery, set up and training of staff after set up; and
 - (n) Provide Owner's Manual upon delivery, along with model and serial numbers.
- E2.10 Item No. 9 Full Body Elliptical Cross Trainer shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Dimensions to be a maximum of 86" length x 29" width and a step-up height of 9.5";
 - (b) Able to withstand a minimum of fifteen (15) hours of usage per day;
 - (c) Self-powered;
 - (d) Power requirement 120 V, 20 Amp Outlet with dedicated line, neutral, ground wires and dedicated circuit breaker;
 - (e) Console: 7" LCD touchscreen + Membrane buttons, Bluetooth, USB port, 17 Workouts, Telemetry HR – Polar Compatible, display readouts – speed, incline, heart rate, pace, elapsed time, time remaining, time in zone, time of day, distance, calories, calories/HR, METs;
 - (f) Moving handlebars with multi-grip and remote resistance controls;
 - (g) Oversized 15" FlexForm Pedals;
 - (h) Minimum space between foot pedals 3";
 - (i) Max User Weight 400 lbs (181 kg);
 - (j) Stride length 20" (51 cm);
 - (k) Minimum twenty-five (25) resistance levels;
 - (I) Reading Rack, Cup Holder;
 - (m) Transport Wheels;
 - (n) Colour Silver;
 - (o) Warranty to include a minimum of the following:
 - (i) Seven (7) year Manufacturer Warranty on frame;
 - (ii) Five (5) year Manufacturer Warranty on mechanical components;
 - (iii) Five (5) year Manufacturer Warranty on electrical components; and

- (iv) Five (5) year Manufacturer Warranty on labour.
- (p) Complete delivery and set-up; and
- (q) Provide Owner's Manual upon delivery, along with model and serial numbers.
- E2.11 Item No. 10 Non-Motorized Treadmill shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Commercial Grade welded steel construction: 7-gauge steel frame;
 - (b) Ball bearings drive system with roller guides;
 - (c) Able to withstand a minimum of fifteen (15) hours of usage per day;
 - (d) User weight capacity 700 lbs or greater for walking and 400 lbs or greater for running;
 - (e) Belt area of 17" wide x 65" long;
 - (f) Curved sectional belt with individual rubber composite slats;
 - (g) Heart rate monitor;
 - (h) Battery powered LCD display including speed, time, distance, heart rate, and calories;
 - (i) Easy transport handles;
 - (j) Silver in colour;
 - (k) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on the frame;
 - (ii) Three (3) year Manufacturer Warranty on all other parts; and
 - (iii) Three (3) year Manufacturer Warranty on labour.
 - (I) Complete delivery, set up and training of staff after set up; and
 - (m) Provide Owner's Manual upon delivery, along with model and serial numbers.
- E2.12 Item No. 11 Rowing Machine shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Aluminum rail with stainless-steel track;
 - (b) Dimensions to be a maximum of 96" length x 24" width x 14" seat height;
 - (c) Self-Powered, with exception of display monitor;
 - (d) Black in colour;
 - (e) Ergonomic handle and adjustable foot rests;
 - (f) Nickle-plated chain;
 - (g) Damper controls on flywheel;
 - (h) Wheels for transport;
 - (i) Display monitor that provides data including: pace, watts, stroke rate and calories;
 - (j) Bluetooth and ANT+ connectivity;
 - (k) User weight capacity to be 500 lbs (227 kg) or greater;
 - (I) Warranty to include a minimum of the following:
 - (i) Five (5) year Manufacturer Warranty on frame parts; and
 - (ii) Two (2) year Manufacturer Warranty on all other parts.
 - (m) Complete delivery, set up and training of staff after set up; and
 - (n) Provide Owner's Manual upon delivery, along with model and serial numbers.
- E2.13 Item No. 12 SkiErg shall be full Commercial Grade with a minimum of the following salient features:

- (a) Recommended space dimensions to be a maximum of 52" in length x 24" in width x 85" in height;
- (b) Aluminum frame with powder coat finish;
- (c) Self-Powered, with exception of display monitor;
- (d) Display monitor that provides data including: distance, speed, pace, watts, calories;
- (e) Bluetooth and ANT+ connectivity;
- (f) Damper controls on flywheel;
- (g) Strapless ergonomic handles;
- (h) Warranty to include a minimum of the following:
 - (i) Five (5) year Manufacturer Warranty on frame parts; and
 - (ii) Two (2) year Manufacturer Warranty on all other parts.
- (i) Complete delivery, set up and training of staff after set up; and
- (j) Provide Owner's Manual upon delivery, along with model and serial numbers.
- E2.14 Item No. 13 SkiErg Floor Stand shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Dimensions to be a maximum of 52" in length x 24" in width;
 - (b) Laminated wood floor with steel support;
 - (c) Anti-skid deck with caster wheels;
 - (d) Suitable for use with most wheelchairs;
 - (e) Complete delivery, set up and training of staff after set up; and
 - (f) Provide Owner's Manual upon delivery, along with model and serial numbers.
- E2.15 Item No. 14 Recumbent Elliptical shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Self-generating power (no external power);
 - (b) Dimensions to be a maximum of 73" in length x 28" in width x 55" in height;
 - (c) Oversized foot beds with large foot straps;
 - (d) Large battery-operated LCD colour console and touch screen display;
 - (e) Minimum of twelve (12) programs including: Quick Start, Annual, Fitness Test, Heart Rate, Calories, Cool Down, and Strength;
 - (f) User weight capacity of 350 lbs (159 kg) or greater;
 - (g) Personal cooling fan;
 - (h) Minimum resistance range of 20 levels;
 - (i) Multiple hand positions, easy adjustable premium seat and swivel;
 - (j) Bi-directional movement and resistance feature for forward and reverse exercise movements;
 - (k) Warranty to include a minimum of the following:
 - (i) Three (3) year Manufacturer Warranty on all parts; and
 - (ii) One (1) year Manufacturer Warranty on labour.
 - (I) Complete delivery, set up and training of staff after set up; and
 - (m) Provide Owner's Manual upon delivery, along with model and serial numbers.
- E2.16 Item No. 15 Total Body Exerciser shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Self-generating power (no external power);

