



THE CITY OF WINNIPEG

TENDER

TENDER NO. 848-2021

SUPPLY, DELIVERY AND INSTALLATION OF FITNESS EQUIPMENT

TABLE OF CONTENTS

PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	1
B6. Substitutes	2
B7. Bid Submission	3
B8. Bid	3
B9. Prices	4
B10. Disclosure	4
B11. Conflict of Interest and Good Faith	4
B12. Qualification	5
B13. Opening of Bids and Release of Information	6
B14. Irrevocable Bid	6
B15. Withdrawal of Bids	7
B16. Evaluation of Bids	7
B17. Award of Contract	7

PART C - GENERAL CONDITIONS

C0. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Contract Administrator	1
D4. Notices	1

Submissions

D5. Authority to Carry on Business	1
D6. Insurance	1

Schedule of Work

D7. Commencement	2
D8. Delivery	2
D9. COVID-19 Schedule Delays	4

Measurement and Payment

D10. Invoices	5
D11. Payment	5
D12. Payment Schedule	5

Warranty

D13. Warranty	5
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Third Party Agreements

D14. Funding and/or Contribution Agreement Obligations	5
--------------------------------------------------------	---

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Goods	1
E3. Approved Products	16

PART F - SECURITY CLEARANCE

F1. Security Clearance

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY, DELIVERY AND INSTALLATION OF FITNESS EQUIPMENT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 4, 2022.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

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

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

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

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

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

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

B4. CONFIDENTIALITY

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

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

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

B5. ADDENDA

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

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D3.

B6. SUBSTITUTES

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

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

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices.
- B7.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B7.3.1 Bids will **only** be accepted electronically through MERX.
- B7.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

B8. BID

- B8.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in 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/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

B9. PRICES

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

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

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

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

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

B10. DISCLOSURE

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

B10.2 The Persons are:

- (a) Pulse Fitness Systems Inc. supplied cost estimates.

B11. CONFLICT OF INTEREST AND GOOD FAITH

B11.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;

- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

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

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

B11.4 Without limiting B11.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B11.5 Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (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 Section Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.
- B13.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.
- B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B14. IRREVOCABLE BID

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B15. WITHDRAWAL OF BIDS

B15.1 A Bidder may withdraw his/her Bid without penalty at any time prior to the Submission Deadline.

B16. EVALUATION OF BIDS

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

- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
- (c) Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6;
- (e) costs to the City of administering multiple contracts

B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is qualified.

B16.4 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.

B16.4.1 Further to B16.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B16.5 This Contract may be awarded separately in sections.

B16.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on all sections.

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

B17. AWARD OF CONTRACT

B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or

(e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B17.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B16.
- B17.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.4.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.
- B17.5 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of supply, delivery and installation of new fitness equipment to various locations as described in D8.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Alaina Demarcke
Active Living Supervisor

Telephone No.: 204-794-4222

Email Address: ademarcke@winnipeg.ca

D4. NOTICES

D4.1 Except as provided for in C20.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

D4.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D4.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D3.

D4.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

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

SUBMISSIONS

D5. AUTHORITY TO CARRY ON BUSINESS

D5.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D6. INSURANCE

D6.1 The Contractor shall provide and maintain the following insurance coverage:

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

D6.2 Deductibles shall be borne by the Contractor.

D6.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4 for the return of the executed Contract Documents, as applicable.

D6.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

SCHEDULE OF WORK

D7. COMMENCEMENT

D7.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D7.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D5;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) evidence of the insurance specified in D6;
 - (iv) the direct deposit application form specified in D11.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D8. DELIVERY

D8.1 Goods shall be delivered within thirty-one (31) Business Days of the award of contract, f.o.b. destination, freight prepaid to:

- (a) Peguis Trail Health & Fitness Centre (1400 Rothesay Street)
 - (i) 4 units of Item No.3 (Recumbent Bike);
 - (ii) 1 unit of Item No. 7 (Jacobs Ladder);
 - (iii) 2 units of Item No. 8 (Rowing Machine);
 - (iv) 1 unit of Item No. 9 (Compact Rope Trainer);
 - (v) 1 unit of Item No. 22 (Hack Squat / Calf Raise);
 - (vi) 9 units of Item No. 26 (Olympic Bar);
 - (vii) 20 units of Item No. 27. (Spring Collars); and
 - (viii) 4 units of Item No. 42 (Tri-Fold Mats).
- (b) Cindy Klassen Recreation Complex (999 Sargent Avenue)
 - (i) 1 unit of Item No. 1 (Treadmill);
 - (ii) 1 unit of Item No. 2 (Upright Bike);

