



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 795-2018**

**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, February 12, 2019.

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

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

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

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

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. CONFIDENTIALITY**

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

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

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

### **B5. ADDENDA**

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

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

## **B6. SUBSTITUTES**

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

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid; and
  - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B7.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.7 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.8 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).
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

## **B8. BID**

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

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

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

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

B8.4 Paragraph 11 of Form A: Bid shall be signed in accordance with the following requirements:

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

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

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

## **B9. PRICES**

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

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

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

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

**B9.1.3 Prices on Form B: Prices shall include any and all costs related to the assembly and/or setup of each item as directed at each delivery location.**

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

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

## **B10. DISCLOSURE**

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

B10.2 The Persons are:

- (a) Fitness Experience;
- (b) Pulse Fitness; and
- (c) White Lion Athletics.

B10.3 Information provided included specifications on products and price estimations.

## **B11. CONFLICT OF INTEREST AND GOOD FAITH**

B11.1 Bidders, by responding to this Bid Opportunity, 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 its participation in the Bid Opportunity 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 Bid Opportunity process) of strategic and/or material relevance to the Bid Opportunity process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B11.3 In connection with its Bid, each entity identified in B11.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Bid Opportunity process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any

additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

- B11.4 Without limiting B11.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B11.5 Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
  - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B12. QUALIFICATION**

- B12.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
  - (b) be financially capable of carrying out the terms of the Contract; and
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <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).



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 Unit Price (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B13.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

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

B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

### **B14. IRREVOCABLE BID**

B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work 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 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B15.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

(a) retain the Bid until after the Submission Deadline has elapsed;

(b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid; and

- (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.

B15.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B16. EVALUATION OF BIDS**

B16.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the 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 B6; and
- (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 B9.1, the Bidder may, but is not required to, bid on all sections.

B16.5.2 Notwithstanding B17.3, the City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on all sections, he/she shall have no claim against the City if his/her partial Bid is rejected in favour of an award of the Contract as a whole.

## **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, 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

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

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

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

D2.1 The Work to be done under the Contract shall consist of supply, delivery and assembly of fitness equipment for the period from date of award until February 29, 2020, with the option of three (3) 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 March 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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 Notwithstanding C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 It is anticipated that the initial order(s) will be all items as listed on Form B: Prices to various locations as identified in Appendix A – List of Items, and Appendix B – Delivery Location.

(a) Notwithstanding D2.3, subsequent orders may be individual items for the duration of the contract, and only on an "as required" basis.

#### **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 its total requirement for an item are to be supplied under its 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 its contract and the fulfilment of its obligations under its 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:

Linda Hathout

Program Manager

Telephone No.: 204 391-5434

Email Address: lhathout@winnipeg.ca

#### **D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D5.1 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.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 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.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

#### **D6. NOTICES**

D6.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

#### **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 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 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 in accordance with the schedule indicated in D9.5, f.o.b. destination, freight prepaid, to various locations within the City.
- D9.2 Delivery shall be between the hours of 11:00 a.m. – 1:00 p.m.
- D9.3 The Contractor shall confirm each scheduled delivery with the User at least two (2) Business Days before delivery.
- D9.4 The Contractor shall off-load goods as directed at the delivery location(s), and be responsible for the setup of the equipment.
- D9.5 Delivery Schedule shall be as follows:

| Date          | Location                                | Item No.       |
|---------------|---|----------------|
| Mar 4, 2019   | Training Academy 2546 McPhillips Street | See Appendix A |
| Mar 6, 2019   | No. 7 Station 10 Allan Blye Drive       | See Appendix A |
| Mar 8, 2019   | No. 16 Station 1001 McGregor Street     | See Appendix A |
| Mar 12, 2019  | No. 17 Station 1501 Church Avenue       | See Appendix A |
| Mar 14, 2019  | No. 6 Station 603 Redwood Avenue        | See Appendix A |
| Mar 18, 2019  | No. 10 Station 1354 Border Street       | See Appendix A |
| Mar 20, 2019  | No. 1 Station 65 Ellen Street           | See Appendix A |
| Mar 22, 2019  | No. 5 Station 845 Sargent Avenue        | See Appendix A |
| Mar 26, 2019  | No. 11 Station 1705 Portage Ave         | See Appendix A |
| Mar 28, 2019  | No. 19 Station 320 Whytefold Road       | See Appendix A |
| April 1, 2019 | No. 20 Station 525 Banting Drive        | See Appendix A |
| April 3, 2019 | No. 18 Station 5000 Roblin Boulevard    | See Appendix A |
| April 5, 2019 | No. 12 Station 1780 Taylor Avenue       | See Appendix A |
| April 9, 2019 | No. 22 Station 1567 Waverley Street     | See Appendix A |