- (b) Dimensions to be a maximum of 61" in length x 30" in width x 62" in height;
- (c) Steel construction with 360-degree therapist assist, oversized foot beds with large foot straps;
- (d) Minimum 7" colour touch screen display that is battery operated;
- (e) Minimum of 10 programs including: Quick Start, Manual, Fitness Test, Heart Rate, Calories, Cool-Down and Strength;
- (f) User weight capacity of 450 lbs (204 kg) or greater;
- (g) Personal cooling fan;
- (h) Arm length adjustment;
- (i) Easy adjustable premium removable seat that adjusts up, down, forward, back, with 360degree swivel, recline and is removable;
- (j) Leg stabilizers, heavy duty wheelchair ramp, external rotation device and a pair of lowsupport boots;
- (k) Warranty to include a minimum of the following:
 - (i) Three (3) year Manufacturer Warranty on all parts; and
 - (ii) One (1) year Manufacturer Warranty on labour.
- (I) Complete delivery, set up and training of staff after set up; and
- (m) Provide Owner's Manual upon delivery, along with model and serial numbers.
- E2.17 Item No. 16 Lateral Stability Trainer shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Self-generating power (no external power);
 - (b) Easy adjustable, premium, removable seat that reclines and adjusts up, down, forward and back with 360-degree swivel;
 - (c) Pedals with 3-piece crank with slated bearings, dual-sided pedals and extra long pedal straps;
 - (d) Minimum of 190 resistance levels in increments of 0.1;
 - (e) Heavy duty ramp kit for wheelchair accessibility;
 - (f) Personal fan;
 - (g) Mounted handles by console;
 - (h) Battery powered display;
 - (i) User weight capacity of 450 lbs (204 kg) or greater;
 - (j) Warranty to include a minimum of the following:
 - (i) Two (2) year Manufacturer Warranty on all parts; and
 - (ii) One (1) year Manufacturer Warranty on labour.
 - (k) Complete delivery, set up and training of staff after set up; and
 - (I) Provide Owner's Manual upon delivery, along with model and serial numbers.
- E2.18 Item No. 17 Jacobs Ladder shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Non-motorized, self-powered (no external power);
 - (b) 40-degree angle;
 - (c) Frame made from Welded Tabular Steel;
 - (d) Dimensions to be a maximum of 32" in width x 76" in length x 66" in height;
 - (e) Rung steps made from solid Maple;
 - (f) Digital Readouts include: Elapsed Time, Feet Climbed; Rate (feet/min), Calories burned;

- (g) Warranty to include a minimum of the following:
 - (i) Four (4) years Manufacturer Warranty on all parts; and
 - (ii) One (1) year Manufacturer Warranty on labour.
- (h) Complete delivery, set up and training of staff after set up; and
- (i) Provide Owner's Manual upon delivery, along with model and serial numbers.
- E2.19 Item No. 18 Dual Stack Freedom Trainer shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Two (2) fully enclosed one hundred and seventy (170) lb stacks with ten (10) lb increments;
 - (b) Maximum arm height, at maximum height position, of one hundred inches (100");
 - (c) Maximum arm width, when straight out, of one hundred and forty-two inches (142");
 - (d) Maximum arm depth, when straight forward, of sixty-seven inches (67");
 - (e) Wheelchair accessible;
 - (f) Horizontal and vertical plane adjusting arms;
 - (g) Arms able to rotate out to one hundred and eighty (180) degrees;
 - (h) Accessories included but not limited to: Iliac crest belt, 42" 3 lb bi-lateral bar, adjustable D handles and 4-point ankle harnesses;
 - (i) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturers Warranty on frame;
 - (ii) Five (5) year Manufacturer Warranty on parts including but not limited to: weight stacks, pulleys and bearings; and
 - (iii) Three (3) year Manufacturer Warranty on labour.
 - (j) Complete delivery, set up and training of staff after set up; and
 - (k) Provide Owner's Manual upon delivery, along with model and serial numbers.
- E2.20 Item No. 19 Seated Chest Press shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Selectorized weight stack 310 lb (141 kg);
 - (b) Adjustable backrest and seat;
 - (c) Converging motion;
 - (d) Independent lever arms;
 - (e) Dimensions 36" in length x 58" in width x 68" in height;
 - (f) Frame colour Grey;
 - (g) Upholstery colour Black;
 - (h) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame and structural moving parts, welds & weight stack plates;
 - (ii) Five (5) year Manufacturer Warranty on Pulleys, bearings, bronze bushings and guide rods;
 - (iii) One (1) year Manufacturer Warranty on plastic bushings, rubber handgrips, belts, cables, weight stack pins, seat hydraulics and all other parts not specified;
 - (iv) 180 days Manufacturer Warranty on upholstery; and
 - (v) 90 days Manufacturer Warranty on Accessory Bars and Handles.
 - (i) Complete delivery, set up and training of staff after set up; and
 - (j) Provide Owner's Manual upon delivery, along with model and serial numbers.

