



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 981-2016

**SUPPLY, DELIVERY AND INSTALLATION OF FITNESS EQUIPMENT, INCLUDING
REMOVAL OF OLD EQUIPMENT**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY, DELIVERY AND INSTALLATION OF FITNESS EQUIPMENT, INCLUDING REMOVAL OF OLD EQUIPMENT

B2. SUBMISSION DEADLINE

B3. THE SUBMISSION DEADLINE IS 4:00 P.M. WINNIPEG TIME, JANUARY 9, 2017.

B3.1 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.

B3.2 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 B3.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

B5.1 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.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B6.2 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.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B7. SUBSTITUTES

- B7.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 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.
- B7.4 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.
- B7.5 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.
- B7.6 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.
- B7.6.1 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.

- B7.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B7.8 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.
- B7.9 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.

B8. BID SUBMISSION

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid; and
 - (b) Form B: Prices.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.
- B8.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B8.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B8.6 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B16.1(a).
- B8.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B8.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. BID

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 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.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 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.
- B9.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B9.4.2 All signatures shall be original.
- B9.5 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.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 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.

B11. DISCLOSURE

- B11.1 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.

- B11.2 The Persons are:
- (a) Pulse Fitness Systems Inc.

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 <http://www.winnipeg.ca/matmgt/debar.stm>
- 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 bid prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B13.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page

at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

- B13.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

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 for 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 C21, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- 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 10 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 10 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 Bid Opportunity, 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 B7;
 - (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 responsible and qualified.
- B16.4 Further to B16.1(c), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B16.5 This Contract may be awarded as a whole or separately in sections as identified on Form B: Prices.
- B16.5.1 Notwithstanding B10.1, 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 responsible and 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 responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B16.
- B17.3.1 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B17.4 Notwithstanding C4 and Paragraph 6 of Form A:Bid, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B17.5 The Contract Documents, as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

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

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:
Nancy Barkwell
Active Living Supervisor
Telephone No.: 204-986-3932
Email Address: NBarkwell@winnipeg.ca

D4. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

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

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

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

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

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

D5. NOTICES

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

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

D5.2 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B8.**

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

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

D7. INSURANCE

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

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

D7.2 Deductibles shall be borne by the Contractor.

D7.3 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.

D7.4 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

D8. COMMENCEMENT

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

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

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

D9. DELIVERY

D9.1 Goods shall be delivered within thirty-one (31) Calendar Day(s) of the award of Contract, f.o.b. destination, freight prepaid to various locations listed below.

- D9.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.
- D9.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days. Delivery shall be as follows:
- (a) St. James Assiniboia Centennial Pool, 644 Parkdale Street
 - (i) 1 unit Item No. 2 (Elliptical with Rear Drive, Side Entry)
 - (ii) 1 unit Item No. 11 (Upper Body Ergometer)
 - (iii) 1 unit Item No. 13 (Non-Motorized Treadmill)
 - (b) Fort Rouge Leisure Centre, 625 Osborne Street
 - (i) 1 unit Item No. 32 (Dumbbell Rack)
 - (c) Cindy Klassen Recreation Complex, 999 Sargent Avenue
 - (i) All other quantities or Items not mentioned in D9.3(a) or D9.3(b) shall be delivered to the location listed in D9.3(c).
- D9.4 The Contractor shall off-load the Goods as directed at the delivery location.

MEASUREMENT AND PAYMENT

D10. INVOICES

- D10.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204- 949-0864
Email: CityWpgAP@winnipeg.ca
- 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 B8.**

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.

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 B7.

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 p 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) Blue Tooth, 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 0.5to 15 mph (0.8to 24 km/h) in 0.1 mph (0.1km/h) increments;
 - (k) User weight capacity of 500 lbs. (227 kg.) or greater;
 - (l) 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 on the frame;
 - (ii) Lifetime Manufacturer Warranty on labour on the drive motor;
 - (iii) Five (5) year Manufacturer Warranty on all wear items;
 - (iv) Five (5) year Manufacturer Warranty on labour;
 - (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 - 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 with a step-up height of 9";
 - (b) Able to withstand a minimum of fifteen (15) hours of usage per day;
 - (c) Ergonomic hand grips offering multiple hand positions;
 - (d) Personal fan;
 - (e) Articulating foot pads with an 18' stride length;
 - (f) An integrated 'Service' light;

- (g) LCD screen;
- (h) Blue Tooth, ANT+ and USB port;
- (i) Open HUB;
- (j) User weight capacity to be 350 lbs. (159 kg.) or greater;
- (k) Silver in colour;
- (l) Warranty to include a minimum of the following:
 - (i) Seven (7) year Manufacturer Warranty on the frame;
 - (ii) Lifetime Manufacturer Warranty labour on the drive motor;
 - (iii) Five (5) year Manufacturer Warranty on all wear items;
 - (iv) Five (5) year Manufacturer Warranty on labour;
- (m) Complete delivery, set-up and training of staff after set-up;
- (n) Provide Owner's Manual upon delivery along with model and serial numbers.