- (iii) 1 unit of Item No. 3 (Recumbent Bike);
 - (iv) 2 units of Item No. 26 (Olympic Bar);
 - (v) 2 units of Item No. 33 (Rubber Hex Dumbbell set); and
 - (vi) 1 unit of Item No. 43 (Body Bar Storage Rack).
- (c) Kinsmen Sherbrook Pool (381 Sherbrook Street)
- (i) 1 unit of Item No. 33 (Rubber Hex Dumbbell set).
- (d) Fort Rouge Leisure Centre (625 Osborne Street)
- (i) 2 units of Item No. 1 (Treadmill);
 - (ii) 1 unit of Item No. 2 (Upright Bike); and
 - (iii) 1 unit of Item No. 3 (Recumbent Bike).
- (e) Pan Am Pool (25 Poseidon Bay)
- (i) 3 units of Item No. 2 (Upright Bike);
 - (ii) 1 unit of Item No. 20 (Seated Leg Press / Calf Press);
 - (iii) 1 unit of Item No. 25 (International Bi-Tri-Trap Bar);
 - (iv) 3 units of Item No. 26 (Olympic Bar);
 - (v) 20 units of Item No. 27. (Spring Collars);
 - (vi) 1 unit of Item No. 30 (Neoprene Hexagon Fitbell Pack);
 - (vii) 2 pairs of each weight of Item No. 31 (Neoprene Hexagon Dumbbells);
 - (viii) 2 units of Item No. 33 (Rubber Hex Dumbbell set);
 - (ix) 1 unit of Item No. 34 (Three Tier Tray Style Dumbbell Rack);
 - (x) 1 unit of Item No. 35 (UMAX Urethane Barbells – straight set)
 - (xi) 1 unit of Item No. 37 (Kettlebells, 5-20lbs);
 - (xii) 1 unit of Item No. 39 (Vertical Machine Bar Rack);
 - (xiii) Item No. 41 (Sleeved Resistance Tubing) and
 - (xiv) 1 unit of Item No. 43 (Body Bar Storage Rack).
- (f) St. James Assiniboia Centennial (644 Parkdale Street)
- (i) 1 unit of Item No. 2 (Upright Bike);
 - (ii) 1 unit of item No. 21 (Reverse Hyper Extension);
 - (iii) 1 unit of Item No. 24 (Multi-Hex Deadlift / Shrug Bar);
 - (iv) 1 unit of Item No. 37 (Kettlebells, 50, 60, 70, 80 lbs); and
 - (v) 25 units of Item No. 44 (Rubber Flooring).
- (g) St. James Civic Centre (2055 Ness Avenue)
- (i) 2 units of Item No. 1 (Treadmill);
 - (ii) 1 unit of Item No. 2 (Upright Bike);
 - (iii) 2 units of Item No. 3 (Recumbent Bike);
 - (iv) 1 unit of Item No. 4 (Upright Air Fit Bike);
 - (v) 1 unit of Item No. 5 (Elliptical with Rear Drive and Side Entry);
 - (vi) 1 unit of Item No. 6 (Stepmill);
 - (vii) 1 unit of Item No. 7 (Jacobs Ladder);
 - (viii) 1 unit of Item No. 8 (Rowing Machine);
 - (ix) 1 unit of Item No. 10 (Adjustable Bench on wheels);
 - (x) 1 unit of Item No. 11 (Adjustable Bench);
 - (xi) 1 unit of Item No. 12 (Adjustable Flat Bench);
 - (xii) 1 unit of Item No. 13 (Long Incline Bench);
 - (xiii) 1 unit of Item No. 14 (Incline Hyper Extension);
 - (xiv) 1 unit of Item No. 15 (Adjustable Decline Abdominal Leg Raise);

- (xv) 1 unit of Item No. 16 (Preacher Curl Bench);
- (xvi) 1 unit of Item No. 17 (Olympic Flat/Decline Bench with pivot);
- (xvii) 1 unit of Item No 18 (Leg Curl/Extension Combo);
- (xviii) 1 unit of Item No. 19 (Adductor/Abductor Combo);
- (xix) 1 unit of Item No 20 (Seated Leg Press);
- (xx) 1 unit of Item No. 23 (Functional Training System);
- (xxi) 1 unit of Item No. 25 (International Bi-Tri-Trap Bar);
- (xxii) 1 unit of Item No. 26 (Olympic Bar);
- (xxiii) 2 units of Item No. 28 (Rubber Weight Plate Set);
- (xxiv) 1 unit of Item No. 29 (Rubber Weight Plates);
- (xxv) 1 unit of Item No. 30 (Neoprene Hexagon Fitbell Pack);
- (xxvi) 2 pairs of each weight of Item No. 31 (Neoprene Hexagon Dumbbells);
- (xxvii) Item No. 32 (Octagonal Urethane Dumbbells);
- (xxviii) 2 units of Item No. 34 (Three Tier Tray Style Dumbbell Rack);
- (xxix) 1 unit of Item No. 35 (UMAX Urethane Barbells – straight set);
- (xxx) Item No. 36 (Fixed Barbell Rack for 10 Barbells);
- (xxxii) 2 units of Item No. 38 (Plate Tree);
- (xxxii) Item No. 40 (Freedom Rack); and
- (xxxiii) 11 units of Item No. 44 (Rubber Matting).

D8.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.

D8.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.

D8.4 The Contractor shall off-load goods as directed at the delivery location.

D9. COVID-19 SCHEDULE DELAYS

D9.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.

D9.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D9.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.

D9.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D9.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D9.5 The Work schedule, including the durations identified in D8 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.

D9.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

MEASUREMENT AND PAYMENT

D10. INVOICES

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

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

Facsimile No.: 204-949-0864

Send Invoices to CityWpgAP-INVOICES@winnipeg.ca

Send Invoice Inquiries to CityWpgAP-INQUIRIES@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.

D11. PAYMENT

D11.1 Further to C10, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

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.

THIRD PARTY AGREEMENTS

D14. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D14.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

- D14.2 Further to D14.1, in the event that the obligations in D14 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations (“Funding Costs”) shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D14.3 For the purposes of D14:
- (a) **“Government of Canada”** includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) **“Government of Manitoba”** includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D14.4 Modified Insurance Requirements
- D14.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D14.4.2 If applicable the Contractor will be required to provide builders’ risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D14.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D14.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days’ prior written notice to the Government of Manitoba in case of insurance cancellation.
- D14.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D14.5 Indemnification By Contractor
- D14.5.1 In addition to the indemnity obligations outlined in C15 of the General Conditions for Goods, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada’s or the Government of Manitoba’s Ministers, officers, servants, employees, or agents, as the case may be.
- D14.6 Records Retention and Audits
- D14.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

- D14.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Goods, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D14.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.
- D14.7 Other Obligations
- D14.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D14.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D14.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D14.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D14.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D14.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