- E2.21 Item No. 20 Seated Leg Press shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Selectorized weight stack, minimum 400 lb (181 kg);
 - (b) Frame colour Silver;
 - (c) Upholstery colour Red;
 - (d) Adjustable seat assembly to select desired range of motion from seated or lying position;
 - (e) Overhead pivot points;
 - (f) Angled, ergonomic Rubber footplates;
 - (g) Dimensions 73" in length x 32" in width x 94" in height;
 - (h) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame and structural moving parts, welds & weight stack plates;
 - (ii) Five (5) year Manufacturer Warranty on parts including but not limited to: weight stack, pulleys and bearings;
 - (iii) Three (3) year Manufacturer Warranty on labour and other parts not specified; and
 - (iv) One (1) year Manufacturer Warranty on upholstery and grips.
 - (i) Complete delivery, set up and training of staff after set up; and
 - (j) Provide Owner's Manual upon delivery, along with model and serial numbers.
- E2.22 Item No. 21 Seated Calf Raise shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Selectorized weight stack, minimum 390 lb (177 kg);
 - (b) Footplate rotates through a natural arc motion;
 - (c) Rubber molded footplates;
 - (d) Dimensions 41" in length x 69" in width x 58" in height;
 - (e) Frame colour Platinum/Silver;
 - (f) Upholstery colour Candy Apple Red;
 - (g) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame;
 - (ii) Five (5) year Manufacturer Warranty on parts including but not limited to weight stack, pulleys and bearings;
 - (iii) One (1) year Manufacturer Warranty on all other parts; and
 - (iv) Three (3) month Manufacturer Warranty on grips, upholstery and labour.
 - (h) Complete delivery, set up and training of staff after set up; and
 - (i) Provide Owner's Manual upon delivery, along with model and serial numbers.
- E2.23 Item No. 22 Reverse Hyperextension shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Frame colour Silver;
 - (b) Upholstery colour Black;
 - (c) Dimensions 68" in length x 57" in width x 65" in height;
 - (d) Adjustable roller pads;
 - (e) Counter balanced lever arm;
 - (f) Plate loaded;
 - (g) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturers Warranty on frame;

- (ii) Five (5) year Manufacturers Warranty on parts including but not limited to: pulleys and bearings;
- (iii) Three (3) year Manufacturer Warranty on labour and other parts not specified; and
- (iv) One (1) year Manufacturer Warranty on upholstery and grips.
- (h) Complete delivery, set up and training of staff after set up; and
- (i) Provide Owner's Manual upon delivery, along with model and serial numbers.
- E2.24 Item No. 23 Adductor/Abductor Combo shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Selectorized weight stack, minimum 310 lb (141 kg);
 - (b) Dual function unit;
 - (c) Transformation handle also sets range of motion;
 - (d) Tapered thigh pads and adjustable backrest;
 - (e) Dimensions 81" in length x 80" in width x 61" in height;
 - (f) Frame colour: Grey;
 - (g) Upholstery colour: Black;
 - (h) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturers Warranty on frame and moving parts, welds & weight stack plates;
 - (ii) Five (5) year Manufacturers Warranty on parts including but not limited to: pulleys, bearings and guide rods;
 - (iii) Three (3) year Manufacturer Warranty on labour and other parts not specified; and
 - (iv) One (1) year Manufacturer Warranty on upholstery and grips.
 - (i) Complete delivery, set up and training of staff after set up; and
 - (j) Provide Owner's Manual upon delivery, along with model and serial numbers.
- E2.25 Item No. 24 Chin Dip/Leg Raise shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Unit allows for Chin-ups, Dips and Vertical Knee Raises;
 - (b) Angled forearm pads;
 - (c) Multiple hand grips;
 - (d) Frame colour: Silver;
 - (e) Upholstery colour: Black;
 - (f) Dimensions 50" in length x 45" in width x 92" in height;
 - (g) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturers Warranty on frame;
 - (ii) One (1) year on all other parts; and
 - (iii) 180 days on upholstery.
 - (h) Complete delivery, set up and training of staff after set up; and
 - (i) Provide Owner's Manual upon delivery, along with model and serial numbers.
- E2.26 Item No. 25 Functional Training System shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Dual stack, selectorized weight stack 400 lbs (181 kg) each;
 - (b) 54" distance between pulleys;
 - (c) 4:1 pulley ratio;