E2.4 Item No. 3 – Cross Trainer with Rear Entry, Front Drive shall be full Commercial Grade with a minimum of the following salient features;

- (a) Dimensions to be a maximum of 72" height x 76" length x 30" width with a step-up height of 7";
- (b) Able to withstand a minimum of fifteen (15) hours of usage per day;
- (c) User weight capacity of 350 lbs. (159 kg.) or greater;
- (d) Shock absorbing pedals;
- (e) Minimum stride length of eighteen inches (18");
- (f) Electrical 110 volt, dedicated NEMA 5-20 cord (20 amp);
- (g) Personal fan;
- (h) Blue Tooth, ANT+ and USB port;
- (i) Open HUB;
- (j) LCD screen;
- (k) Self-powered unit;
- (l) An integrated 'Service' light;
- (m) Ergonomic hand grips;
- (n) Silver in colour;
- (o) Twenty (20) levels of intensity;
- (p) Warranty to include a minimum of the following:
 - (i) Seven (7) year Manufacturer Warranty on the frame;
 - (ii) Lifetime drive motor Manufacturer Warranty;
 - (iii) Five (5) year Manufacturer Warranty on all wear items;
 - (iv) Five (5) year Manufacturer Warranty on labour;
- (q) Complete delivery, set-up and training of staff after set-up;
- (r) 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-long 14" pedal straps with inline skate-style clip;
- (f) Self-contained power supply (no external power);
- (g) Minimum of 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) A LCD screen;
- (k) Blue Tooth, ANT+ and USB port;
- (l) Open HUB;
- (m) Include a minimum of 20 levels of resistance;
- (n) Include a 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;
 - (ii) Five (5) year Manufacturer Warranty on labour;
- (r) Complete delivery, set-up and training of staff after set-up;
- (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) Blue Tooth, NAT+ and USB port;
- (j) Open HUB;
- (k) Minimum of 20 levels of resistance intensity;
- (l) User weight capacity of 350 lbs. (159 kg.) or greater;
- (m) Personal cooling fan;
- (n) Minimum of ten (10) iPod Compatible 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;
 - (ii) Five (5) year Manufacturer Warranty on labour;
- (r) Complete delivery, set-up and training of staff after set-up;
- (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 steel 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 Manufacturer Warranty on frame;
 - (ii) Five (5) year Manufacturer Warranty on all wear items;
 - (iii) Five (5) year Manufacturer Warranty on labour;
 - (k) Complete delivery, set-up and training of staff after set-up;
 - (l) Provide Owner's Manual upon delivery, along with model and serial numbers.
- E2.8 Item No. 7 – Removal, Delivery & Set-up of Old Equipment to Various Facilities shall be as follows:
- (a) Upon delivery of Item #1 the following are to be removed, delivered and set up as follows:
 - (i) Lifefitness Treadmill to be relocated to:
Fort Rouge Leisure Centre, 625 Osborne Street
 - (ii) C5 Star Trac Pro to be relocated to:
Freight House, Door 1, 200 Isabel Street
 - (iii) C6 Star Trac Pro to be relocated to:
Peguis Fitness Center, 1400 Rothesay Street
 - (iv) C20 Star Trac E-TRx to be relocated to:
Pan Am Pool, 25 Poseidon Bay
 - (b) Upon delivery of Item #2 to the Cindy Klassen Recreation Complex, the following are to be removed, delivered and set up as follows:
 - (i) C29 Precor Elliptical to be relocated to:
Peguis Fitness Center, 1400 Rothesay Street
 - (c) Upon delivery of Item #3 the following are to be removed, delivered and set up as follows:
 - (i) C2 Star Trac Total Body Trainer to be relocated to:
Peguis Fitness Center, 1400 Rothesay Street
 - (ii) C3 Star Trac Total Body Trainer to be relocated to:
Freight House, Door #1, 200 Isabel Street
 - (iii) C9 Star Trac Total Body Trainer to be relocated to:
Elmwood Kildonan Pool, 909 Concordia Avenue
 - (iv) C8 Star Trac Total Body Trainer to be relocated to:
Basement, 395 Main Street
 - (d) Upon delivery of Item #4 the following are to be removed, delivered and set up as follows:
 - (i) C7 E Spinner with Touch Screen to be relocated to:
Peguis Fitness Center, 1400 Rothesay Street

- (ii) C38 Spin Bike to be relocated to:
Peguis Fitness Center, 1400 Rothesay Street
- (iii) C39 Spin Bike to be relocated to:
Peguis Fitness Center, 1400 Rothesay Street
- (e) Upon delivery of Item #5 the following are to be removed, delivered and set up as follows:
 - (i) C17 Star Trac Recumbent Bike to be relocated to:
Freight House, Door #1, 200 Isabel Street
 - (ii) C18 Star Trac Recumbent Bike to be relocated to:
Elmwood Kildonan Pool, 909 Concordia Avenue

E2.9 Item No. 8 – 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" length x 28" width x 55" height;
- (c) Oversized foot beds with large foot straps;
- (d) Large battery operated LCD colour console and touch screen display;
- (e) Minimum of 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 seat with side 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;
 - (ii) One (1) year Manufacturer Warranty on labour;
- (l) Complete delivery, set-up and training of staff after set-up;
- (m) Provide Owner's Manual upon delivery, along with model and serial numbers.