E2. GOODS

- E2.1 The Contractor shall supply, deliver and install fitness equipment in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 - Treadmill shall be full Commercial Grade with a minimum of the following salient features.
- (a) 5.0 HP AC motor with internal cooling fan;
 - (b) Able to withstand a minimum of fifteen (15) hours of usage per day;
 - (c) Electrical 110-Volt, dedicated NEMA 5-20 cord (20 Amp);
 - (d) Dimensions to be a maximum of 85" length x 36" in width x 63" in height;
 - (e) Powder coated aluminum frame;
 - (f) Reversible MDF deck with phenolic coating;
 - (g) Dual personal fans;
 - (h) Hot bar with speed and elevation controls, stop button and contact heart rate monitor;
 - (i) An integrated 'Service' light;
 - (j) LCD screen that does not require an electrical source;
 - (k) Bluetooth, ANT+ and USB port;
 - (l) Open HUB;
 - (m) Incline range minimum of 0-20% in 0.5% increments;
 - (n) Speed range a minimum of 0.5 to 15 mph (0.8 to 24 km/h) in 0.1 mph (0.1 km/h) increments;
 - (o) User weight capacity of 500lbs (227kg) or greater;
 - (p) Include a minimum of twelve (12) programs including Manual, Fat Burn, Target HR, Calorie Burn Goal, Distance Goal, Heart Rate Control and Fitness Test;
 - (q) Silver in colour;
 - (r) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame;
 - (ii) Five (5) year Manufacturer Warranty on all wear items; and
 - (iii) Five (5) year Manufacturer Warranty on all labour;
 - (s) Complete delivery, set-up and training of staff after set-up; and
 - (t) Provide hard copy of Owner's Manual, model and serial numbers upon delivery.
- E2.3 Item No. 2 – Upright Bike shall be full Commercial Grade with a minimum of the following salient features:
- (a) Powder coated steel frame, silver in colour;

- (b) Able to withstand a minimum of fifteen (15) hours of usage per day;
- (c) Dimensions to be a maximum of 46" length x 23" width x 63" height;
- (d) Self-contained power supply (no external power);
- (e) Personal cooling fan;
- (f) Integrated 'Service' light;
- (g) Morse taper bottom bracket, dual sided pedal, extra long 14" pedal strap;
- (h) LCD screen;
- (i) Minimum twelve (12) pre-programmable workouts including; Heart Rate, Auto Pilot, Warm-Up and Fitness Test;
- (j) Bluetooth, ANT+ and USB port
- (k) Open HUB;
- (l) Include a minimum of 20 levels of resistance;
- (m) Include easy ratchet seat adjustment;
- (n) Wheels for moving;
- (o) User weight capacity of 350 lbs (159 kg) or greater;
- (p) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame;
 - (ii) Five (5) year Manufacturer Warranty on all wear items; and
 - (iii) Five (5) year Manufacturer Warranty on all labour;
- (q) Complete delivery, set-up and training of staff after set-up; and
- (r) Provide hard copy of Owner's Manual, model and serial numbers upon delivery.

E2.4 Item No. 3 – Recumbent Bike shall be full Commercial Grade with a minimum of the following salient features:

- (a) Powder coated steel frame, silver in colour;
- (b) Able to withstand a minimum of fifteen (15) hours of usage per day;
- (c) Dimensions to be a maximum of 65" length x 28" width x 60" height;
- (d) Self-contained power supply (no external power);
- (e) Personal cooling fan;
- (f) Integrated 'Service' light;
- (g) Morse taper bottom bracket, dual sided pedal, extra long 14" pedal strap;
- (h) LCD screen;
- (i) Minimum twelve (12) pre-programmable workouts including; Heart Rate, Auto Pilot, Warm-Up and Fitness Test;
- (j) Bluetooth, ANT+ and USB port
- (k) Open HUB;
- (l) Include a minimum of 20 levels of resistance;
- (m) Include wrap-around adjustment bar for easy seat adjustment;
- (n) Easy access walk-thru design;
- (o) Mesh back contoured seat
- (p) Fold-down armrests;
- (q) Wheels for moving;
- (r) User weight capacity of 350 lbs (159 kg) or greater;

- (s) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame;
 - (ii) Five (5) year Manufacturer Warranty on all wear items; and
 - (iii) Five (5) year Manufacturer Warranty on all labour;
 - (t) Complete delivery, set-up and training of staff after set-up; and
 - (u) Provide hard copy of Owner's Manual, model and serial numbers upon delivery.
- E2.5 Item No. 4 – Upright Air Fit Bike shall be full Commercial Grade with a minimum of the following salient features:
- (a) Powder coated steel frame, black in colour;
 - (b) Able to withstand a minimum of fifteen (15) hours of usage per day;
 - (c) Dimensions to be a maximum of 51" length x 29" width x 58" height;
 - (d) Resistance created by user through fan/wind resistance;
 - (e) Battery powered display feedback including RPM, Time, Speed, Distance, HR, Calories, Watts;
 - (f) Adjustable stainless-steel seat slide and hardware materials;
 - (g) Wheels for easy moving;
 - (h) Minimum user size range of 4'11" to 6'8" (150-203 cm) tall;
 - (i) User weight capacity of 350 lbs (159 kg) or greater;
 - (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; and
 - (iii) Five (5) year Manufacturer Warranty on all labour;
 - (k) Complete delivery, set-up and training of staff after set-up; and
 - (l) Provide hard copy of Owner's Manual, model and serial numbers upon delivery.
- E2.6 Item No. 5 – Elliptical with Rear Drive and Side Entry shall be full Commercial Grade with a minimum of the following salient features:
- (a) Powder coated steel frame, grey in colour;
 - (b) Able to withstand a minimum of fifteen (15) hours of usage per day;
 - (c) Self-Powered;
 - (d) Personal fan;
 - (e) Moving handlebars with ergonomic hand grips offering multiple hand positions;
 - (f) Articulating foot pads with 18" stride length;
 - (g) Dimensions to be a maximum of 86" length x 36" width x 73" height
 - (h) Minimum of twelve (14) pre-programmable workouts;
 - (i) Minimum of twenty (20) levels of resistance;
 - (j) LDC display screen;
 - (k) Bluetooth, ANT+ and USB port;
 - (l) Open HUB;
 - (m) Integrated 'Service' light;
 - (n) User weight capacity to be 400 lbs or greater;
 - (o) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame;
 - (ii) Five (5) year Manufacturer Warranty on all wear items; and

