



THE CITY OF WINNIPEG

TENDER

TENDER NO. 183-2023

SUPPLY, DELIVERY AND ASSEMBLY OF FITNESS EQUIPMENT

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY, DELIVERY AND ASSEMBLY OF FITNESS EQUIPMENT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 18, 2023.

B2.2 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 D4.1.

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.

B3.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

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 MERX website at www.merx.com.
- B5.4 The Bidder is responsible for ensuring that they have received all addenda and is advised to check the MERX 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 10 of Form A: Bid/Proposal. 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 D4.

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 ten (10) 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 their 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 they wish 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 their 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/Proposal; and
- (b) Form Q: MERX by Section.

B7.2 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.

B7.3 The Bid shall be submitted electronically through MERX at www.merx.com.

B7.3.1 Bids will **only** be accepted electronically through MERX.

B7.4 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/Proposal, making all required entries.

B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in their own name, their 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 their 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/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in their 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 their duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than their 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/Proposal should be entered below such signatures.

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 Q: MERX by Section, for each section the Bidder is bidding.

B9.1.1 Prices on Form Q: MERX by Section shall include:

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

B9.1.2 Prices on Form Q: MERX by Section shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.

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

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

B9.4 The Bidder shall enter the Total Bid Price for each Section the Bidder submits a bid for, from Form Q: MERX by Section into the appropriate Total Bid Price by Section field in MERX.

B9.4.1 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price by Section entered in MERX.

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) N/A

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:
 - (i) 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 their 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 their 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 their 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 their 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 their 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 their sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their 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 their 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 their 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 their 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

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;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B12.4 and D5).

B12.4 Further to B12.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B12.5 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.

B12.6 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 Section Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.

B13.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) by Section will be available on the MERX website at www.merx.com.

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 11 of Form A: Bid/Proposal.
- 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 11 of Form A: Bid/Proposal.

B15. WITHDRAWAL OF BIDS

- B15.1 A Bidder may withdraw their Bid without penalty at any time prior to the Submission Deadline.

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) Total Bid Price by Section;
 - (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 their Bid or in other information required to be submitted, that they are qualified.
- B16.4 Further to B16.1(c), the Total Bid Price by Section shall be the sum of the quantities multiplied by the unit prices for each item in each Section shown on Form Q: MERX by Section.
- B16.4.1 Further to B16.1(a), in the event that a unit price is not provided on Form Q: MERX by Section, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B16.4.2 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price by Section entered in MERX.
- B16.5 This Contract may be awarded 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 their best interests. If the Bidder has not bid on all sections, they shall have no claim against the City if their partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or section upon which they have 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 their 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 7 of Form A: Bid/Proposal 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 their 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 http://www.winnipeg.ca/matmgt/gen_cond.stm
- 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 the supply, delivery and assembly of fitness equipment for the period from the date of award until April 30, 2024 with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on May 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.1.3 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D2.2 The Work shall be done on an "as required" basis during the term of the Contract.

D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.2.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of their actual operational requirements.

D2.3 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. COOPERATIVE PURCHASE

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
 - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than their total requirement for an item are to be supplied under their contract; and
 - (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of their contract and the fulfilment of their obligations under their contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
Jonathan Hunter
Director: Fire Rescue Academy
Telephone No. 204-232-0291
Email Address: jonathanhunter@winnipeg.ca

D5. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D5.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D5.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D5.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

D6. UNFAIR LABOUR PRACTICES

- D6.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of->

[human-rights](https://www.ilo.org/global/lang-en/index.htm) International Labour Organization (ILO) <https://www.ilo.org/global/lang-en/index.htm> conventions as ratified by Canada.

- D6.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D6.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D6.4 Failure to provide the evidence required under D6.3, may be determined to be an event of default in accordance with C16.
- D6.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D6.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D6.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with clause D6.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D6.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 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.