- (d) Cable length a minimum of 14.6 feet;
- (e) Accessories included but not limited to: strap handle with "D" ring, nylon ankle strap, revolving solid curl bar; bilateral pressing bar;
- (f) Frame colour: White;
- (g) Dimensions 39" in length x 68" in width x 92" in height;
- (h) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame and moving parts, welds & weight stack plates;
 - (ii) Five (5) year Manufacturer Warranty on parts including but not limited to: pulleys, bearings and guide rods;
 - (iii) Three (3) year Manufacturer Warranty on labour and other parts not specified; and
 - (iv) One (1) year Manufacturer Warranty on upholstery and grips.
- (i) Complete delivery, set up and training of staff after set up; and
- (j) Provide Owner's Manual upon delivery, along with model and serial numbers.
- E2.27 Item No. 26 Adjustable Flat Bench shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Adjusts from flat to incline of 10-degrees;
 - (b) Steel frame with black upholstery;
 - (c) Dimensions 50" in length x 30" in width x 25" in height;
 - (d) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame including moving parts and weld;
 - (ii) One (1) year Manufacturer Warranty on labour; and
 - (iii) 180 Day Manufacturer Warranty on upholstery.
 - (e) Complete delivery and set up.
- E2.28 Item No. 27 Adjustable Bench shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Backrest can be adjusted to 7 different positions from flat to 15, 35, 45, 55, 65, 75 and 85 degrees;
 - (b) Weight bearing adjustment system;
 - (c) Wheels for transport;
 - (d) Steel frame with black upholstery;
 - (e) Dimensions 47" in length x 31" in width' x 17" in height;
 - (f) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame including moving parts and weld;
 - (ii) One (1) year Manufacturer Warranty on labour; and
 - (iii) 180 Day Manufacturer Warranty on upholstery.
 - (g) Complete delivery and set up.
- E2.29 Item No. 28 Long Incline Bench shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Backrest adjusts to 5 different positions;
 - (b) Angled rubber footplates;
 - (c) Wheels for transport;
 - (d) Steel frame with black upholstery;
 - (e) Dimensions 56" in length x 38" in width x 48" in height;

- (f) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame including moving parts and weld;
 - (ii) One (1) year Manufacturer Warranty on labour; and
 - (iii) 180 Day Manufacturer Warranty on upholstery.
- (g) Complete delivery and set up.
- E2.30 Item No. 29 Olympic Flat Bench shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Steel frame with black upholstery;
 - (b) Standard weight storage horns;
 - (c) Moulded protective racking system;
 - (d) Dimensions 67" in length x 66" in width x 49" in height;
 - (e) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame including moving parts and weld;
 - (ii) One (1) year Manufacturer Warranty on labour; and
 - (iii) 180 Day Manufacturer Warranty on upholstery.
 - (f) Complete delivery and set up.
- E2.31 Item No. 30 Neoprene Hex Dumbbells shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Neoprene coating;
 - (b) Ergonomic handle;
 - (c) Colour: Black;
 - (d) Five (5) year Manufacturer Warranty;
 - (e) Number of dumbbells required:
 - (i) 2 pair of 4 lbs;
 - (ii) 2 pairs of 5 lbs;
 - (iii) 2 pair of 6 lbs;
 - (iv) 2 pair of 7 lbs;
 - (v) 2 pairs of 8 lbs;
 - (vi) 2 pairs 10 lbs; and
 - (vii) 2 pairs of 12 lbs.
 - (f) Complete delivery and set up.
- E2.32 Item No. 31 Kettlebells shall be full Commercial Grade with a minimum of the following salient features:
 - (a) First run iron ore;
 - (b) Single-piece casting with flat, wobble-free base;
 - (c) Powder-coat finish, colour matte black;
 - (d) One (1) year Manufacture Warranty;
 - (e) Number of Kettlebells required:
 - (i) 2 x 5 lbs;
 - (ii) 2 x 7.5 lbs;
 - (iii) 2 x 8 lbs;
 - (iv) 2 x 9 lbs;
 - (v) 2 x 10 lbs;
 - (vi) 2 x 12 lbs;

- (vii) 2 x 13 lbs;
- (viii) 2 x 15 lbs;
- (ix) 2 x 20 lbs;
- (x) 2 x 25 lbs;
- (xi) 2 x 30 lbs;
- (xii) 2 x 35 lbs;
- (xiii) 2 x 40 lbs;
- (xiv) 2 x 45 lbs; and
- (xv) 2 x 50 lbs.
- (f) Complete delivery and set-up.
- E2.33 Item No. 32 Kettlebell Stand shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Three (3) tier;
 - (b) Dimensions 45" in length x 24" in depth x 33" in height;
 - (c) Rubber lined trays;
 - (d) Metallic silver finish;
 - (e) Five (5) year Manufacturer Warranty on frame; and
 - (f) Complete delivery and set up.
- E2.34 Item No. 33 Medicine Balls shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Heavy duty rubber balls;
 - (b) Colour coded sizes;
 - (c) One (1) year Manufacturer Warranty;
 - (d) Number of Medicine Balls needed:
 - (i) 2 x 6 lbs;
 - (ii) 2 x 8 lbs;
 - (iii) 2 x 10 lbs;
 - (iv) 2 x 12 lbs;
 - (v) 2 x 14 lbs; and
 - (vi) 2 x 16 lbs.
 - (e) Complete delivery and set-up.
- E2.35 Item No. 34 Medicine Ball Rack shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Frame heavy gauge steel, silver colour;
 - (b) Vertical storage;
 - (c) Wide sturdy base with rubber non-slip end-caps;
 - (d) Holds six (6) medicine balls;
 - (e) Five (5) year Manufacturer Warranty; and
 - (f) Complete delivery and set up.
- E2.36 Item No. 35 Rubber Hex Dumbbells shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Solid steel shaft with ergonomic handles;
 - (b) One (1) year Manufacture Warranty;