- (iii) Five (5) year Manufacturer Warranty on all labour;
 - (p) Complete delivery, set-up and training of staff after set-up; and
 - (q) Provide hard copy of Owner's Manual, model and serial numbers upon delivery.
- E2.7 Item No. 6 – Step mill shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Powder coated steel frame, black in colour;
 - (b) Dimensions to be a maximum of 58" length x 34" width x 89" height;
 - (c) Revolving staircase with eight (8) steps, 8" (20cm) high, 10" (25cm) deep and 22" (56cm) wide;
 - (d) Step rate range from 24 to 162 steps per minute;
 - (e) Electrical requirement: 12V/5-amp power supply;
 - (f) Electronically controlled alternator with chain drive;
 - (g) LCD display screen with tablet holder;
 - (h) Bluetooth connectivity and USB port;
 - (i) Minimum 14 pre-programmable workouts;
 - (j) Hot Bar Functions to include stop button, heart rate and level control;
 - (k) User weight capacity 350 lbs (159 kg) or greater;
 - (l) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame;
 - (ii) Five (5) year Manufacturer Warranty on all wear items; and
 - (iii) Five (5) year Manufacturer Warranty on all labour;
 - (m) Complete delivery, set-up and training of staff after set-up; and
 - (n) Provide hard copy of Owner's Manual, model and serial numbers upon delivery.
- E2.8 Item No. 7 – Jacobs Ladder shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Non-motorized, self-powered (no external power);
 - (b) 40-degree angle;
 - (c) Frame made from Welded Tabular Steel;
 - (d) Dimensions to be a maximum of 32" in width x 76" in length x 66" in height;
 - (e) Rung steps made from solid Maple;
 - (f) Digital Readouts include: Elapsed Time, Feet Climbed; Rate (feet/min), Calories burned;
 - (g) Warranty to include a minimum of the following:
 - (i) Four (4) years Manufacturer Warranty on all parts; and
 - (ii) One (1) year Manufacturer Warranty on labour.
 - (h) Complete delivery, set up and training of staff after set up; and
 - (i) Provide hard copy of Owner's Manual, model and serial numbers upon delivery.
- E2.9 Item No. 8 – Rowing Machine shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Aluminum rail with stainless-steel track;
 - (b) Dimensions to be a maximum of 96" length x 24" width x 14" seat height;
 - (c) Self-Powered, with exception of display monitor;
 - (d) Black in colour;

- (e) Ergonomic handle and adjustable foot rests;
- (f) Nickle-plated chain;
- (g) Damper controls on flywheel;
- (h) Wheels for transport;
- (i) Display monitor that provides data including: pace, watts, stroke rate and calories;
- (j) Bluetooth and ANT+ connectivity;
- (k) User weight capacity to be 500 lbs (227 kg) or greater;
- (l) Warranty to include a minimum of the following:
 - (i) Five (5) year Manufacturer Warranty on frame parts; and
 - (ii) Two (2) year Manufacturer Warranty on all other parts.
- (m) Complete delivery, set up and training of staff after set up; and
- (n) Provide hard copy of Owner's Manual, model and serial numbers upon delivery.

E2.10 Item No. 9 – Compact Rope Trainer shall be full Commercial Grade with a minimum of the following salient features:

- (a) Magnetic brake system;
- (b) Resistance range from 1 to 200 lbs (0.5 – 90.7 kg);
- (c) Electronic display that tracks distance, time, speed, and calories burned;
- (d) Bi-directional rope pulling;
- (e) Removable seat for standing workouts;
- (f) No AC power source required;
- (g) Dimensions 94" height x 49" length x 40" width;
- (h) Warranty to include a minimum of the following:
 - (i) Lifetime Manufacturer Warranty on frame;
 - (ii) 1 year Manufacturer Warranty on mechanical parts; and
 - (iii) 1 year Manufacturer Warranty on labour;
- (i) Complete delivery, set up and training of staff after set up; and
- (j) Provide hard copy of Owner's Manual, model and serial numbers upon delivery.

E2.11 Item No. 10 – Adjustable Bench on Wheels shall be full Commercial Grade with a minimum of the following salient features:

- (a) Backrest can be adjusted to different positions from decline to upright, from -15 to +80 degrees;
- (b) Weight bearing adjustment system;
- (c) Wheels for transport;
- (d) Steel frame, Grey in colour with black upholstery;
- (e) Dimensions 63" in length x 37" in width' x 35" in height;
- (f) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame including moving parts and weld;
 - (ii) One (1) year Manufacturer Warranty on labour; and
 - (iii) 180 Day Manufacturer Warranty on upholstery.
- (g) Complete delivery and set up.

E2.12 Item No. 11 – Adjustable Bench shall be full Commercial Grade with a minimum of the following salient features:

- (a) Backrest can be adjusted to 7 different positions from flat to upright: 15, 35, 45, 55, 65, 75 and 85 degrees;
- (b) Weight bearing adjustment system;
- (c) Wheels for transport;
- (d) Steel frame, Grey in colour with black upholstery;
- (e) Dimensions 47" in length x 31" in width' x 17" in height;
- (f) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame including moving parts and weld;
 - (ii) One (1) year Manufacturer Warranty on labour; and
 - (iii) 180 Day Manufacturer Warranty on upholstery.
- (g) Complete delivery and set up.

E2.13 Item No. 12 – Adjustable Flat Bench shall be full Commercial Grade with a minimum of the following salient features:

- (a) Adjusts from flat to incline of 10-degrees;
- (b) Steel frame, Grey in colour with black upholstery;
- (c) Wheels for transport;
- (d) Dimensions 50" in length x 30" in width x 25" in height;
- (e) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame including moving parts and weld;
 - (ii) One (1) year Manufacturer Warranty on labour; and
 - (iii) 180 Day Manufacturer Warranty on upholstery.
- (f) Complete delivery and set up.

E2.14 Item No. 13 – Long Incline Bench shall be full Commercial Grade with a minimum of the following salient features:

- (a) Backrest adjusts to 5 different positions;
- (b) Angled rubber footplates;
- (c) Wheels for transport;
- (d) Steel frame, Grey in colour with black upholstery;
- (e) Dimensions 56" in length x 38" in width x 48" in height;
- (f) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame including moving parts and weld;
 - (ii) One (1) year Manufacturer Warranty on labour; and
 - (iii) 180 Day Manufacturer Warranty on upholstery.
- (g) Complete delivery and set up.