SCHEDULE OF WORK

D8. COMMENCEMENT

- D8.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D8.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:

- (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.17; and
 - (iii) the direct deposit application form specified in D14
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D9. DELIVERY

- D9.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, **to various locations within the City.**
- D9.1.1 Goods shall be delivered within sixty (60) Calendar Days of the placing of an order.
- D9.2 Initial start-up delivery shall be fourteen (14) Calendar Days from the date of award.
- D9.3 After the initial start-up delivery stated in D9.2, Goods shall be delivered in accordance with D9.1.1.
- D9.4 Goods shall be delivered between 8:30 a.m. and 3:30 p.m. on Business Days.
- D9.5 The Contractor shall off-load goods as directed at the delivery location.

D10. COVID-19 SCHEDULE DELAYS

- D10.1 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.
- D10.2 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.
- D10.3 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.
- D10.4 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 D10.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D10.5 The Work schedule, including the durations identified in D9 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D10.6 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.

D11. ORDERS

- D11.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D12. RECORDS

- D12.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

- D12.2 The Contractor shall record, as a minimum, for each item listed on Form Q: MERX by Section
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) delivery date(s); and
 - (d) description and quantity of goods supplied.
- D12.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D13. INVOICES

- D13.1 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 CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D13.2 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.
- D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D14. PAYMENT

- D14.1 Further to C10, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D15. PAYMENT SCHEDULE

- D15.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D16. WARRANTY

- D16.1 Notwithstanding C11.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the

respective Specification sections, unless extended pursuant to C11.2 to C11.3, in which case it shall expire when provided for thereunder.

D16.2 Notwithstanding C11.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to their intended use.

D16.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C11.2 for the warranty period to begin.

DISPUTE RESOLUTION

D17. DISPUTE RESOLUTION

D17.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D17.

D17.2 The entire text of C19.4 is deleted, and amended to read: "Intentionally Deleted"

D17.3 The entire text of C19.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D17.4 Further to C19, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.

D17.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.

D17.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D17.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.

D17.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D17.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C19.

THIRD PARTY AGREEMENTS

D18. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D18.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D18.2 Further to D18.1, in the event that the obligations in D18 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D18.3 For the purposes of D18:

- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D18.4 Modified Insurance Requirements

D18.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.

D18.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.

D18.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D18.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D18.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D18.5 Indemnification By Contractor

D18.5.1 In addition to the indemnity obligations outlined in C15 of the General Conditions for Goods, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any

matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

- D18.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

D18.6 Records Retention and Audits

- D18.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

- D18.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Goods, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D18.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D18.7 Other Obligations

- D18.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D18.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D18.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D18.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

- D18.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D18.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. 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, deliver and assemble fitness equipment in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 - Rower Machine shall be commercial grade with a minimum of the following salient features:

- (a) Monitor that includes the following features:
 - (i) Tracks Distance, Speed, Pace, Calories, and Watts;
 - (ii) Automatically turns on when you start rowing;
 - (iii) Backlit Display;
 - (iv) A minimum of five display options: All data, force curve, bar chart, large print, and pace boat;
 - (v) An easy to use menu that lets the user quickly access pre-set workouts, save workouts, or review past workouts;
 - (vi) Includes a minimum of four games: Fish, darts, target training, and biathlon;
 - (vii) Provides two means of storing performance data: The internal memory and USB flash drive;
 - (viii) Takes two D cell batteries and draws power from the spinning flywheel to extend battery life; and
 - (ix) Should be able to supports machine-to-machine racing with machines in different locations.
- (b) Nickle plated steel chain that is partially enclosed;
- (c) Air resistance is generated by a spinning flywheel and has a spiral damper of a minimum of ten adjustable settings to adjust the airflow;
- (d) Ergonomic handle to promote natural arm and hand position;
- (e) 14" Seat height on an aluminum I-beam monorail and stainless-steel track that is a minimum of 54" in length;
- (f) Adjustable monitor arm that pivots for storage with a simple two-part separation quick release frame lock mechanism;
- (g) Welded steel rear support legs with aluminum front legs;
- (h) Flex foot footrests that adjust for quick and easy sizing;
- (i) Caster wheels for easy movement of the rower;
- (j) Double powder coat finish plus clear top coat;
- (k) User weight capacity of 500lbs or greater;
- (l) Overall product weight of a minimum of 57lbs;
- (m) Warranty shall be a minimum of:

- (i) Five-year manufacturer warranty on the frame; and
 - (ii) Two-year manufacturer warranty on all other parts.
- (n) Provide owner's manual upon delivery along with model and serial numbers.

E2.3 Item No. 2 - Fan Bike shall be commercial grade with a minimum of the following salient features:

- (a) LCD screen outputs: Watts, RPM, Calories, Heart Rate (wireless), Distance, Time, Speed, Interval Training (Tabata and Custom), and a Minimum of Seven Workout Programs (Pre-Programmed and Custom);
- (b) Air resistance that adapts to the users own output using a chain or single stage belt drive system;
- (c) A minimum of 2.0 mm 12-gauge high tensile steel tubing frame in an upright design;
- (d) A minimum of 27" diameter steel fan;
- (e) Anatomically designed seat with a 4-way adjustable seat post and multiple adjustment options with simple pop-pin knobs;
- (f) Forged cro-moly cranks or three point metal crank with D ring;
- (g) Sealed cartridge bearings, and a sealed cartridge bottom bracket;
- (h) Option of using foot pedals and/or push and pull handles (with large diameter foot pegs for arm-only workouts);
- (i) Water bottle holder that mounts to the front of the bike above or below the console made with a metal mount and plastic cup holder with the minimum dimensions 500mm;
- (j) Electrical requirements: None;
- (k) User weight capacity of 300lbs or greater;
- (l) Transport wheels for easy movement;
- (m) Warranty shall be a minimum of:
 - (i) Five-year manufacturer warranty on frame which shall apply to the main frame, stabilizers, flywheel, flywheel cage, seat post, seat slide, handlebar, drive linkage, and console mast; and
 - (ii) Two-year manufacturer warranty on all other parts.
- (n) Provide owner's manual upon delivery along with model and serial numbers.

E2.4 Item No. 3 - Elliptical Cross Trainer shall be commercial grade with a minimum of the following salient features:

- (a) LED console outputs: Speed, Distance, Calories, RPM, Level, Watts, Time, and Heart Rate (wireless as well as a hand grip option);
- (b) A minimum of 20 different workout programs including interval training, fat burning, target heart rate, weight loss, glute burning, mountain hiking, stair climbing, as well as memory storage space for up to five custom designed programs;
- (c) A minimum of 20 resistance levels;
- (d) Stride length shall be customizable and adjust between a minimum of 20"-23" in length;
- (e) An adjustable incline with a minimum range of 15-37%;
- (f) Be self- powered or NEMA 5 – 15 120 v outlet optional;
- (g) User weight capacity of 400lbs or greater;
- (h) Frame shall be welded steel with a suspension design;
- (i) Ergonomic handlebars that are dual action and an ergonomic foot position;
- (j) Includes reading rack and water bottle holder;
- (k) A maximum footprint of 75" in length and 35" in width;

