

THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 263-2012

SUPPLY, DELIVERY, AND ASSEMBLY OF FURNITURE FOR 1120 WAVERLEY AVENUE

TABLE OF CONTENTS

PARTA	- BID SUBMISSION		
	n A: Bid n B: Prices	1 3	
PART B	- BIDDING PROCEDURES		
B2. B3. B4. B5. B6. B7. B8. B9. B10. B11. B12.	Contract Title Submission Deadline Enquiries Addenda Substitutes Bid Submission Bid Prices Qualification Opening of Bids and Release of Information Irrevocable Bid Withdrawal of Bids Evaluation of Bids Award of Contract	1 1 1 1 2 2 3 4 4 5 5 6 6	
PART C	- GENERAL CONDITIONS		
C0.	General Conditions	1	
PART D	- SUPPLEMENTAL CONDITIONS		
D2. D3. D4. D5.	General Conditions Scope of Work Contract Administrator Ownership of Information, Confidentiality and Non Disclosure Notices	1 1 1 1	
D6.	missions Authority to Carry on Business Insurance	2	
D8.	edule of Work Commencement Delivery	2	
D10. D11.	surement and Payment . Invoices . Payment . Payment	3 3	
	ranty . Warranty	3	
PART E - SPECIFICATIONS			
	eral Applicable Specifications and Drawings Goods	1	

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY, DELIVERY, AND ASSEMBLY OF FURNITURE FOR 1120 WAVERLEY AVENUE

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 4, 2012.
- B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B3.2 If the Bidder finds errors, discrepancies or omissions in the 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 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B3.6 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. ADDENDA

- B4.1 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.
- B4.2 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.
- B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/bidopp.asp
- B4.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B5. SUBSTITUTES

- B5.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 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.
- B5.4 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.
- B5.5 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.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B5.8 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 B13.
- B5.9 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.
- B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B13.1(a).

B6. BID SUBMISSION

- B6.1 The Bid shall consist of the following components:
 - (a) Form A: Bid;

- (b) Form B: Prices;
- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 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, to constitute a responsive Bid.
- B6.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.5 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

- B6.5.1 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.
- B6.6 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B13.1(a).
- B6.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204-949-1178.
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B7. BID

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 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.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 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.
- B7.4 Paragraph 8 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.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B7.5 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.

B8. PRICES

- B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B8.1.1 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.
- B8.2 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.
- B8.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9. QUALIFICATION

- B9.1 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.
- B9.2 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

- B9.3 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);
- B9.4 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.
- B9.5 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.

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

- B10.1 Bids will not be opened publicly.
- B10.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt
- B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt
- B10.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B11. IRREVOCABLE BID

- B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B11.2 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.

B12. WITHDRAWAL OF BIDS

- B12.1 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.
- B12.1.1 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.
- B12.1.2 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 8 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B12.1.3 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 8 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.
- B12.2 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 B11.2 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.

B13. EVALUATION OF BIDS

- B13.1 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 B9 (pass/fail);
 - (c) Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B5;
 - (e) costs to the City of administering multiple contracts
- B13.2 Further to B13.1(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.
- B13.3 Further to B13.1(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.
- B13.4 Further to B13.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B13.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B13.4.2 Further to B13.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B13.5 This Contract may be awarded as a whole or separately in sections as identified on Form B: Prices.
- B13.5.1 Notwithstanding B8.1, the Bidder may, but is not required to, bid on all sections.
- B13.5.2 Notwithstanding B14.3, 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.

B14. AWARD OF CONTRACT

B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

- B14.2 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.
- B14.2.1 Without limiting the generality of B14.2, 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.
- B14.3 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 B13.
- B14.3.1 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.
- B14.4 Notwithstanding C4 and Paragraph 5 of Form A: Bid, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B14.5 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

CO. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of supply, delivery and assembly of furniture for 1120 Waverley Avenue. .
- D2.1.1 Any assembly required shall be assembled on-site. The Contractor shall confirm assembly requirements with the Contract Administrator.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Iain Currie
Project Officer
Planning, Property and Development Department
4th Floor 185 King Street

Telephone No.: 204- 986-3874 Facsimile No.: 204- 986-7311

D4. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D4.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D4.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D4.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
 - (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D4.4 A Contractor who violates any provision of D4 may be determined to be in breach of Contract. Notices.