E2.10 Item No. 9 – Recumbent Stepper 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 68" length x 30" width x 40" height;
- (c) Oversized foot beds with large foot straps. Foot straps to have 360 degree therapist assist pedals with accessible adjustment levers;
- (d) Large battery operated colour and touch screen display;
- (e) Minimum of 12 programs including Quick-Start, Manual, Fitness Test, Heart Rate, Calories, Cool Down and Strength;
- (f) User weight capacity of 450 lbs. (240 kg.) or greater;
- (g) Minimum user height range of 4'6"- 6'7";
- (h) Personal cooling fan;
- (i) Minimum resistance range of 20 levels;
- (j) Multiple hand positions and arm length adjustment;

- (k) Easy adjustable premium removable seat that adjusts up, down, forward, and back, with 360 degree side swivel, reclines and is removable;
- (l) Warranty to include a minimum of the following:
 - (i) Three (3) year Manufacturer Warranty on all parts;
 - (ii) One (1) year Manufacturer Warranty on labour;
 - (iii) Five (5) year Manufacturer Warranty on frame;
- (m) Complete delivery, set-up and training of staff after set-up;
- (n) Provide Owner's Manual upon delivery along with model and serial numbers.

E2.11 Item No. 10 – 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" length x 30" width x 62" 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) Minimum resistance range of 20 levels;
- (i) Arm length adjustment;
- (j) Easy adjustable premium removable seat that adjusts up, down, forward, back, with 360 degree swivel, recline and is removable;
- (k) Leg stabilizers, heavy duty wheelchair ramp, external rotation device and a pair of low-support boots;
- (l) Warranty to include a minimum of the following:
 - (i) Three (3) year Manufacturer Warranty on all parts;
 - (ii) One (1) year Manufacturer Warranty on labour;
- (m) Complete delivery, set-up and training of staff after set-up;
- (n) Provide Owner's Manual upon delivery along with model and serial numbers.

E2.12 Item No. 11 - Upper Body Ergometer shall be full Commercial Grade with a minimum of the following salient features:

- (a) Self-contained power supply (no external power);
- (b) Steel frame;
- (c) Pedals with 3 piece crank with slated bearings, dual-sided pedal, extra-long pedal straps;
- (d) Resistance of isokinetic user drive systems;
- (e) Dual platform pedals with inline skate-style straps;
- (f) Fore and aft seat height adjustments;
- (g) User weight capacity of 350 lbs. (159 kg.) or greater;
- (h) Heavy duty Ramp Kit for wheelchair accessibility;
- (i) Warranty includes a minimum of the following:
 - (i) Two (2) year Manufacturer Warranty on all parts;
 - (ii) One (1) year Manufacturer Warranty on labour;
- (j) Complete delivery, set-up and training of staff after set-up;

- (k) Provide Owner's Manual upon delivery, along with model and serial numbers.

E2.13 Item No. 12 - Lateral Stability Trainer shall be full Commercial Grade with a minimum of the following salient features:

- (a) Easy adjustable, premium, removable seat that reclines and adjusts up, down, forward and back with 360 degree swivel;
- (b) Pedals with 3 piece crank with slated bearings, dual-sided pedal, and extra-long pedal straps;
- (c) Minimum of 191 resistance levels;
- (d) Heavy duty Ramp Kit for wheelchair accessibility;
- (e) Personal fan;
- (f) Mounted handles by consul;
- (g) Battery powered display;
- (h) User weight capacity of 450 lbs. (204 kg.) or greater;
- (i) Self-generating power;
- (j) Variety of programs with a resistance range of at least twenty (20) levels;
- (k) Warranty includes a minimum of the following:
 - (i) Two (2) year Manufacturer Warranty on all parts;
 - (ii) One (1) year Manufacturer Warranty on labour;
- (l) 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.

E2.14 Item No. 13 - Non-Motorized Treadmill shall be full Commercial use 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 fifteen (15) hours of usage per day;
- (d) User weight capacity to be 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;
 - (iii) Three (3) year Manufacturer Warranty on labour;
- (l) Complete delivery, set-up and training of staff after set-up;
- (m) Provide Owner's Manual upon delivery along with model and serial numbers.

E2.15 Item No. 14 – Lateral Movement Cross Trainer shall be full Commercial Grade with a minimum of the following salient features;

- (a) Self-contained power supply (no external power)
- (b) Able to withstand a minimum of fifteen (15) hours of usage per day;

- (c) Dimensions a maximum of 66" length x 46.6" width x 71" height;
- (d) Minimum of six (6) programs including : Manual, Fat Burn, Quick Start and Heart Rate;
- (e) Personal cooling fan;
- (f) User weight capacity of 500 lbs. (225 kg.) or greater;
- (g) Minimum of forty (40) resistance levels;
- (h) Minimum stride length of 0 to 30" (0 to 76 cm);
- (i) Minimum of five (5) position rail width adjustment;
- (j) Dual position pedal;
- (k) Dual contact Heart Rate Sensors;
- (l) LCD screen;
- (m) Warranty to include a minimum of the following:
 - (i) Lifetime Manufacturer Warranty on frame;
 - (ii) Five (5) year Manufacturer Warranty on all wear items;
 - (iii) Five (5) year Manufacturer Warranty on labour;
- (n) Complete delivery, set-up and training of staff after set-up;
- (o) Provide Owner's Manual upon delivery along with model and serial numbers.