- (c) Number of dumbbells required:
 - (i) Three (3) sets of weights from 5 50 lbs consisting of the following:
 - (i) 1 pair of 5 lbs;
 - (ii) 1 pair of 10 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; and
 - (x) 1 pair of 50 lbs.
 - (ii) One (1) set of weights from 55 100 lbs consisting of the following:
 - (i) 1 pair of 55 lbs;
 - (ii) 1 pair of 60 lbs;
 - (iii) 1 pair of 65 lbs;
 - (iv) 1 pair of 70 lbs;
 - (v) 1 pair of 75 lbs;
 - (vi) 1 pair of 80 lbs;
 - (vii) 1 pair of 85 lbs;
 - (viii) 1 pair of 90 lbs;
 - (ix) 1 pair of 95 lbs; and
 - (x) 1 pair of 100 lbs.
- (d) Complete delivery and set-up.
- E2.37 Item No. 36 UMAX Octagonal Urethane Dumbbells shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Solid steel weight heads;
 - (b) High grade cast polyurethane encased;
 - (c) Three (3) year Manufacturer Warranty;
 - (d) Number of Dumbbells required:
 - (i) One (1) set of weights from 5 50 lbs consisting of the following:
 - (i) 1 pair of 5 lbs;
 - (ii) 1 pair of 10 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; and
 - (x) 1 pair of 50 lbs.
 - (ii) One (1) set of weights from 55 100 lbs consisting of the following:
 - (i) 1 pair of 55 lbs;
 - (ii) 1 pair of 60 lbs;
 - (iii) 1 pair of 65 lbs;
 - (iv) 1 pair of 70 lbs;

- (v) 1 pair of 75 lbs;
- (vi) 1 pair of 80 lbs;
- (vii) 1 pair of 85 lbs;
- (viii) 1 pair of 90 lbs;
 - (ix) 1 pair of 95 lbs; and
- (x) 1 pair of 100 lbs.
- (iii) One (1) pair of 110 lbs; and
- (iv) One (1) pair of 120 lbs.
- (e) Complete delivery and set-up.
- E2.38 Item No. 37 Three (3) Tier Tray Style Dumbbell Rack shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Each Tray minimum 15.5" deep and are rubber lined;
 - (b) Ergonomically angled trays;
 - (c) Dimensions approximately 98" in length x 49" in height x 23" in depth at base;
 - (d) Solid steel constructions, colour black;
 - (e) Five (5) year Manufacturer Warranty; and
 - (f) Complete delivery and set-up.
- E2.39 Item No. 38 UMAX Polyurethane Dumbbells shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Solid steel weight heads;
 - (b) High grade cast polyurethane encased;
 - (c) Handles made of heat-treated alloy steel with hard-chrome finish;
 - (d) Six (6) year Manufacturer Warranty;
 - (e) Number of Dumbbells required:
 - (i) One (1) set of weights from 5 50 lbs consisting of the following:
 - (i) 1 pair of 5 lbs;
 - (ii) 1 pair of 10 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; and
 - (x) 1 pair of 50 lbs.
 - (ii) One (1) set of weights from 55 100 lbs consisting of the following:
 - (i) 1 pair of 55 lbs;
 - (ii) 1 pair of 60 lbs;
 - (iii) 1 pair of 65 lbs;
 - (iv) 1 pair of 70 lbs;
 - (v) 1 pair of 75 lbs;
 - (vi) 1 pair of 80 lbs;
 - (vii) 1 pair of 85 lbs;
 - (viii) 1 pair of 90 lbs;
 - (ix) 1 pair of 95 lbs; and

- (x) 1 pair of 100 lbs.
- (iii) One (1) pair of 17.5 lbs.
- (f) Complete delivery and set-up.
- E2.40 Item No. 39 Three (3) Tier Saddle Dumbbell Rack shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Holds 15 pairs of dumbbells;
 - (b) Angled saddle design;
 - (c) Dimensions 94" in width x 47" height x 28" in length;
 - (d) Ten (10) year Manufacturer Warranty on Frame; and
 - (e) Complete delivery and set-up.
- E2.41 Item No. 40 Two (2) Tier Saddle Dumbbell Rack shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Holds 10 pairs of dumbbells;
 - (b) Angled saddle design;
 - (c) Dimensions 94" in width x 29" height x 30" in length;
 - (d) Ten (10) year Manufacturer Warranty on Frame; and
 - (e) Complete delivery and set-up.
- E2.42 Item No. 41 UMAX Urethane Barbells Straight, shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Six (6) year Manufacturer Warranty;
 - (b) Number of Barbells Required:
 - (i) One (1) set of barbells from 20 110 lbs consisting of the following:
 - (i) 1 x 20 lbs;
 - (ii) 1 x 30 lbs;
 - (iii) 1 x 40 lbs;
 - (iv) 1 x 50 lbs;
 - (v) 1 x 60 lbs;
 - (vi) 1 x 70 lbs;
 - (vii) 1 x 80 lbs;
 - (viii) 1 x 90 lbs;
 - (ix) 1 x 100 lbs; and
 - (x) 1 x 110 lbs.
 - (c) Complete delivery and set-up.
- E2.43 Item No. 42 Fixed Barbell Rack for Ten (10) Barbells shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Solid Steel frame, colour black or silver;
 - (b) Approximate dimensions 32" in length x 40" in width x 58" in height;
 - (c) Ten (10) year Manufacturer Warranty on Frame; and
 - (d) Complete delivery and set-up.
- E2.44 Item No. 43 Trough-Style Machine Bar Rack shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Steel frame construction;
 - (b) Accessory rack with trough for storage;