E2.15 Item No. 14 – Incline Hyper Extension shall be full Commercial Grade with a minimum of the following salient features:

- (a) Angled thigh pads
- (b) Angled footplates;
- (c) Steel frame with black upholstery;
- (d) Approximate dimensions 53" in length x 36" in width x 36" in height;
- (e) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame including moving parts and weld;
 - (ii) One (1) year Manufacturer Warranty on labour; and

- (iii) 180 Day Manufacturer Warranty on upholstery.
 - (f) Complete delivery and set up.
- E2.16 Item No. 15 – Adjustable Decline Abdominal/Leg Raise shall be full Commercial Grade with a minimum of the following salient features:
- (a) Spring assisted incline adjustment;
 - (b) Handgrips under calf pad;
 - (c) Steel frame, Grey in colour with black upholstery;
 - (d) Dimensions 74" in length x 36" in width x 45" in height;
 - (e) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame including moving parts and weld;
 - (ii) One (1) year Manufacturer Warranty on labour; and
 - (iii) 180 Day Manufacturer Warranty on upholstery.
 - (f) Complete delivery and set up.
- E2.17 Item No. 16 – Preacher's Curl Bench shall be full Commercial Grade with a minimum of the following salient features:
- (a) Steel frame, Grey in colour with black upholstery;
 - (b) Adjustable seat and pad height;
 - (c) Removable seat;
 - (d) Bench useable from both sides;
 - (e) Includes supports for dumbbells
 - (f) Standard weight storage horns;
 - (g) Dimensions 48" in length x 45" in width x 45" in height;
 - (h) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame including moving parts and weld;
 - (ii) One (1) year Manufacturer Warranty on labour; and
 - (iii) 180 Day Manufacturer Warranty on upholstery.
 - (i) Complete delivery and set up.
- E2.18 Item No. 17 – Olympic Flat/Decline Bench with Pivots shall be full Commercial Grade with a minimum of the following salient features:
- (a) Steel frame, Grey in colour with black upholstery;
 - (b) Spring assisted adjustment from flat to 22 degrees angle;
 - (c) Pivot??
 - (d) Removable roller pads;
 - (e) Standard weight storage horns;
 - (f) Moulded protective racking system;
 - (g) Dimensions 93" in length x 66" in width x 52" in height;
 - (h) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame including moving parts and weld;
 - (ii) One (1) year Manufacturer Warranty on labour; and
 - (iii) 180 Day Manufacturer Warranty on upholstery.
 - (i) Complete delivery and set up.
- E2.19 Item No. 18 – Leg Curl / Extension Combo shall be full Commercial Grade with a minimum of the following salient features:

- (a) Selectorized weight stack, minimum 205 lb (93 kg);
- (b) Dual function unit;
- (c) Adjustable back rest;
- (d) Pull-pin drops back rest into flat position for lying leg curl;
- (e) Self-aligning roller pads for different user heights;
- (f) Dimensions 71" in length x 36" in width;
- (g) Frame colour Grey with Black upholstery
- (h) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturers Warranty on frame and moving parts, welds & weight stack plates;
 - (ii) Five (5) year Manufacturers Warranty on parts including but not limited to: pulleys, bearings and guide rods;
 - (iii) Three (3) year Manufacturer Warranty on labour and other parts not specified; and
 - (iv) One (1) year Manufacturer Warranty on upholstery and grips.
- (i) Complete delivery, set up and training of staff after set up; and
- (j) Provide hard copy of Owner's Manual, model and serial numbers upon delivery.

E2.20 Item No. 19 – Adductor/Abductor Combo shall be full Commercial Grade with a minimum of the following salient features:

- (a) Selectorized weight stack, minimum 310 lb (141 kg);
- (b) Dual function unit;
- (c) Transformation handle also sets range of motion;
- (d) Tapered thigh pads and adjustable backrest;
- (e) Dimensions 81" in length x 80" in width x 61" in height;
- (f) Frame colour: Grey with Black upholstery;
- (g) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturers Warranty on frame and moving parts, welds & weight stack plates;
 - (ii) Five (5) year Manufacturers Warranty on parts including but not limited to: pulleys, bearings and guide rods;
 - (iii) Three (3) year Manufacturer Warranty on labour and other parts not specified; and
 - (iv) One (1) year Manufacturer Warranty on upholstery and grips.
- (h) Complete delivery, set up and training of staff after set up; and
- (i) Provide hard copy of Owner's Manual, model and serial numbers upon delivery.

E2.21 Item No. 20 – Seated Leg Press shall be full Commercial Grade with a minimum of the following salient features:

- (a) Selectorized weight stack, minimum 400 lb (181 kg);
- (b) Frame colour Silver;
- (c) Upholstery colour black
- (d) Adjustable seat assembly to select desired range of motion from seated or lying position;
- (e) Overhead pivot points;
- (f) Angled, ergonomic Rubber footplates;
- (g) Dimensions 73" in length x 32" in width x 94" in height;
- (h) Warranty to include a minimum of the following:

- (i) Ten (10) year Manufacturer Warranty on frame and structural moving parts, welds & weight stack plates;
 - (ii) Five (5) year Manufacturer Warranty on parts including but not limited to: weight stack, pulleys and bearings;
 - (iii) Three (3) year Manufacturer Warranty on labour and other parts not specified; and
 - (iv) One (1) year Manufacturer Warranty on upholstery and grips.
 - (i) Complete delivery, set up and training of staff after set up; and
 - (j) Provide hard copy of Owner's Manual, model and serial numbers upon delivery.
- E2.22 Item No. 21 – Reverse Hyper Extension shall be full Commercial Grade with a minimum of the following salient features:
- (a) Frame colour Grey;
 - (b) Upholstery colour Black;
 - (c) Dimensions 68" in length x 57" in width x 65" in height;
 - (d) Adjustable roller pads;
 - (e) Counter balanced lever arm;
 - (f) Plate loaded;
 - (g) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturers Warranty on frame;
 - (ii) Five (5) year Manufacturers Warranty on parts including but not limited to: pulleys and bearings;
 - (iii) Three (3) year Manufacturer Warranty on labour and other parts not specified; and
 - (iv) One (1) year Manufacturer Warranty on upholstery and grips.
 - (h) Complete delivery, set up and training of staff after set up; and
 - (i) Provide hard copy of Owner's Manual, model and serial numbers upon delivery.
- E2.23 Item No. 22 – Hack Squat/Calf Raise shall be full Commercial Grade with a minimum of the following salient features:
- (a) Steel frame Grey in colour with Black upholstery;
 - (b) High-density nylon wheels and stainless steel rails;
 - (c) Sled moves on a 40 degree angle;
 - (d) Adjustable safety catch
 - (e) Plate loaded;
 - (f) Standard weight storage horns;
 - (g) Maximum load of 650 lbs or greater;
 - (h) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturers Warranty on frame;
 - (ii) Five (5) year Manufacturers Warranty on parts including but not limited to: pulleys and bearings;
 - (iii) Three (3) year Manufacturer Warranty on labour and other parts not specified; and
 - (iv) One (1) year Manufacturer Warranty on upholstery and grips.
 - (i) Complete delivery, set up and training of staff after set up; and
 - (j) Provide hard copy of Owner's Manual, model and serial numbers upon delivery.
- E2.24 Item No. 23 – Functional Training System shall be full Commercial Grade with a minimum of the following salient features:
- (a) Dual stack, selectorized weight stack 400 lbs (181 kg) each;