E2.16 Item No. 15 - Ascent Trainer shall be full Commercial Grade with a minimum of the following salient features:

- (a) Self-contained power supply (no external power);
- (b) Able to withstand a minimum of fifteen (15) hours of usage per day;
- (c) Dimensions a maximum of 68.5" length x 29.2" width x 70" height;
- (d) Minimum incline range of five (5) degrees, step-on height of 9.5" and pedal spacing of 2.5";
- (e) User weight capacity of 400 lbs. (182 kg.) or greater;
- (f) Handle bar that is multi-position dual action/premium ergo-bend stationary;
- (g) LED console display;
- (h) Minimum adjustable stride length of 20-24" (51-61 cm);
- (i) Minimum adjustable resistance range of 1-25;
- (j) Minimum of the following display feedback: time of day, time elapsed, time remaining, total program time, distance (miles & kilometers), calories, level, incline, speed, RPM, Heart Rate, MET's, Watts and workout profile;
- (k) Personal fan;
- (l) Removable disk for easy serviceability;
- (m) Warranty to include a minimum of the following:
 - (i) Seven (7) year Manufacturer Warranty on the frame;
 - (ii) Five (5) year Manufacturer Warranty on all wear items;
 - (iii) Five (5) year Manufacturer Warranty on labour;
- (n) Complete delivery, set-up and training of staff after set-up;
- (o) Provide Owner's Manual upon delivery, along with model and serial numbers.

E2.17 Item No. 16 - Modular Lat Pull-down shall be full Commercial Grade with a minimum of the following salient features shall be:

- (a) Conform to the existing Pulse multigym;
- (b) Frame silver in colour;
- (c) Made of 3/16" aircraft carrier coated cable;

- (d) Include Lat Bar of 34" length with a steel cable attachment and $\frac{3}{4}$ " hardware attachments;
- (e) Black upholstered adjustable seat;
- (f) Knee pads;
- (g) Nylon pulleys;
- (h) Warranty to include a minimum of the following:
 - (i) Lifetime Manufacturer Warranty on the frame;
 - (ii) Five (5) year Manufacturer Warranty on parts including but not limited to: weight stacks, pulleys and bearings;
 - (iii) Three (3) year Manufacturer Warranty on labour and other parts not specified;
 - (iv) One (1) year Manufacturer Warranty on upholstery, cables, springs 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.

E2.18 Item No. 17 - Modular Seated Row shall be full Commercial Grade with a minimum of the following salient features:

- (a) Conform to the existing Pulse multigym;
- (b) Frame silver in colour;
- (c) Made of 3/16" aircraft carrier coated cable;
- (d) Multipurpose bar and chinning triangle with steel cable attachments;
- (e) Black upholstered, adjustable seat;
- (f) Chrome checkerplate foot plate;
- (g) Nylon pulleys;
- (h) Warranty includes a minimum of the following:
 - (i) Lifetime Manufacturer Warranty on the frame;
 - (ii) Five (5) year Manufacturer Warranty on parts including but not limited to: weight stacks, pulleys and bearings;
 - (iii) Three (3) year Manufacturer Warranty on labour and other parts not specified;
 - (iv) One (1) year Manufacturer Warranty on upholstery, cables, springs 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.

E2.19 Item No. 18 - Lever 45 degree, Plate Loaded Leg Press shall be full Commercial Grade with a minimum of the following salient features:

- (a) Match pre-existing Pulse Lever equipment;
- (b) Frame silver in colour;
- (c) User weight capacity of 350 lbs. (159kg.) or greater;
- (d) Maximum training weight of one thousand and eighty (1080) lbs. (490 kg.);
- (e) Starting resistance of one hundred and sixty (160) lbs. (75.7 kg.);
- (f) Four (4) integrated storage horns to hold multiple weight plates with a minimum of four (4) horns;
- (g) Assistance handle on platform for easier entry and exit;
- (h) Black upholstered and adjustable angle back pad;
- (i) Adjustable bottom;
- (j) Warranty includes 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 stacks, pulleys and bearings;
 - (iii) Three (3) year Manufacturer Warranty on labour and other parts not specified;
 - (iv) One (1) year Manufacturer Warranty on upholstery and grips;
 - (k) Complete delivery, set-up and training of staff after set-up;
 - (l) Provide Owner's Manual upon delivery along with model and serial numbers.
- E2.20 Item No. 19 - Lever Plate Load Leg Extension Press shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Steel frame silver in colour;
 - (b) Black upholstered and pin lock adjustable back rest;
 - (c) Minimum of six (6) stainless steel plate horns;
 - (d) Warranty includes a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame;
 - (ii) Five (5) year Manufacturer Warranty on moving parts including but not limited to: weight stacks, pulleys, bearings and seat adjustment;
 - (iii) Three (3) year Manufacturer Warranty on labour and other parts not specified;
 - (iv) One (1) year Manufacturer Warranty on upholstery, cables, handles, caps, springs, pins, springs and grips;
 - (e) Complete delivery, set-up and training of staff after set-up;
 - (f) Provide Owner's Manual upon delivery along with model and serial numbers.
- E2.21 Item No. 20 - Lever Plate Load Seated Hamstring Curl shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Steel frame silver in colour;
 - (b) Black upholstered and pin lock adjustable back rest;
 - (c) Minimum of six (6) stainless steel plate horns;
 - (d) Warranty includes a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame;
 - (ii) Five (5) year Manufacturer Warranty on moving parts including but not limited to: weight stacks, pulleys, bearings and seat adjustment;
 - (iii) Three (3) year Manufacturer Warranty on labour and other parts not specified;
 - (iv) One (1) year Manufacturer Warranty on upholstery, cables, handles, caps, springs, pins, springs and grips;
 - (e) Complete delivery, set-up and training of staff after set-up;
 - (f) Provide Owner's Manual upon delivery along with model and serial numbers.
- E2.22 Item No. 21 - Lever Plate Load Tricep Press Down shall be full Commercial Grade with a minimum of the following salient features;
 - (a) Steel frame silver in colour;
 - (b) Black upholstered and pin lock adjustable back rest;
 - (c) Minimum of six (6) stainless steel plate horns;
 - (d) Independent arm movement;
 - (e) Adjustable handles for close and wide grip;
 - (f) Warranty includes a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame;
 - (ii) Five (5) year Manufacturer Warranty on moving parts including but not limited to: weight stacks, pulleys, bearings and seat adjustment;

- (iii) Three (3) year Manufacturer Warranty on labour and other parts not specified;
 - (iv) One (1) year Manufacturer Warranty on upholstery, cables, handles, caps, springs, pins, springs and grips;
 - (g) Complete delivery, set-up and training of staff after set-up;
 - (h) Provide Owner's Manual upon delivery along with model and serial numbers.

- E2.23 Item No. 22 - Lever Plate Load Lat Pulldown shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Steel frame silver in colour;
 - (b) Black upholstered and pin lock adjustable back rest;
 - (c) Minimum of 6 stainless steel plate horns;
 - (d) Independent arm movement;
 - (e) Warranty includes a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame;
 - (ii) Five (5) year Manufacturer Warranty on moving parts including but not limited to: weight stacks, pulleys, bearings and seat adjustment;
 - (iii) Three (3) year Manufacturer Warranty on labour and other parts not specified;
 - (iv) One (1) year Manufacturer Warranty on upholstery, cables, handles, caps, springs, pins, springs and grips;
 - (f) Complete delivery, set-up and training of staff after set-up;
 - (g) Provide Owner's Manual upon delivery along with model and serial numbers.

- E2.24 Item No. 23 - Lever Plate Load Decline Chest Press shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Steel frame silver in colour;
 - (b) Black upholstered and pin lock adjustable back rest;
 - (c) Minimum of 6 stainless steel plate horns;
 - (d) Independent arm movement;
 - (e) Warranty includes a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame;
 - (ii) Five (5) year Manufacturer Warranty on moving parts including but not limited to: weight stacks, pulleys, bearings and seat adjustment;
 - (iii) Three (3) year Manufacturer Warranty on labour and other parts not specified;
 - (iv) One (1) year Manufacturer Warranty on upholstery, cables, handles, caps, springs, pins, springs and grips;
 - (f) Complete delivery, set-up and training of staff after set-up;
 - (g) Provide Owner's Manual upon delivery along with model and serial numbers.

- E2.25 Item No. 24 - Lever Plate Load Incline Chest Press shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Steel frame that is silver in colour;
 - (b) Black upholstered and pin lock adjustable seat with footrest;
 - (c) Minimum of 6 stainless steel plate horns;
 - (d) Independent arm movement;
 - (e) Quick-flip range of motion limiter;
 - (f) Converging axis motion;
 - (g) Choice of hand grip positions;

- (h) Warranty includes a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame;
 - (ii) Five (5) year Manufacturer Warranty on moving parts including but not limited to: weight stacks, pulleys, bearings and seat adjustment;
 - (iii) Three (3) year Manufacturer Warranty on labour and other parts not specified;
 - (iv) One (1) year Manufacturer Warranty on upholstery, cables, handles, caps, springs, pins, springs and grips;
- (i) Complete delivery, set-up and training of staff after set-up;
- (j) Provide Owner's Manual upon delivery along with model and serial numbers.

E2.26 Item No. 25 - Rope Trainer shall be full Commercial Grade with a minimum of the following salient features:

- (a) Self-contained power supply; no external power required;
- (b) Dimensions to be a maximum of 94" height x 49" length x 40" width
- (c) Electronic display that tracks distance, time, speed and calories;
- (d) Quick release seat to allow for lower body standing and wheelchair accessibility;
- (e) Dynamic brake system that allows for bidirectional rope pulling;
- (f) Durable, long-lasting, soft and easy to grip rope;
- (g) User weight capacity of 350 lbs. (160 kg.);
- (h) Minimum resistance range of 1 - 200 lbs. (0.5 - 90.7kg.);
- (i) Warranty includes a minimum of the following:
 - (i) Lifetime Manufacturer Warranty on frame;
 - (ii) One (1) year Manufacturer Warranty on mechanical parts;
 - (iii) One (1) year Manufacturer Warranty labour;
 - (iv) Ninety (90) days Manufacturer Warranty on upholstery stitching, cables and belts;
- (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.