|                |  |                |
|----------------|--|----------------|
| April 11, 2019 | No. 23 Station 880 Dalhousie Drive     | See Appendix A |
| April 15, 2019 | No. 13 Station 799 Lilac Street        | See Appendix A |
| April 17, 2019 | No. 4 Station 150 Osborne Street       | See Appendix A |
| April 23, 2019 | No. 26 Station 1525 Dakota Street      | See Appendix A |
| April 25, 2019 | No. 27 Station 27 Sage Creek Boulevard | See Appendix A |
| April 29, 2019 | No. 14 Station 1057 St. Mary's Road    | See Appendix A |
| May 1, 2019    | No. 15 Station 1083 Autumnwood Drive   | See Appendix A |
| May 3, 2019    | No. 9 Station 864 Marion Street        | See Appendix A |
| May 7, 2019    | No. 3 Station 337 Des Meurons Street   | See Appendix A |
| May 9, 2019    | No. 2 Station 55 Watt Street           | See Appendix A |
| May 13, 2019   | No 21 1446 Regent Avenue W.            | See Appendix A |
| May 15, 2019   | No. 25 Station 701 Day Street          | See Appendix A |
| May 17, 2019   | No. 8 Station 640 Kimberly Avenue      | See Appendix A |
| May 22, 2019   | No. 24 Station 1665 Rothesay Street    | See Appendix A |

D9.6 For potential subsequent orders, 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. The following shall apply for subsequent orders:

- (a) It should be noted that subsequent orders may include a single item, or multiple items;
- (b) Goods shall be delivered within sixty (60) Calendar Days of the placing of an order;
- (c) The Contractor shall confirm each scheduled delivery with the User at least two (2) Business Days before delivery;
- (d) Goods shall be delivered during regular Business Hours; and
- (e) The Contractor shall off-load goods as directed at the delivery location(s), and be responsible for the setup of the equipment.

**D10. ORDERS**

D10.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

**D11. RECORDS**

D11.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D11.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) delivery date(s); and
- (d) description and quantity of goods supplied.



D11.3 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

### D12. INVOICES

D12.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:

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

Facsimile No.: 204- 949-0864

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

D12.2 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.

D12.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D12.4 **Bid Submissions must not be submitted to the above facsimile numbers. Bids must be submitted in accordance with B7.**

### D13. PAYMENT

D13.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D13.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

### D14. PURCHASING CARD

D14.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.

D14.2 The Contractor's credit card website/gateway shall have appropriate current Payment Card Industry Data Security standards (PCI DSS) certification, (<https://www.pcisecuritystandards.org/index.shtml> ). The credit card gateway shall meet the credit card data security requirements outlined by the Payment Card Industry Security Standards Council (PCI SSC) for service providers and/or software vendors.

## WARRANTY

### D15. WARRANTY

D15.1 Notwithstanding C11, the warranty period shall begin on the date of Delivery and shall expire as defined in E2 unless extended pursuant to C11.3, in which case it shall expire when provided for thereunder.



## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS

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

#### E2. GOODS

- E2.1 The Contractor shall supply, deliver, **and assemble** fitness equipment as directed at the delivery location in accordance with the requirements hereinafter specified.
- E2.1.1 There shall be no additional fee assessed or charged to the City for assembly and positioning of equipment.
- E2.2 Item No. 1 – Rower Machine shall be Commercial-Use 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 preset 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.
- E2.2.1 Approved item: Concept 2 Model D Rower with PM5 Monitor, or approved equal in accordance with B6.
- E2.3 Item No. 2 – Fan Bike shall be Commercial-Use 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 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;
  - (g) Sealed cartridge bearings, utilized in every pivot, 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 the console made with a metal mount and plastic cup holder with the minimum dimensions 500mm L x 120mm W x 150mm H;
  - (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.
- E2.3.1 Approved item: Assault Airbike Classic, or approved equal in accordance with B6.
- E2.4 Item No. 3 – Elliptical Cross Trainer shall be Commercial-Use 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:
  - (i) Lifetime on frame;
  - (ii) 5 years on parts; and
  - (iii) 2 years on labor.
- (m) Provide owner's manual upon delivery along with model and serial numbers.