- (l) Warranty shall be a minimum of the following:
 - (m) Lifetime on frame;
 - (i) 5 years on parts; and
 - (ii) 2 years on labor.
 - (n) Provide owner's manual upon delivery along with model and serial numbers.
- E2.5 Item No. 4 and Item No. 5 - Medicine Balls shall be commercial grade with a minimum of the following salient features:
- (a) They shall be non-bouncing for easy throwing and catching;
 - (b) Have a moisture and scuff resistant coated vinyl shell;
 - (c) Seams are reinforced with double-stitched nylon threading and an added top stitch for extra durability;
 - (d) Be a minimum of 14" in diameter;
 - (e) Have an interior filling substantial enough to maintain weight balance and keep its shape over repeated use, while being forgiving enough to safely catch at high velocities;
 - (f) Individual weights are available in 16lbs and 20lbs; and
 - (g) Warranty shall be a minimum of 2 years.
- E2.6 Item No. 6 - Battle Rope shall be commercial grade with a minimum of the following salient features:
- (a) Heavy duty polypropylene rope with a three-strand design which does not shed and has a greater life span than manila;
 - (b) The ends have been heat shrunk with rubber grips to prevent fraying;
 - (c) Maximum of 30' in length;
 - (d) Diameter of 1.5"; and
 - (e) Warranty shall be a minimum of 1 year.
- E2.7 Item No. 7 and Item No. 8 - Slam Balls shall be commercial grade with a minimum of the following salient features:
- (a) They shall be dead bounce slam balls;
 - (b) The outer shell shall be made from heavy duty reinforced composite rubber;
 - (c) Have a textured surface for increased grip;
 - (d) Individual weights are available in 20lbs and 30lbs;
 - (e) Warranty shall be a minimum of 1 year against regular use.
- E2.8 Item No. 9 - Agility Ladder shall be commercial grade with a minimum of the following salient features:
- (a) Fixed heavy duty plastic rungs that are flat and connected by strong nylon webbing;
 - (b) Webbing is reinforced with double stitched nylon threading;
 - (c) Shall be a minimum of 13' in length; and
 - (d) Warranty shall be a minimum of 1 year.
- E2.9 Item No. 10 - Bosu Balance Trainer shall be commercial grade with a minimum of the following salient features:
- (a) Minimum 8lb bladder;
 - (b) Latex-free, burst resistant material;
 - (c) Dually over molded platform for extra strength with a smooth, non-skid, non-marking base;
 - (d) Minimum diameter 65cm;

- (e) User weight capacity of 350lbs or greater;
 - (f) Includes bosu, foot pump, balance training manual and DVD; and
 - (g) Warranty shall be a minimum of 1 year.
- E2.10 Item No. 11 - Gym Stretching Mat shall be commercial grade with a minimum of the following salient features:
- (a) High density foam that is a minimum of 1" thick;
 - (b) Exterior shell is water repellent;
 - (c) Latex free, lead free, phthalates free, mildew and rot resistant, UV resistant, fire retardant, and low cold crack to -40 degrees Celsius;
 - (d) Handle at the top of the mat (on width side) for storage;
 - (e) Minimum 5' L x 2' W; and
 - (f) Warranty shall be a minimum of 5 years.
- E2.11 Item No. 12 - Anti-Burst Stability Ball shall be commercial grade with a minimum of the following salient features:
- (a) Material made from PVC;
 - (b) Available in 17.7";
 - (c) User weight capacity of 600lbs or greater;
 - (d) 100% free from latex, lead, and phthalates; and
 - (e) Warranty shall be a minimum of 1 year.
- E2.12 Item No. 13 - Hollow Core Foam Roller shall be commercial grade with a minimum of the following salient features:
- (a) Hollow core made of PVC to act as structural support for the foam and increases its effectiveness;
 - (b) High-density Eco-friendly EVA foam;
 - (c) Two patterns in the foam: Flat and ridged to allow for different pressures to be applied;
 - (d) Minimum of 13" in length and 5.5" in diameter;
 - (e) Weight tested to support up to 500lbs static load; and
 - (f) Warranty shall be a minimum of 1 year.
- E2.13 Item No. 14 - Squat Cage shall be commercial grade with a minimum of the following salient features:
- (a) A minimum 2" x 3" 11-gauge steel uprights;
 - (b) Uprights that are 90" tall;
 - (c) 5/8" diameter laser-cut holes on all uprights and cross bars with 5/8" bolts and fasteners included;
 - (d) Westside hole pattern - 1" spacing through the bench and clean pull zone then 2" spacing above and below;
 - (e) An inside rack depth of a minimum of 43";
 - (f) A maximum foot print of 53" x 53";
 - (g) Overall product weight of a minimum of 250lbs;
 - (h) Includes a 43" skinny pullup bar and a 43" fat/skinny pullup bar (with 1.25" and 2" diameter bars) or two 43" skinny pullup bars of 1.25" diameter;
 - (i) Includes two J-cups with protective UHMW plastic and a bullnose 5/8" pin design for quick and easy one-handed adjustments;