D5. NOTICES

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

The City of Winnipeg Chief Financial Officer

Facsimile No.: 204-949-1174

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

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

D7. INSURANCE

- D7.1 The Contractor shall provide and maintain the following insurance coverage:
 - (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- D7.2 Deductibles shall be borne by the Contractor.
- D7.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4 for the return of the executed Contract.
- D7.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

SCHEDULE OF WORK

D8. COMMENCEMENT

- D8.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D8.2 The Contractor shall not commence any Work until:
 - (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (iii) evidence of the insurance specified in D7;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D8.3 The city intends to award this Contract by May 10, 2012

D9. DELIVERY

D9.1 Goods shall be delivered by June 22, 2012, f.o.b. destination, freight prepaid to: 1120 Waverley Avenue

Winnipeg, Manitoba

D9.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.

MEASUREMENT AND PAYMENT

D10. INVOICES

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

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

Facsimile No.: 204-949-0864 Email: CityWpgAP@winnipeg.ca

- D10.2 Invoices must clearly indicate, as a minimum:
 - (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of goods delivered;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D10.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D10.4 Bids Submissions must be submitted to the address in B6.5.

D11. PAYMENT

D11.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D12. PAYMENT SCHEDULE

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

WARRANTY

D13. WARRANTY

D13.1 Notwithstanding C11.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C11.2 to C11.3, in which case it shall expire when provided for thereunder.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 The following are applicable to the Work:

Drawing No.	Drawing Name/Title
263-2012_Drawing_A1-R0	Overall Furniture Plan
263-2012_Drawing_A2-R0	IST Workstation Typical Plan
263-2012_Drawing_A3-R0	Private Office Plan
263-2012_Drawing_A4-R0	SWS Manager's Office #9 Plan
263-2012_Drawing_A5-R0	IST Manager's Office #1, #8 Plan
263-2012_Drawing_A6-R0	SWS Workstation Plan
263-2012_Drawing_A7-R0	SWS Clerk's Workstation Plan
263-2012_Drawing_A8-R0	SWS Open Workstation Plan
263-2012_Drawing_A9-R0	Field Staff Workstation Plan
263-2012_Drawing_A10-R0	SWS Student Desk
263-2012_Drawing_A11-R0	IST Workroom Plan
263-2012_Drawing_A12-R0	IST Consultant Desk
263-2012_Drawing_A13-R0	Reception Desk
263-2012_Drawing_A14-R0	Office Storage Plan
263-2012_Drawing_A15-R0	Map Storage Plan

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B5.

E2. GOODS

- E2.1 The Contractor shall supply, deliver and install the furniture in accordance with the requirements hereinafter specified.
- E2.2 Section 1: Systems Furniture.
- E2.2.1 Pre-approved products for System Furniture includes Steelcase Avenue.
- E2.2.2 Items Included in Systems Furniture
 - (a) Item No. 1: IST Workstations
 - (b) Item No. 2: Private Offices
 - (c) Item No. 3: SWS Manager's Office (Office #9)
 - (d) Item No. 4: IST Manager's Office (Office #1, #8)
 - (e) Item No. 5: SWS Workstations