- (c) Storage options include: horns; brackets and shelf;
- (d) Approximate dimensions: 60" in length at base x 24" in width at base x 38" in height;
- (e) Five (5) year Manufacturer Warranty; and
- (f) Complete delivery and set up.
- E2.45 Item No. 44 Vertical Machine Bar Rack shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Dimensions 18" in depth x 17" in width x 48" in height;
 - (b) Holds a minimum of 15 pieces of equipment;
 - (c) Stand colour: Black;
 - (d) Five (5) year Manufacturer Warranty on Frame; and
 - (e) One (1) year Manufacturer Warranty on all other parts.
- E2.46 Item No. 45 Plate Tree shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Standard steel frame, colour black;
 - (b) Six (6) to eight (8) horns;
 - (c) Five (5) year Manufacturer Warranty; and
 - (d) Complete delivery and set-up.
- E2.47 Item No. 46 Universal Storage System shall be full Commercial Grade with a minimum of the following salient features:
 - (a) 11-gauge steel frame; black powder-coat finish;
 - (b) Three (3) tier, tray style to accommodate, kettlebells, medicine balls and dumbbells;
 - (c) Approximate dimensions 76" in length x 45" in height x 24" in depth;
 - (d) Caster wheels and rubber feet;
 - (e) Five (5) year Manufacturer Warranty on frame;
 - (f) One (1) year Manufacturer Warranty on all other parts; and
 - (g) Complete delivery and set-up.
- E2.48 Item No. 47 Cable Attachments shall be full Commercial Grade with a minimum of the following salient features:
 - (a) 90 day Manufacturer Warranty;
 - (b) Required pieces include:
 - (i) 8 x Body Solid Adjustable Nylon Cable Handle with 4 Attachment Positions;
 - (ii) 4 x Solid Steel Lat Bar with Swivel;
 - (iii) 4 x Solid Steel Revolving Straight Bar with Swivel;
 - (iv) 4 x Solid Steel Multi Purpose Close Grip with Swivel;
 - (v) 8 x Single Triceps Rope with Rubber End;
 - (vi) 8 x Triceps Rope with Rubber Ends;
 - (vii) 4 x Solid Steel Reversing Curl Bar with Swivel;
 - (viii) 4 x Solid Steel Triceps Press Down Bar;
 - (ix) 4 x Deluxe Single Stirrup Steel Grip with Rubber Coated Handle;
 - (x) 4 x Solid Steel Chinning Triangle Lat Attachment;
 - (xi) 4 x 34" Solid Steel Double D- Handle Lat Bar with Swivel;
 - (xii) 4 x 24" Solid Steel Double D-Handle Lat Bar with Swivel; and
 - (xiii) 4 x V-Shape Solid Steel Chrome Bar with Rubber Ends.

- (c) Complete delivery and set-up.
- E2.49 Item No. 48 Premium Heavy-Duty Exercise Handles shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Large, seamless metal O Ring, able to hold up to 1000lbs;
 - (b) 5.5" wide handles with soft foam padding grip;
 - (c) Strong Nylon webbing;
 - (d) Made with Acrylonitrile Butadiene Styrene (ABS) plastic;
 - (e) Product compatible with Xplode Zone;
 - (f) Will accept Fitteroy brand; and
 - (g) Complete delivery and set-up.
- E2.50 Item No. 49 Heavy-Duty Single Handle Nylon Grip shall be full Commercial Grade with a minimum of the following salient features:
 - (a) 1.5" wide nylon webbing construction;
 - (b) Total length (when flat) twenty-nine (29) inches;
 - (c) Handle length, eight (8) inches;
 - (d) Includes a welded, zinc-plated D-ring for connection to various cable machines;
 - (e) Strap has a sewn-in ¼" thick Antimicrobial foam to pad hands;
 - (f) Colour black; and
 - (g) Complete delivery and set-up.
- E2.51 Item No. 50 Wall Mounted Stability Ball Rack shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Heavy duty steel construction with powder coated finish;
 - (b) Holds up to four (4) stability balls;
 - (c) Dimensions 96" in length x 20" in width; and
 - (d) Complete delivery, set up and installation.
- E2.52 Item No. 51 Fitness Sliders shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Durable felt bottoms (for hardwood floor), grippy textured tops;
 - (b) Dimensions: each slider 9" in length x 9" in width;
 - (c) Number of sliders required:
 - (i) Two (2) sets of twelve (12) sliders each; and
 - (ii) Each set includes one (1) storage bag.
 - (d) Complete delivery and set-up.
- E2.53 Item No. 52 Bender Balls Club Pack 25 shall be full Commercial Grade with a minimum of the following salient features:
 - (a) 9" inflatable plastic exercise ball;
 - (b) Colour Green;
 - (c) Max user weight 300 lbs;
 - (d) Pack includes twenty-five (25) balls, heavy duty black nylon bag with strap, instructional manual and workout videos; and
 - (e) Complete delivery and set-up.