- (j) Includes two pin/pipe spotter safety bars;
- (k) Includes four 5/8" band pegs for adding accommodating resistance;
- (l) Includes dip bars with a minimum of 2" x 3" 7-gauge steel throughout, that are set at an angle to allow multiple grip width options ranging between 16.5" to 23.5";
- (m) Includes a stabilizer bar on the bottom of the squat cage;
- (n) Black powder coat finish;
- (o) Compatible with a wide assortment of attachments and accessories such as, but not limited to: Vertical barbell storage, landmine, wall ball target and Olympic plate storage;
- (p) Minimum weight capacity tested at 1,000lbs;
- (q) Warranty shall be a minimum of a lifetime warranty.

E2.14 Item No. 15 - Half Rack shall be commercial grade with a minimum of the following salient features:

- (a) A minimum of 2" x 3" 11-gauge steel uprights;
- (b) Uprights that are 92" tall;
- (c) 5/8" diameter holes on uprights and cross bars with 5/8 bolts and fasteners;
- (d) Westside hole pattern - 1" spacing through the bench and clean pull zone then 2" spacing above and below;
- (e) A maximum foot print of 48" x 48";
- (f) Skinny pullup bar with a 1.25" diameter;
- (g) Includes two J-cups with protective plastic and a bullnose design for quick and easy one-handed adjustments;
- (h) Includes two full length spotter safety bars made from 2" x 3" 11-gauge steel with protective plastic liners that are a minimum of 24" in length;
- (i) Includes dip bars with a minimum of 2" x 3" 7-gauge steel throughout, that are set at an angle to allow multiple grip width options ranging between 16.5" to 23.5";
- (j) Base with bolted triangle plates to improve stability;
- (k) Black powder coat finish;
- (l) Overall product weight of a minimum of 146 lbs;
- (m) Compatible with a wide assortment of attachments and accessories such as, but not limited to: Landmine, wall ball target, barbell holder and conversion kit for Olympic plate storage;
- (n) Minimum weight capacity tested at 1,000 lbs; and
- (o) Warranty shall be a minimum of lifetime warranty.

E2.15 Item No. 16 - Olympic Barbell shall be commercial grade with a minimum of the following salient features:

- (a) Be a multipurpose bar suitable for weightlifting, Olympic weightlifting, and powerlifting;
- (b) Have a maximum shaft diameter of 28.5mm;
- (c) Weigh 20kg;
- (d) Be a minimum of 7' in length;
- (e) Have a minimum loadable sleeve length of 16.40";
- (f) Have dual knurl marks for both Olympic weightlifting and powerlifting without any center knurl;
- (g) Have composite bushings, cast bronze bearings or needle bearings, and a snap ring design;