E2.4.1 Approved item: Vision Fitness S70, or approved equal in accordance with B6.

E2.5 Item No. 4 – Squat Cage shall be Commercial-Use 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" single skinny pullup bar and a 43" fat/skinny pullup bar (with 1.25" and 2" diameter bars);
- (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 to secure the rack without bolting it down;
- (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.

E2.5.1 Approved item: Rogue R-4 Power Rack, or approved equal in accordance with B6.

E2.6 Item No. 5 – Half Rack shall be Commercial-Use 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 146lbs;
- (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 1,000lbs; and
- (o) Warranty shall be a minimum of lifetime warranty.

E2.6.1 Approved item: Rogue S-2 Squat Stand 2.0, or approved equal in accordance with B6.

E2.7 Item No. 6 – Olympic Barbell shall be Commercial-Use 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 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.

E2.7.1 Approved item: Rogue Bar 2.0 or approved equal in accordance with B6.

E2.8 Item No. 7 – Olympic Hex Bar shall be Commercial-Use 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.

E2.8.1 Approved item: Northern Lights 86" Chrome Olympic Hex Bar, or approved equal in accordance with B6.

E2.9 Item No. 8 – Olympic Spring Collar Clips shall be Commercial use 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.
- E2.10 Item No. 9 – 2” Standard Olympic Plates shall be Commercial-Use with a minimum of the following salient features:
- (a) Individual weights available in 2.5lb, 5lb, 10lb, 25lb, 35lb, and 45lb as indicated in appendix A;
  - (b) Made from cast iron;
  - (c) Fit on any 2” diameter Olympic barbell; and
  - (d) Warranty shall be a minimum of 1 year.
- E2.11 Item No. 10 – Bumper Plate set shall be Commercial-Use 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.
- E2.11.1 Approved item: Fringe Sport Black Bumper Plate Sets, or approved equal in accordance with B6.
- E2.12 Item No. 11 – Bumper Plate Tree/Rack shall be Commercial-Use 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.

- E2.13 Item No. 12 – Rubber Hex pairs shall be Commercial-Use 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 (see Appendix A); and
  - (f) Warranty shall be a minimum of 1 year.
- E2.14 Item No. 13 – 3 Tier Dumbbell Rack shall be Commercial-Use 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.
- E2.15 Item No. 14 – Flat Bench shall be Commercial-Use 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.
- E2.16 Item No. 15 – Adjustable Bench shall be Commercial-Use 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 minimum of three 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.



- E2.17 Item No. 16 – Wood Gymnastic Rings and Straps shall be Commercial use 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.
- E2.18 Item No. 17 – Resistance Band Set shall be Commercial-Use 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.
- E2.19 Item No. 18 – Solid Foam Roller shall be Commercial-Use 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.
- E2.20 Item No. 19 – Medicine Balls shall be Commercial-Use 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.
- E2.21 Item No. 20 – Kettlebells shall be Commercial-Use 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.
- E2.22 Item No. 21 – Wood 3-in-1 Plyo Box shall be Commercial-Use 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.
- E2.23 Item No. 22 – Sandbags shall be Commercial-Use 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.
- E2.23.1 Approved item: Elite Force Gear X-Trainer, or approved equal in accordance with B6.
- E2.24 Item No. 23 – Battle Rope shall be Commercial-Use 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.
- E2.25 Item No. 24 – Slam Balls shall be Commercial-Use 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.
- E2.26 Item No. 25 – Agility Ladder shall be Commercial-Use with the 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.
- E2.27 Item No. 26 – Bosu Balance Trainer shall be Commercial-Use 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.
- E2.28 Item No. 27 – Gym Stretching Mat shall be Commercial-Use 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.
- E2.29 Item No. 28 – Anti-Burst Stability Ball shall be Commercial-Use 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.
- E2.30 Item No.29 – Hollow Foam Roller shall be Commercial-Use 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.

- E2.31 Item No. 30 – Rubber Floor Mat shall be Commercial-Use 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;
  - (c) Minimum product weight of 60lbs; and
  - (d) Warranty shall be a minimum of 5 years.

### **E3. APPENDICES**

- E3.1 The following appendices are applicable to the Work:
- (a) Appendix A: Fitness Equipment List Requirements by Location
- E3.1.1 It should be noted that the addresses of each location identified in Appendix A are listed in D9.