- E2.54 Item No. 53 Body Bars shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Durable Steel Bar covered in foam rubber;
 - (b) All bars are 48" in length;
 - (c) Number of Body Bars Required:
 - (i) One (1) Light Pack of Body Bars including the following:
 - (i) 8 x 3 lbs;
 - (ii) 8 x 6 lbs; and
 - (iii) 8 x 9 lbs.
 - (ii) One (1) Medium Pack of Body Bars including the following:
 - (i) 8 x 6 lbs;
 - (ii) 8 x 9 lbs; and
 - (iii) 8 x 12 lbs.
 - (iii) One (1) Heavy Pack of Body Bars including the following:
 - (i) 8 x 12 lbs;
 - (ii) 8 x 15 lbs; and
 - (iii) 8 x 18 lbs.
 - (d) Complete delivery and set-up.
- E2.55 Item No. 54 Fitness Body Bar Storage Rack with Wheels shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Powder-Coated Steel Construction;
 - (b) Upright storage with caster wheels for mobility;
 - (c) Holds 36 Body Bars;
 - (d) Dimensions: 48" in length x 20" in width x 48" in height; and
 - (e) Complete delivery and set-up.
- E2.56 Item No. 55 Mat Mover Storage Cart with Wheels shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Constructed of durable Acrylonitrile Butadiene Styrene (ABS) plastic;
 - (b) Four (4) 3" diameter caster wheels;
 - (c) Dimensions: 58" in length x 27" in width x 41.5" in height; and
 - (d) Complete delivery and set-up.
- E2.57 Item No. 56 Ultrafit Haul-in Storage Cart shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Three (3) level storage cart with max overall weight capacity 700 lbs;
 - (b) Frame constructed of 1.75" oval steel tubing;
 - (c) Top two trays have 3" lip and rubber lining, bottom "cage" style rack for larger items;
 - (d) Four (4) 12.5" pegs on ends of cart for additional hanging storage;
 - (e) Approximate dimensions: 64" in length x 26" in width x 58.5" in height; and
 - (f) Complete delivery and set-up.
- E2.58 Item No. 57 Original Step/Universal 10 pack shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Step platform dimensions, 43" in length x 16" in width x 4" in height;
 - (b) Pack includes forty (40) universal risers;

- (c) Step adjustable height ranges from 4" to 8";
- (d) Platform has premium nonslip, comfort cushion top, supports up to 350 lbs;
- (e) Four (4) non-skid feet on each riser;
- (f) Colour grey/black;and
- (g) Complete delivery and set-up.
- E2.59 Item No. 58 The Step Vertical Step Combo Rack shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Made of black PVC piping with heavy duty casters for transport;
 - (b) Dimensions: 92" in width x 20" in depth x 40" in height;
 - (c) Holds 10 step platforms and 40 step risers; and
 - (d) Complete delivery and set-up.
- E2.60 Item No. 59 Exercise Mats shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Single panel mat;
 - (b) Dimensions 2' in width x 4' in length x 1" in depth;
 - (c) Handle on the 2' end;
 - (d) 18 oz Woven Polyester, weave count 20/20;
 - (e) Core made from 2" thick polyurethane foam, open cell, 2.2 lbs/cubic foot;
 - (f) Foam passes standard smolder resistance of resilient filling material test;
 - (g) Free of latex, lead, phthalate;
 - (h) Mildew, rot and UV resistant;
 - (i) Colour cobalt blue or royal blue 2;
 - (j) Thread Anefil Nylon Bonded Tex (M30);
 - (k) Five (5) year Manufacturer Warranty on defects; and
 - (I) Complete delivery, set up.
- E2.61 Item No. 60 Folding Mats shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Folding panel style;
 - (b) Dimensions 4' in width x 8' in length x 2.5" in depth;
 - (c) 18 oz PVC vinyl fabric;
 - (d) Core EPE foam;
 - (e) Foam passes standard smolder resistance of resilient filling material test;
 - (f) Free of latex, lead, phthalate;
 - (g) Mildew, rot and UV resistant;
 - (h) Colour Black;
 - (i) 90 Day Manufacturer Warranty on defects; and
 - (j) Complete delivery and set up.
- E2.62 Item No. 61 Rubber Matting shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Recycled rubber mat;
 - (b) Smooth/Checkerplate;