- (b) Corner unit;
- (c) 54" distance between pulleys;
- (d) 4:1 pulley ratio;
- (e) Cable length a minimum of 14.6 feet;
- (f) Accessories included but not limited to: strap handle with "D" ring, nylon ankle strap, revolving solid curl bar; bilateral pressing bar;
- (g) Frame colour: White;
- (h) Dimensions 39" in length x 68" in width x 92" in height;
- (i) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on frame and moving parts, welds & weight stack plates;
 - (ii) Five (5) year Manufacturer Warranty on parts including but not limited to: pulleys, bearings and guide rods;
 - (iii) Three (3) year Manufacturer Warranty on labour and other parts not specified; and
 - (iv) One (1) year Manufacturer Warranty on upholstery and grips.
- (j) Complete delivery, set up and training of staff after set up; and
- (k) Provide hard copy of Owner's Manual, model and serial numbers upon delivery.

E2.25 Item No. 24 – Multi Hex Deadlift/Shrug Bar shall be full Commercial Grade with a minimum of the following salient features:

- (a) Solid steel frame;
- (b) Open design with two handle heights;
- (c) Kickstand for loading and unloading plates;
- (d) Approximate dimensions, 90" length x 30" width x 7" height;
- (e) One (1) year Manufacturer Warranty; and
- (f) Complete delivery and set up.

E2.26 Item No. 25 – International Bi-Tri-Trap Bar shall be full Commercial Grade with a minimum of the following salient features:

- (a) Solid steel frame;
- (b) Rubber grips with multiple hand positions;
- (c) One (1) year Manufacturer Warranty; and
- (d) Complete delivery and set up.

E2.27 Item No. 26 – Olympic Bar shall be full Commercial Grade with a minimum of the following salient features:

- (a) Heat treated steel with minimum tensile strength of 190K PSI;
- (b) 44 lb (20 kg) in weight;
- (c) 87" in length, 28mm Diameter;
- (d) 16" loadable sleeve length;
- (e) Sleeve secured on bar with bar end nut and spring pin;
- (f) Sleeve 1.975" diameter to accommodate 2" Olympic Plates;
- (g) One (1) year Manufacturer Warranty; and
- (h) Complete delivery and set up.

E2.28 Item No. 27 – Olympic Spring Collars shall be full Commercial Grade with a minimum of the following salient features:

- (a) Steel collars, chrome plated;
 - (b) 2" in diameter; and
 - (c) Complete delivery and set up.
- E2.29 Item No. 28 – Rubber Weight Plate Set shall be full Commercial Grade with a minimum of the following salient features:
- (a) Cast Iron plates encased in thick rubber coating;
 - (b) Easy grip handles;
 - (c) Interlocking design;
 - (d) Set includes a minimum of the following:
 - (i) Two 2.5 lb plates;
 - (ii) Four 5 lb plates;
 - (iii) Two 10 lb plates;
 - (iv) Two 25 lb plates;
 - (v) Two 35 lb plates;
 - (vi) Two 45 lb plates
 - (vii) One 7' Olympic Barbell; and
 - (viii) One pair of Olympic Spring Collars
 - (e) Complete delivery and set up.
- E2.30 Item No. 29 – Rubber Weight Plates shall be full Commercial Grade with a minimum of the following salient features:
- (a) Cast Iron plates encased in thick rubber coating;
 - (b) Easy grip handles;
 - (c) Interlocking design;
 - (d) Number of plates needed:
 - (i) Four 25 lb plates;
 - (ii) Four 35 lb plates; and
 - (iii) Four 45 lb plates;
 - (e) Complete delivery and set up.
- E2.31 Item No. 30 – Neoprene Hexagon Dumbbell set with Rack shall be full Commercial Grade with a minimum of the following salient features:
- (a) Neoprene coating;
 - (b) Ergonomic handle;
 - (c) Colour: Black;
 - (d) Approximate dimensions of rack 38" in length, 35" in height and 16" in width at base;
 - (e) Five (5) year Manufacturer Warranty;
 - (f) Dumbbell set to include a minimum of:
 - (i) 10 pairs of 2 lbs;
 - (ii) 9 pairs of 3 lbs;
 - (iii) 8 pairs of 5 lbs;
 - (iv) 7 pairs of 8 lbs;
 - (v) 6 pairs of 10 lbs; and
 - (vi) One Storage Rack
 - (g) Complete delivery and set up.

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

- (a) Neoprene coating;
- (b) Ergonomic handle;
- (c) Colour: Black;
- (d) Five (5) year Manufacturer Warranty;
- (e) Number of dumbbells required:
 - (i) 4 pairs of 12 lbs; and
 - (ii) 4 pairs of 15 lbs.
- (f) Complete delivery and set up.