- (h) Finished with a zinc coating on both the shaft and the sleeves;
 - (i) Sleeve diameter is 50mm to accommodate any 2" diameter Olympic plate;
 - (j) Made from steel with a minimum tensile strength of 190,000 PSI; and
 - (k) Warranty shall be a minimum of a lifetime warranty against bending due to manufacturer's defects.
- E2.16 Item No. 17 - Olympic Spring Collar Clips shall be commercial grade with a minimum of the following salient features:
- (a) Have a diameter of 2";
 - (b) Clamp securely on any 2" diameter Olympic barbell;
 - (c) Made from high quality steel; and
 - (d) Warranty shall be a minimum of 90 days
- E2.17 Item No. 18 to Item No. 23 - 2" Standard Olympic Plates shall be commercial grade with a minimum of the following salient features:
- (a) Individual weights available in 2.5lb, 5lb, 10lb, 25lb, 35lb, and 45lb;
 - (b) Made from cast iron;
 - (c) Fit on any 2" diameter Olympic barbell; and
 - (d) Warranty shall be a minimum of 1 year.
- E2.18 Item No. 24 to Item No. 38 - Rubber Hex Dumbbells shall be commercial grade with a minimum of the following salient features:
- (a) Dumbbells are made of solid steel with the heads permanently affixed to the shaft for improved strength of the head to handle joint;
 - (b) Heavy duty rubber encased heads to minimize noise, floor damage, and wear and tear on the dumbbells;
 - (c) Ergonomically contoured chrome plated handles with knurling;
 - (d) Handle diameter is a maximum of 1.4";
 - (e) Weights are available in pairs of 10lbs-80lbs in 5lb increments; and
 - (f) Warranty shall be a minimum of 1 year.
- E2.19 Item No. 39 - 3-Tier Dumbbell Rack shall be commercial grade with a minimum of the following salient features:
- (a) Frame made from a minimum of 2" x 3" 11-gauge deburred steel throughout, with all-4-side welded construction;
 - (b) Three tiers that can hold a minimum of one pair of 5-70lb rubber hex dumbbells;
 - (c) Mainframe features a reversed pitch design for easy access to all three tiers;
 - (d) Warranty shall be a minimum of:
 - (i) A lifetime on frame and welds; and
 - (ii) 3 years on hardware.
- E2.20 Item No. 40 - Flat Bench shall be commercial grade with a minimum of the following salient features:
- (a) Frame made from a minimum of 2" x 3" 11-gauge steel throughout;
 - (b) Foam padding shall be a minimum of 2" thick, made from high density foam;
 - (c) Bench shall be a maximum of 19" in height;
 - (d) User weight capacity of 600lbs or greater;
 - (e) Silver or grey powder coat finish;

- (f) Warranty shall be a minimum of:
 - (i) 10 years on frame;
 - (ii) 5 years on parts; and
 - (iii) 1 year on finish and upholstery.

E2.21 Item No. 41 - Adjustable Bench shall be commercial grade with a minimum of the following salient features:

- (a) Back pad is adjustable to a minimum of six positions;
- (b) Seat pad is adjustable to a multi-positional positions;
- (c) Frame made from a minimum of 2" x 3" 11-gauge steel throughout;
- (d) Foam padding shall be a minimum of 2" thick, made from high density foam;
- (e) Bench seat shall be a maximum of 19" in height;
- (f) Handle and wheels on the base to allow for easy movement;
- (g) User weight capacity of 600lbs or greater;
- (h) Grey or silver powder coat finish;
- (i) Warranty shall be a minimum of:
 - (i) 10 years on frame;
 - (ii) 5 years on parts;
 - (iii) 3 years on bushings; and
 - (iv) 1 year on finish and upholstery.

E2.22 Item No. 42 - Rubber Floor Mat shall be commercial grade with a minimum of the following salient features:

- (a) Minimum of 4' x 6' x 3/8";
- (b) One side smooth and one side checker plated or smooth;
- (c) Minimum product weight of 60lbs; and
- (d) Warranty shall be a minimum of 5 years.

E2.23 Item No. 43 - Olympic Hex Bar shall be commercial grade with a minimum of the following salient features:

- (a) One-piece solid steel bar with a chrome finish;
- (b) Dual handles with knurled grips;
- (c) Overall length shall be a minimum of 86";
- (d) Have a loadable sleeve length of a minimum of 15";
- (e) Does not have an attached kickstand;
- (f) Can accommodate any 2" diameter Olympic plate;
- (g) Has a maximum inside handle spacing of 26" in length;
- (h) Grip diameter is a minimum of 25mm;
- (i) Bar weight shall be a minimum of 62lb;
- (j) Weight capacity of 500lbs or greater; and
- (k) Warranty shall be a minimum of 2 years against manufacturer's defects.