- (c) Dimesions 6' in length x 4' in width x 3/8" in depth; and
- (d) Complete delivery and set-up.
- E2.1 Subject to E1.2, the following products are approved:
 - (a) Star Trac 8-TR Treadmill with LCD is an approved product for Item No. 1;
 - (b) Star Track 10-TRX Treadmill with LCD is an approved product for Item No. 2;
 - (c) Star Track 8-TH Trail Hiker with LCD is an approved product for Item No. 3;
 - (d) Star Track 8-UB Upright Bike with LCD is an approved product for Item No. 4;
 - (e) Star Track 8-RBx Recumbent Bike with LCD is an approved product for Item No. 5;
 - (f) StairMaster HITT Bike with console is an approved product for Item No. 6;
 - (g) Star Track 8-RDE Rear Drive Elliptical with LCD is an approved product for Item No. 7;
 - (h) StairMaster Gauntlet 8G with LCD is an approved product for Item No. 8;
 - Life Fitness Integrity Series Elliptical Cross-Trainer DX is an approved product for Item No. 9;
 - (j) SpeedFit Speed Board non-motorized Treadmill with LCD is an approved product for Item No. 10;
 - (k) Concept 2 Model D Indoor Rowing Machine with PM5 is an approved product for Item No. 11;
 - (I) Concept 2 SkiErg with PM5 is an approved product for Item No. 12;
 - (m) Concept 2 SkiErg Floor Stand is an approved product for Item No. 13;
 - (n) SciFit REX Total Body Recumbent Elliptical is an approved product for Item No. 14;
 - (o) SciFit Pro2 Total Body is an approved product for Item No. 15;
 - (p) SciFit Latitude Lateral Stability Trainer is an approved product for Item No. 16;
 - (q) Nautilus Freedom Trainer Dual Stack HSFT3 is an approved product for Item No. 18;
 - (r) Atlantis P-140 Seated Converging Chest Press is an approved product for Item No. 19;
 - (s) Atlantis PE-225 Seated Leg Press is an approved product for Item No. 20;
 - (t) Life Fitness Insignia Series Calf Extension SS-CE is an approved product for Item No. 21;
 - (u) Atlantis D-215 Reverse Hyper Extension is an approved product for Item No. 22;
 - (v) Atlantis C-329 Adductor/Abductor Combo is an approved product for Item No. 23;
 - (w) Atlantis D-130 Chin / Dip / Leg Raise is an approved product for Item No. 24;
 - (x) Atlantis NM-205 Dynamic Functional Training System is an approved product for Item No.25;
 - (y) Atlantis B-182 Adjustable Flat Bench is an approved product for Item No. 26;
 - (z) Atlantis B-177 Adjustable Bench is an approved product for Item No. 27;
 - (aa) Atlantis B-176 Long Incline Bench is an approved product for Item No. 28;
 - (bb) Atlantis P-237 Olympic Flat Bench is an approved product for Item No. 29;
 - (cc) YORK Neoprene Hexagon Fitbell is an approved product for Item No. 30;
 - (dd) YORK Medicine Ball is an approved product for Item No. 33;
 - (ee) Nortec Medicine Ball rack is an approved product for Item No. 34;
 - (ff) YORK Rubber Hex Dumbbells are an approved product for Item No. 35;
 - (gg) UMAX U2 Polyurethane Dumbbells are an approved product for Item No. 36;
 - (hh) YORK Hex Professional Tray 3 Tier Dumbbell Rack is an approved product for Item No. 37;
 - (ii) UMAX Polyurethane Dumbbells are an approved product for Item No. 38;

- (jj) Nortec Saddle Style Dumbbell Rack Is an approved product for Item No. 39 & Item No. 40;
- (kk) UMAX Urethane Barbells are an approved product for Item No. 41;
- (II) YORK ETS Fixed Straight and Curl Barbell Rack is an approved product for Item No. 42;
- (mm) Nortec Trough Style Machine Bar Rack is an approved product for Item No. 43;
- (nn) YORK Vertical Machine Bar Rack is an approved product for Item No. 44;
- (oo) Nortec Plate Tree is an approved product for Item No. 45;
- (pp) Nortec Universal Storage System is an approved product for Item No. 46;
- (qq) YORK Cable Attachments are an approved product for Item No. 47;
- (rr) Fitteroy Premium Heavy-Duty Exercise Handle is an approved product for Item No. 48;
- (ss) Professional Stability Ball Wall Rack, all steel construction is an approved product for Item No. 50;
- (tt) Gopher Fitness Sliders is an approved product for Item No. 51;
- (uu) Bender Ball Club Pack 25 is an approved product for Item No. 52;
- (vv) Body Bar Fitness Bars are an approved product for Item No. 53;
- (ww)Ultrafit Fitness Bar Storage Rack is an approved product for Item No. 54;
- (xx) Magnus MatMover Storage Cart is an approved product for Item No. 55;
- (yy) Ultrafit Haul-In Cart is an approved product for Item No. 56;
- (zz) The Step is an approved product for Item No. 57 & Item No. 58; and
- (aaa) Apple Athletic Products are an approved product for Item No. 59.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
 - (a) police service having jurisdiction at his/her place of residence; or
 - (b) Sterling BackCheck for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account: <u>https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity;</u> or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <u>https://www.commissionaires.ca/en/manitoba/home;</u> or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <u>https://myfastcheck.com</u>
- F1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service. http://winnipeg.ca/police/pr/PIC.stm
- F1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <u>http://winnipeg.ca/police/pr/PIC.stm</u>.
 - (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 The original Police Information Check (Form P–612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
 - (a) Provide the original Police Information Check (Form P–612) to the Contract Administrator.
- F1.4 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.