E2.27 Item No. 26 - Smith Machine shall be full Commercial Grade with a minimum of the following salient features:

- (a) Simultaneous bar movement both vertically and horizontally;
- (b) Multiple bar and rack safety catches that offer forward, rear and lower racking;
- (c) Rotating forty four (44) lbs. (20 kg.) Olympic bar that is non-removable/fixed;
- (d) Walk-through design allowing for the use of benches;
- (e) Minimum of 12 Olympic place storage horns;
- (f) Integrated multi-grip pull up station;
- (g) User weight capacity of 500 lbs. (227 kg.) or greater;
- (h) Dimensions a maximum 75" wide x 83" long x 90" high
- (i) Rubber feet for floor protection;
- (j) Frame silver in colour;
- (k) Warranty includes 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: major mechanical components, guide rods, plates and bearings;
 - (iii) One (1) year Manufacturer Warranty on minor mechanical components including but not limited to: plate switches, cables and grips;

- (iv) One (1) year Manufacturer Warranty on labour;
- (l) 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.

E2.28 Item No. 27 - Dual Stack Functional Trainer shall be full Commercial Grade with a minimum of the following salient features:

- (a) Two (2) fully enclosed one hundred and seventy (170) lbs. stacks with ten (10) lbs. increments;
- (b) Maximum arms width, when straight out, of one hundred and forty two (142") inches (360 cm);
- (c) Maximum arm height at maximum height position of one hundred (100") inches (254 cm);
- (d) Maximum arm depth, when straight forward of sixty seven (67:) inches (170cm);
- (e) Wheelchair accessible;
- (f) Horizontal and vertical plane adjusting arms;
- (g) Arms able to rotate out to one hundred and eighty (180) degrees;
- (h) Includes Iliac Crest belt, 42` - 3 lbs. bi-lateral bar, adjustable D handles and 4 point ankle harnesses;
- (i) Warranty includes 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 stacks, pulleys and bearings;
 - (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.

E2.29 Item No. 28 - Self-Supported Modular Functional Trainer Rig shall be full Commercial Grade with a minimum of the following salient features:

- (a) Two (2) x 5' trusses;
- (b) One (1) adjustable tower with EVO weight stack;
- (c) One (1) Lat Pull-down with EVO weight stack;
- (d) Total dimensions not to exceed 26' length x 8' width;
- (e) One (1) Pull-Up Bar;
- (f) One (1) dip bar;
- (g) One (1) landmine attachment;
- (h) Two (2) TRX Suspension Trainer (not Xplode);
- (i) One (1) Battle Rope 50' x 1.5" (not Xplode);
- (j) One (1) Gymnastic Rings (not Xplode);
- (k) One (1) Plyo Box which provides 20", 24" and 30" heights (not Xplode);
- (l) One (1) Plyo Box Set (1 each of 12", 18", 24", 30" and 36") (not Xplode);
- (m) Warranty includes a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame;
 - (ii) Ninety (90) day Manufacturer Warranty on grips and upholstered components;
 - (iii) One (1) year Manufacturer Warranty on rust and corrosion;
 - (iv) Manufacturer Warranty on labour;
- (n) Complete delivery, set-up and training of staff after set-up;

- (o) Provide Owner's Manual upon delivery along with model and serial numbers.

E2.30 Item No. 29 – Removal, Delivery & Set-up of Old Equipment to Various Facilities shall be as follows:

- (a) Upon delivery of Item #26 the following is to be removed, delivered and set up as follows:
 - (i) Pulse Fitness Power Cage to be relocated to:
Freight House, Door #1, 200 Isabel Street
- (b) Upon delivery of Item #28 the following is to be removed, delivered and set up as follows:
 - (i) Keiser Chest Press, Keiser Lat Pull-Down, Keiser Military Press, and Keiser Functional Trainer, Keiser Leg Press, Keiser Seated Leg Curl and Keiser Leg Extension to be relocated to:
Kinsmen Sherbrook Pool, 381 Sherbrook Street

E2.31 Item No. 30 - Umax Weight Plates shall be full Commercial Grade with a minimum of the following salient features:

- (a) Encased in high grade cast polyurethane not rubber;
- (b) Patented EZ-Grip design;
- (c) Warranty includes a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty against metal core breakage;
 - (ii) Six (6) year Manufacturer Warranty against Polyurethane breakage;
- (d) Number of plates required:
 - (i) 60 x 45 lbs.
 - (ii) 30 x 35 lbs.
 - (iii) 30 x 25 lbs.
 - (iv) 30 x 10 lbs.
 - (v) 20 x 5 lbs.
- (e) Complete delivery and set up.