E2.24 Item No. 44 - Bumper Plate Set shall be commercial grade with a minimum of the following salient features:

- (a) A full set of weights includes pairs of 10lb, 15lb, 25lb, 35lb, and 45lb with kilogram conversions on each plate;
- (b) All plates are tested to 30,000 drops;

- (c) 10lb plate diameter is a maximum of 17.5" and 15lb, 25lb, 35lb and 45lb plates have a maximum diameter of 17.7";
- (d) Made from 100% virgin rubber;
- (e) Durometer for the 10lb and 15lb plates are a minimum of 90 sHA and durometer for the 25lb, 35lb and 45lb plates are a minimum of 85 sHA;
- (f) Weight tolerance is a maximum of +/- 1% of declared weight;
- (g) 2" diameter stainless steel inserts that fit on any 2" diameter Olympic barbell;
- (h) 25lb, 35lb and 45lb plates have a hooked steel insert for increased durability;
- (i) Plates have a beveled edge for better grip;
- (j) Plates are all black in color;
- (k) Plate widths are of the following:
 - (i) 10lb plates are a minimum of 1.05";
 - (ii) 15lb plates are a minimum of 1.2";
 - (iii) 25lb plates are a maximum of 1.87";
 - (iv) 35lb plates are a maximum of 2.35"; and
 - (v) 45lb plates are a maximum of 2.9".
- (l) Warranty shall be a minimum of:
 - (i) 1 year on 10lb and 15lb plates; and
 - (ii) 3 years on 25lb, 35lb and 45lb plates.

E2.25 Item No. 45 - Bumper Plate Tree/Rack shall be commercial grade with a minimum of the following salient features:

- (a) Have a minimum of six storage posts;
- (b) Storage posts are a minimum of 11" in length;
- (c) Space between storage posts are a minimum of 19" from center post to center post;
- (d) All three tiers are compatible with full size 17.7" diameter Olympic plates;
- (e) Has storage provided for a minimum of two Olympic barbells; and
- (f) Warranty shall be a minimum of 5 years.

E2.26 Item No. 46 to Item No. 54 - Kettlebells shall be commercial grade with a minimum of the following salient features:

- (a) Made from cast iron;
- (b) Individual weights are available in 20lbs-60lbs in 5lb increments;
- (c) Weight tolerance is a maximum of +/- 3%;
- (d) Have a matte black powder coat finish;
- (e) Weights have color coded handles to distinguish each weight increment with a different color;
- (f) Formed in a strong, balanced single piece casting to create a stronger more reliable handle;
- (g) Does not have any plastic caps, plugs, or patches;
- (h) Has a flat wobble free base;
- (i) A textured but also smooth comfortable handle to provide grip without using chalk; and
- (j) Warranty shall be a minimum of 1 year.

E2.27 Item No. 55 - Wood 3-in-1 Plyo Box shall be commercial grade with a minimum of the following salient features:

- (a) 3-in-1 plyo box that gives 20", 24", and 30" height options by turning the box;
- (b) User weight capacity of 350lbs or greater;
- (c) Constructed from sturdy wood panels with smooth edges that are internally reinforced for safe jumping; and
- (d) Warranty shall be a minimum of 1 year.

E2.28 Item No. 56 - Wood Gymnastic Rings and Straps shall be commercial grade with a minimum of the following salient features:

- (a) Rings are made of wood;
- (b) Ring diameter is a minimum of 9.3";
- (c) Grip diameter is a minimum of 1.25";
- (d) Straps are made of heavy-duty nylon webbing that are a minimum of 15' in length and 1" in width;
- (e) Straps contain a metal, quick-lock cam buckle system to enable a quick set up and easy height adjustments;
- (f) Straps move freely on the rings;
- (g) User weight capacity of 600lbs or greater; and
- (h) Warranty shall be a minimum of 1 year.