E2.33 Item No. 32 – Octagonal Urethane Dumbbells shall be full Commercial Grade with a minimum of the following salient features:

- (a) Solid steel weight heads;
- (b) High grade cast polyurethane encased;
- (c) Three (3) year Manufacturer Warranty;
- (d) Number of Dumbbells required:
 - (i) Two (2) set of weights from 5 – 50 lbs consisting of the following:
 - (i) 1 pair of 5 lbs;
 - (ii) 1 pair of 10 lbs;
 - (iii) 1 pair of 15 lbs;
 - (iv) 1 pair of 20 lbs;
 - (v) 1 pair of 25 lbs;
 - (vi) 1 pair of 30 lbs;
 - (vii) 1 pair of 35 lbs;
 - (viii) 1 pair of 40 lbs;
 - (ix) 1 pair of 45 lbs; and
 - (x) 1 pair of 50 lbs.
 - (b) One (1) set of weights from 7.5 – 27.5 lbs consisting of the following:
 - (i) 1 pair of 7.5 lbs;
 - (ii) 1 pair of 12.5 lbs;
 - (iii) 1 pair of 17.5 lbs;
 - (iv) 1 pair of 22.5 lbs; and
 - (v) 1 pair of 27.5 lbs.
 - (ii) One (1) set of weights from 55 – 100 lbs consisting of the following:
 - (i) 1 pair of 55 lbs;
 - (ii) 1 pair of 60 lbs;
 - (iii) 1 pair of 65 lbs;
 - (iv) 1 pair of 70 lbs;
 - (v) 1 pair of 75 lbs;
 - (vi) 1 pair of 80 lbs;
 - (vii) 1 pair of 85 lbs;
 - (viii) 1 pair of 90 lbs;
 - (ix) 1 pair of 95 lbs; and
 - (x) 1 pair of 100 lbs.
 - (iii) One (1) pair of 110 lbs; and

- (iv) One (1) pair of 120 lbs.
 - (e) Complete delivery and set-up.
- E2.34 Item No. 33. – Rubber Hex Dumbbells shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Solid steel shaft with ergonomic handles;
 - (b) One (1) year Manufacture Warranty;
 - (c) Number of dumbbells required:
 - (i) Two (5) sets of weights from 5 – 50 lbs consisting of the following:
 - (i) 1 pair of 5 lbs;
 - (ii) 1 pair of 10 lbs;
 - (iii) 1 pair of 15 lbs;
 - (iv) 1 pair of 20 lbs;
 - (v) 1 pair of 25 lbs;
 - (vi) 1 pair of 30 lbs;
 - (vii) 1 pair of 35 lbs;
 - (viii) 1 pair of 40 lbs;
 - (ix) 1 pair of 45 lbs; and
 - (x) 1 pair of 50 lbs.
 - (d) Complete delivery and set-up.
- E2.35 Item No. 34 – Three Tier Tray Style Dumbbell Rack shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Each Tray minimum 15.5” deep and are rubber lined;
 - (b) Ergonomically angled trays;
 - (c) Dimensions approximately 98” in length x 49” in height x 23” in depth at base;
 - (d) Solid steel constructions, colour black;
 - (e) Five (5) year Manufacturer Warranty; and
 - (f) Complete delivery and set-up.
- E2.36 Item No. 35 – UMAX Urethane Barbells – Straight shall be full Commercial Grade with a minimum of the following salient features:
 - (a) Six (6) year Manufacturer Warranty;
 - (b) Number of Barbells Required:
 - (i) Two (2) set of barbells from 20 – 110 lbs consisting of the following:
 - (i) 1 x 20 lbs;
 - (ii) 1 x 30 lbs;
 - (iii) 1 x 40 lbs;
 - (iv) 1 x 50 lbs;
 - (v) 1 x 60 lbs;
 - (vi) 1 x 70 lbs;
 - (vii) 1 x 80 lbs;
 - (viii) 1 x 90 lbs;
 - (ix) 1 x 100 lbs; and
 - (x) 1 x 110 lbs.
 - (c) Complete delivery and set-up.

- E2.37 Item No. 36 – Fixed Barbell Rack for Ten (10) Barbells shall be full Commercial Grade with a minimum of the following salient features:
- (a) Solid Steel frame, colour black or silver;
 - (b) Approximate dimensions 32" in length x 40" in width x 58" in height;
 - (c) Ten (10) year Manufacturer Warranty on Frame; and
 - (d) Complete delivery and set-up.
- E2.38 Item No. 37 – Kettlebells shall be full Commercial Grade with a minimum of the following salient features:
- (a) First run iron ore;
 - (b) Single-piece casting with flat, wobble-free base;
 - (c) Powder-coat finish, colour matte black;
 - (d) One (1) year Manufacture Warranty;
 - (e) Number of Kettlebells required:
 - (i) 2 x 5 lbs;
 - (ii) 1 x 10 lbs;
 - (iii) 1 x 15 lbs;
 - (iv) 1 x 20 lbs;
 - (v) 1 x 50 lbs;
 - (vi) 1 x 60 lbs;
 - (vii) 1 x 70 lbs; and
 - (viii) 1 x 80 lbs.
 - (f) Complete delivery and set up.
- E2.39 Item No. 38 – Plate Tree shall be full Commercial Grade with a minimum of the following salient features:
- (a) Standard steel frame, colour black;
 - (b) Six (6) to eight (8) horns;
 - (c) Five (5) year Manufacturer Warranty; and
 - (d) Complete delivery and set-up
- E2.40 Item No. 39 – Vertical Machine Bar Rack shall be full Commercial Grade with a minimum of the following salient features:
- (a) Dimensions 18" in depth x 17" in width x 48" in height;
 - (b) Holds a minimum of 15 pieces of equipment;
 - (c) Stand colour: Black;
 - (d) Five (5) year Manufacturer Warranty on Frame; and
 - (e) One (1) year Manufacturer Warranty on all other parts.
- E2.41 Item No. 40 – Freedom Rack shall be full Commercial Grade with a minimum of the following salient features:
- (a) Steel frame, silver in colour;
 - (b) Dimensions 83" (211 cm) length x 75" (191 cm) width x 90" (229 cm) height;
 - (c) Unit allows for simultaneous bar movement both vertically and horizontally;
 - (d) Multiple bar rack safety catches for forward, rear and lower racking;
 - (e) Integrated multi-grip pull-up station;
 - (f) Rubber feet for floor protection;

- (g) Includes custom rotating 44 lb (20 kg) Olympic bar;
- (h) Max load capacity 500 lbs (227 kg) or greater;
- (i) Complete Olympic plate storage;
- (j) Warranty to include a minimum of the following:
 - (i) Ten (10) year Manufacturer Warranty on structural frame
 - (ii) Five (5) year Manufacturer Warranty on major mechanical component parts including but not limited to: guide rods, plates and bearings;
 - (iii) One (1) year Manufacturer Warranty on labour and other parts not specified; and
- (k) Complete delivery, set up and training of staff after set up; and
- (l) Provide hard copy of Owner's Manual, model and serial numbers upon delivery.