E2.32 Item No. 31 - Umax Dumbbells shall be full Commercial Grade with a minimum of the following salient features:

- (a) Weight heads are made of solid steel encased in high grade cast polyurethane;
- (b) Dumbbell handles made of heat treated steel/hard chrome finish;
- (c) Warranty includes a minimum of the following:
 - (i) Six (6) years Manufacturer Warranty against loosening of weight heads, bent handles, structural breakage and urethane breakage;
- (d) Number of dumbbells required:
 - (i) One (1) set of weights from 7.5-27.5 lbs. consisting of the following:
 - a) 1 pair of 7.5 lbs.
 - b) 1 pair of 12.5 lbs.
 - c) 1 pair of 17.5 lbs.
 - d) 1 pair of 22.5 lbs.
 - e) 1 pair of 27.5 lbs.
 - (ii) Two (2) sets of weights from 5-50 lbs. consisting of the following:
 - a) 1 pair of 5 lbs.
 - b) 1 pair of 10 lbs.
 - c) 1 pair of 15 lbs.
 - d) 1 pair of 20 lbs.

- e) 1 pair of 25 lbs.
- f) 1 pair of 30 lbs.
- g) 1 pair of 35 lbs.
- h) 1 pair of 40 lbs.
- i) 1 pair of 45 lbs.
- j) 1 pair of 50 lbs.
- (iii) One (1) set of weights from 55-100 lbs. consisting of the following:
 - a) 1 pair of 55 lbs.
 - b) 1 pair of 60 lbs.
 - c) 1 pair of 65 lbs.
 - d) 1 pair of 70 lbs.
 - e) 1 pair of 75 lbs.
 - f) 1 pair of 80 lbs.
 - g) 1 pair of 85 lbs.
 - h) 1 pair of 90 lbs.
 - i) 1 pair of 95 lbs.
 - j) 1 pair of 100 lbs.
- (iv) One (1) set of weights from 105-125 lbs. consisting of the following:
 - a) 1 pair of 105 lbs.
 - b) 1 pair of 110 lbs.
 - c) 1 pair of 115 lbs.
 - d) 1 pair of 120 lbs.
 - e) 1 pair of 125 lbs.
- (v) One (1) set of weights from 130-150 lbs. consisting of the following:
 - a) 1 pair of 130 lbs.
 - b) 1 pair of 135 lbs.
 - c) 1 pair of 140 lbs.
 - d) 1 pair of 145 lbs.
 - e) 1 pair of 150 lbs.
- (e) Complete delivery and set up.

E2.33 Item No. 32 - Dumbbell Rack shall be full Commercial Grade with a minimum of the following salient features:

- (a) Heavy duty industrial grade steel tubing welded in all structural areas ;
- (b) Powder coated frame that is scratch resistant and silver in colour with black racks and durable nylon saddles;
- (c) Three (3) tier rack able to hold fifteen (15) pairs of dumbbells;
- (d) Capacity to hold 3,450 lbs. of weight;
- (e) Anatomically angled tiers;
- (f) Warranty includes a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame;
 - (ii) Three (3) year Manufacturer Warranty on saddles;
 - (iii) Three (3) year Manufacturer Warranty on labour

- (g) Complete delivery and set up.
- E2.34 Item No. 33 - York Neoprene Hex Rack with Secure bar and wheels and Vinyl Dumbbells shall be full Commercial Grade with a minimum of the following salient features:
- (a) 42" length x 24 ¼" width X 37 ¼" height;
 - (b) Includes the following vinyl coated dumbbells:
 - (i) 9 x 1 lbs. pink
 - (ii) 9 x 2 lbs. orange
 - (iii) 9 x 3 lbs. green
 - (iv) 9 x 4 lbs. yellow
 - (v) 9 x 5 lbs. purple
 - (vi) 8 x 7 lbs. green
 - (vii) 8 x 9 lbs. blue
 - (viii) 8 x 10 lbs. black
 - (c) Warranty includes a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame
 - (ii) Five (5) year Manufacturer Warranty on dumbbells
 - (d) Complete delivery and set up.
- E2.35 Item No. 34 - Multi-Adjustable Benches shall be full Commercial Grade with a minimum of the following salient features:
- (a) Able to be positioned with eight (8) different adjustable positions including flat, incline and decline;
 - (b) Steel, silver in colour with black upholstery and wheels;
 - (c) Warranty includes a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on the frame including moving parts and weld;
 - (ii) One (1) year Manufacturer Warranty on labour;
 - (iii) One Hundred and Eighty (180) days Manufacturer Warranty on upholstery
 - (d) Complete delivery and set-up.
- E2.36 Item No. 35 - Reversible Black Rubber Matting with Checkerplate/Smooth shall be full Commercial Grade with a minimum of the following salient features:
- (a) Twelve (12) units of the following size: 4' x 6' x 3/8";
 - (b) Three (3) units of the following size: 4' x 8' x 3/8"; and
 - (c) Cutting, delivery, installation and set-up according to per-designed floor plan.
- E2.37 Item No. 36 – Removal, Delivery & Set-up of Old Equipment to Various Facilities shall be as follows:
- (a) Upon delivery of Item #30 the following are to be removed, delivered and set up as follows:
 - (i) 20 units of 5 lb. weight plates
 - 20 units of 10 lb. weight plates
 - 20 units of 25 lb. weight plates
 - 30 units of 35 lb. weight plates
 - 46 units of 45 lb. weight plates
 - (ii) All weight plates stated in E2.37(a)(i) to be relocated to:
Freight House, Door 1, 200 Isabel Street
 - (b) Upon delivery of Item #31 the following are to be removed, delivered and set up as follows:
 - (i) 1 pair of 10 lb. dumbbells