E2.29 Item No. 57 - Resistance Band Set shall be commercial grade with a minimum of the following salient features:

- (a) Durable natural latex rubber;
- (b) Maximum length of 41";
- (c) Bands are available in minimum resistances sets of 10-30lbs, 25-70lbs, 40-100lbs, and 50-120lbs; and
- (d) Warranty shall be a minimum of 1 year.

E2.30 Item No. 58 - Sandbags shall be commercial grade with a minimum of the following salient features:

- (a) Made with durable, water repellent, moisture and mildew resistant, military spec 1000 Denier fabric reinforced with two lines of double stitching using Tex 70 nylon thread;
- (b) Bags are further reinforced with heavy duty 100% polypropylene 1.5" webbing with a 1200lb breaking strength;
- (c) Heavy duty YKK zippers and YKK auto locking sliders with Velcro flap closures;
- (d) Bags lined with a 10mm mold and mildew resistant foam padding;
- (e) Handles are attaches with heavy duty 100% polypropylene 1" webbing with a 700lb breaking strength;
- (f) Minimum of 7 ergonomically placed handles made from durable PVC which rotate freely around the handle webbing;
- (g) Bag can carry up to 60lbs, using labeled weighted inserts in 5lb, 10lb and 20lb increments;
- (h) Each insert is filled with a pre-washed premium birds-eye gravel and reinforced using two lines of double stitching;
- (i) Heavy duty metal D-rings for converting the bag into a weighted backpack;
- (j) Includes water repellent, mold and mildew resistant harness with 10mm thick EVA foam to convert bag into backpack; and
- (k) Warranty shall be a minimum of 3 years.

- E2.31 Item No. 59 - Solid Foam Roller shall be commercial grade with a minimum of the following salient features:
- (a) Solid foam roller made from high-density Eco-friendly EVA foam;
 - (b) Minimum of 36" in length and 6" in diameter;
 - (c) User weight capacity of 300lbs or greater; and
 - (d) Warranty shall be a minimum of 1 year.

E3. APPROVED PRODUCTS

E3.1 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.

E3.2 Subject to E1.2, the following products are approved:

- (a) Item No. 1 - Rower Machine: **Concept 2 Model D Rower with PM5 Monitor**
- (b) Item No. 1 - Rower Machine: **Technogym SkillRow**
- (c) Item No. 2 - Fan Bike: **Assault Airbike Classic**
- (d) Item No. 2 - Fan Bike: **Octane AirDyneX Fan Bike**
- (e) Item No. 3 - Elliptical Cross Trainer: **Vision Fitness S70**
- (f) Item No. 14 - Squat Cage: **Rogue R-4 Power Rack**
- (g) Item No. 14 - Squat Cage: **TYDAX Beast 49 Power Rack**
- (h) Item No. 14 - Squat Cage: **Metagenics Fitness Inc. Squat Cage**
- (i) Item No. 15 - Half Rack: **Rogue S-2 Squat Stand 2.0**
- (j) Item No. 15 - Half Rack: **TYDAX Beast Squat Stand with Sport Arms**
- (k) Item No. 15 - Half Rack: **Metagenics Fitness Inc. Half Rack**
- (l) Item No. 16 - Olympic Barbell: **Rogue Bar 2.0**
- (m) Item No. 16 - Olympic Barbell: **Power Place 20kg Gold Multi-Purpose Bar**
- (n) Item No. 16 - Olympic Barbell: **Metagenics Fitness Inc. Standard Olympic Barbell (Chrome Finish 28mm Diameter)**
- (o) Item No. 43 - Olympic Hex Bar: **Northern Lights 86" Chrome Olympic Hex Bar**
- (p) Item No. 44 - Bumper Plate Set: **Fringe Sport Black Bumper Plate Sets**
- (q) Item No. 58 - Sandbags: **Elite Force Gear X-Trainer**