E2.42 Item No. 41 – Sleeved Resistance Tubing shall be full Commercial Grade with a minimum of the following salient features:

- (a) Sleeved rubber tubing;
- (b) Padded textured handles;
- (c) Five colour coded levels of resistance;
- (d) Number of bands needed:
 - (i) 8 x level 1 resistance;
 - (ii) 8 x level 2 resistance;
 - (iii) 8 x level 3 resistance;
 - (iv) 8 x level 4 resistance; and
 - (v) 8 x level 5 resistance;
- (e) Complete delivery and set up.

E2.43 Item No. 42 – Tri-Fold Mats shall be full Commercial Grade with a minimum of the following salient features:

- (a) Folding panel style;
- (b) Dimensions 4' in width x 8' in length x 2.5" in depth;
- (c) 18 oz PVC vinyl fabric;
- (d) Core EPE foam;
- (e) Foam passes standard smolder resistance of resilient filling material test;
- (f) Free of latex, lead, phthalate;
- (g) Mildew, rot and UV resistant;
- (h) Colour – Black;
- (i) 90 Day Manufacturer Warranty on defects; and
- (j) Complete delivery and set up.

E2.44 Item No. 43 - Body Bars Storage Rack shall be full Commercial Grade with a minimum of the following salient features:

- (a) Powder-Coated Steel Construction;
- (b) Upright storage with caster wheels for mobility;
- (c) Holds 24 Body Bars;
- (d) Dimensions: 32" in length x 21" in width x 48" in height; and
- (e) Complete delivery and set-up.

E2.45 Item No. 44 – Rubber Matting shall be full Commercial Grade with a minimum of the following salient features:

- (a) Recycled rubber mat;
- (b) Smooth/Checker plate;
- (c) Dimensions 8' in length x 4' in width x 3/8" in depth; and
- (d) Complete delivery and set-up.

E3. APPROVED PRODUCTS

E3.1 Subject to E1.2, the following products are approved;

- (a) Star Trac 8-TR Treadmill with LCD is an approved product for Item No. 1;
- (b) Star Track 8-UB Upright Bike with LCD is an approved product for Item No. 2;
- (c) Star Track 8-RBx Recumbent Bike with LCD is an approved product for Item No. 3
- (d) StairMaster HITT Bike with console is an approved product for Item No. 4;
- (e) Star Track 8-RDE Rear Drive Elliptical with LCD is an approved product for Item No. 5;
- (f) StairMaster Gauntlet 8G with LCD is an approved product for Item No. 6;
- (g) Concept 2 Model D Indoor Rowing Machine with PM5 is an approved product for Item No. 8;
- (h) Marpo Kinetics VLT Compact Rope Trainer is an approved product for Item No. 9;
- (i) Atlantis B-279 Adjustable Bench (-15 degrees to +80 degrees) is an approved product for Item No. 10;
- (j) Atlantis B-177 Adjustable Bench is an approved product for Item No. 11;
- (k) Atlantis B-182 Adjustable Flat Bench is an approved product for Item No. 12;
- (l) Atlantis B-176 Long Incline Bench is an approved product for Item No. 13;
- (m) Atlantis A-166 Adjustable Decline Abdominal/Leg Raise is an approved product for Item No. 15;
- (n) Atlantis B-856 Poliquin Seated Precher Curl Bench is an approved product for Item No. 16;
- (o) Atlantis P-339 Olympic Flat/Decline Bench Press (with pivot) is an approved product for Item No. 17;
- (p) Atlantis C-230 Leg Extension / Leg Curl Combo is an approved product for Item No. 18;
- (q) Atlantis C-329 Adductor / Abductor Combo is an approved product for Item No. 19;
- (r) Atlantis C-403 Horizontal Leg Press is an approved product for Item No. 20;
- (s) Atlantis D-215 Reverse Hyper Extension is an approved product for Item No. 21;
- (t) Atlantis C-423 Hack Squat/Calf Raise is an approved product for Item No. 22;
- (u) Atlantis NM-205 Dynamic Functional Training System is an approved product for Item No.23;
- (v) YORK "Multi Hex" Deadlift/Shrug Bar is an approved product for Item No. 24;
- (w) YORK International "Bi-Tri-Trap "Bar with Rubber Grips is an approved product for Item No. 25;
- (x) YORK Men's Elite Olympic Training Weight Bar 32002 is an approved product for Item No.26
- (y) YORK Olympic 2" Spring Collar is an approved product for Item No. 27;
- (z) YORK G-2 Rubber Olympic Plate Set is an approved product for Item No. 28;
- (aa) YORK G-2 Rubber Olympic Weight Plates are an approved product for Item No. 29;
- (bb) YORK Neoprene Hexagon Fitbell Club Pack with Rack is an approved product for Item No. 30;
- (cc) YORK Neoprene Hexagon Fitbell is an approved product for Item No. 31;

- (dd) UMAX U2 Polyurethane Dumbbells are an approved product for Item No. 32;
- (ee) YORK Rubber Hex Dumbbells are an approved product for Item No. 33;
- (ff) YORK Hex Professional Tray 3 Tier Dumbbell Rack is an approved product for Item No. 34;
- (gg) UMAX Urethane Barbells are an approved product for Item No. 35;
- (hh) YORK ETS Fixed Straight and Curl Barbell Rack is an approved product for Item No. 36;
- (ii) YORK Vertical Machine Bar Rack is an approved product for Item No. 39;
- (jj) Nautilus Plate Loaded Freedom Rack NPL8507 is an approved product for Item No. 40;
- (kk) Apple Athletic Products are an approved product for Item No. 42.
- (ll) Ultrafit Fitness Bar Storage Rack is an approved product for Item No. 43;

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

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