- 1 pair of 15 lb. dumbbells
- 1 pair of 20 lb. dumbbells
- 1 pair of 25 lb. dumbbells
- 1 pair of 30 lb. dumbbells
- 1 pair of 35 lb. dumbbells
- 1 pair of 40 lb. dumbbells
- 1 pair of 60 lb. dumbbells
- 1 pair of 65 lb. dumbbells
- 1 pair of 80 lb. dumbbells
- 1 pair of 85 lb. dumbbells
- 1 pair of 90 lb. dumbbells
- 1 pair of 100 lb. dumbbells
- 1 pair of 110 lb. dumbbells
- 1 pair of 120 lb. dumbbells

- (ii) All dumbbells stated in E2.37(b)(i) to be relocated to:
Pan Am Pool, 25 Poseidon Bay

E3. APPROVED PRODUCTS

E3.1 The following products are approved;

- (a) Star Trac 8-TR treadmill with LCD is an approved product for Item No. 1;
- (b) Star Trac 8 Series Rear Drive Elliptical with LCD is an approved product for Item No. 2;
- (c) Star Trac 8-TR Cross Trainer with LCD is an approved product for Item No. 3;
- (d) Star Trac 8-UB Upright Bike with LCD is an approved product for Item No. 4;
- (e) Star Trac 8- RB Recumbent Bike with LCD is an approved product for Item No. 5;
- (f) StairMaster AirFit Fan Bike is an approved product for Item No. 6;
- (g) REX™ 7001 Total Body Recumbent Elliptical – with Oversized Swivel Seat, includes Foot Straps is an approved product for Item No. 8;
- (h) SciFit SONE3 StepOne Total Body Recumbent Stepper with Premium Seat is an approved product for Item No. 9;
- (i) SciFit Pro2 – Total Body – Adjustable Cranks; Adjustable Swivel Seat is an approved product for Item No. 10;
- (j) StairMaster AirFit Upper Body Ergometer with Ramp Kit is an approved product for Item No. 11;
- (k) SciFit Latitude – Lateral Stability Trainer is an approved product for Item No. 12;
- (l) SpeedFit SpeedBoard non-motorized Treadmill is an approved product for Item No. 13;
- (m) SportsArt S775 Status Series Pinnacle Cross Trainer is an approved product for Item No. 14;
- (n) Matrix A5x Ascent Trainer is an approved product for Item No. 15;
- (o) Nortec Modular Lat Pulldown including frame attachment is an approved product for Item No. 16;
- (p) Nortec Modular Low Pulley Row including frame attachment is an approved product for Item No. 17;
- (q) Pulse Lever 45 Degree Plate Load Leg Press is an approved product for Item No. 18;
- (r) Pulse Lever Plate Load Leg Extension is an approved product for Item No. 19;
- (s) Pulse Lever Plate Load Seated Hamstring is an approved product for Item No. 20;

- (t) Pulse Lever Plate Load Tricep Press is an approved product for Item No. 21;
- (u) Pulse Lever Plate Load Lat Pulldown is an approved product for Item No. 22;
- (v) Pulse Lever Plate Load Decline Press is an approved product for Item No. 23;
- (w) Pulse Lever Plate Load Incline Press is an approved product for Item No. 24;
- (x) Marpo Compact Rope Trainer is an approved product for Item No. 25;
- (y) Nautilus Strength Freedom Rack is an approved product for Item No. 26;
- (z) Nautilus Freedom Trainer is an approved product for Item No. 27;
- (aa) Nautilus Xplode Zone is an approved product for Item No. 28;
- (bb) Umax UBOP Premium Urethane Olympic Grip Plates is an approved product for Item No. 30;
- (cc) Umax UD Solid Steel Urethane Dumbbells is an approved product for Item No. 31;
- (dd) Nortec 15 Pair Dumbbell Rack with saddles is an approved product for Item No. 32;
- (ee) Neoprene Hex Rack with Vinyl Dumbbells is an approved product for Item No. 33; and
- (ff) Atlantis B-177 Adjustable Bench is an approved product for Item No. 34.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate 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) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home> .
- F1.2 The following is a link to information for obtaining the Criminal Record Search certificate including the Vulnerable Sector screening from the City of Winnipeg Police Service.
http://winnipeg.ca/police/pr/info_request.stm
- F1.2.1 The Criminal Record Search shall include a Vulnerable Sector Screening. This can be obtained by following the link below http://winnipeg.ca/police/pr/info_request.stm
- (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 Criminal Record Search Certificate (Form P-253) 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 Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- F1.4 Prior to the award of Contract, 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 Criminal Record Search Certificate 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 Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate 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 Criminal Record Search Certificate 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 criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.