- (f) Item No. 6: SWS Clerk's Workstations
- (g) Item No. 7: SWS Open Workstations
- (h) Item No. 8: Field Staff Workstations
- (i) Item No. 9: Field Staff Hoteling Stations
- (j) Item No. 10: Student Desks
- (k) Item No. 11: IST Workroom Desks
- (I) Item No. 12: IST Consultant Stations
- (m) Item No. 14: Lockable Storage Cabinets
- (n) Item No. 29: Office Meeting Tables
- (o) Item No. 49: Reception Desk
- (p) Item No. 50: Countertops over Filing Cabinets
- E2.2.3 Product must be Cradle to Cradle Silver Cradle to Cradle certified. Product must be SCS Indoor Advantage certified. Product must feature lifetime warranty- including parts and labour.
 - (a) Panels
 - (i) Shall be a minimum of 3" non-dedicated steel frame, built up using vertical uprights and horizontal connecting bars, allowing maximum flexibility for changing of heights. Thickness also accommodates a higher degree of power and data capabilities.
 - (ii) Shall have ability to provide power in the base, above desk and in 12" increments within the panel to accommodate ongoing technology changes. Base and desk height within the same frame is critical to installation
 - (iii) Panel fabric shall be Grade 1 level fabric selection.
 - (iv) Panel heights shall be no higher than 57" high. Refer to individual drawings for heights.
 - (v) Technology skins shall be available as an integral part of the panel to ensure clean desk height power/voice/data without defacing the panel skin
 - (vi) All Panel skins shall be tackable/acoustical and also available in glass, steel (painted, ribbed and perforated), slat wall integrated skins, marker board integrated skins, laminate, wood, and technology. All skins shall be removable for easy replacement and to allow ongoing access to wire and cable management within the frame.
 - (vii) Panels shall be open core and non-dedicated with the ability to change skins in the field for future flexibility.
 - (viii) Panels shall have the ability to be segmented on one side and monolithic on the other side.
 - (ix) All Panel frames shall have stack capability to a minimum of 90"h for future configuration.
 - (x) Panels shall have the ability to accept power pole at any location along the top of the panel. This is critical to ensuring efficient placement of poles. Base feed option shall also be available.
 - (xi) Shall accept hang on components at 1" increments within the panel frame.
 - (xii) All top caps, end trims and base plates shall be steel.
 - (xiii) Shall have a full range of accessories to compliment the steel slat wall integrated tiles.
 - (xiv) Reception Desk panels shall receive wood panels on the front face.
 - (b) Work surfaces and supports

- (i) Edge banding shall be pvc-free to avoid long-term human and environmental impact and future requirements for disposal of PVC's.
- (ii) Work surfaces shall be a minimum of 1 1/8" thickness.
- (iii) Work surfaces shall be High Pressure Laminate only.
- (iv) All work surfaces and transaction counter surfaces shall be high pressure laminate with impact resistant pvc-free edging.
- (v) Work surfaces shall be one continuous level
- (vi) Work surfaces shall feature scallops at the back edge to avoid using plastic grommet covers.
- (vii) All supports are able to be (what is being said here) removed and repositioned later without any permanent damage to panels or skins.
- (viii) Shall include vertical panel slots so that work surfaces can be mounted at 1" increments
- (ix) Shall require same cantilever support is useable on 18" 24," or 30" depth work surfaces to simplify inventory management and future reconfiguration.
- (x) All supports shall be steel.
- (xi) Shall require same cantilever support is used left or right or shared for surfaces. Cantilever shall be able to switch between three applications without requiring tools or fasteners except those attaching the cantilever to the surface.
- (xii) Reception desk shall have one barrier free work surface area to meet the City of Winnipeg's Universal design criteria.

(c) Storage

- (i) Lower storage pedestals, Towers, overhead storage units and lateral files shall be steel construction, no laminate accepted.
- (ii) Paint finishes for storage shall coordinate with metal Panel trim paint finishes.
- (iii) All storage shall be locking.
- (iv) Fixed box/box/file or file/file pedestal may be used to support work surface.
- Shall include heavy duty steel ball-bearing suspension for all drawers with full depth extension.
- (vi) Pedestals shall have safety interlock so only one drawer can be opened at a time to prevent tippage.
- (vii) Mobile cushion top metal Box File pedestals should have centre 5th wheel for extra stability when seated, and anti-tip when bottom file drawer is extended.
- (viii) Mobile Pedestals shall have upholstered tops in a Grade 2 Fabric
- (ix) Each 6" box drawer shall include one box drawer divider and pencil tray. 12" file drawer to include hanging folder bar to accommodate letter and legal size folders.
- (x) Drawer fronts shall be removable and replaceable in the field to ensure that entire drawer or cabinet does not require replacement should damage occur.
- (xi) Workstation components shall be same manufacturer's products as offices so they can be interchanged and reconfigured if required.
- (xii) Overhead Storage in workstations shall to be up-mounted units and to be 66" high max.
- (xiii) Up-mounted metal overheads shall have pneumatic (gas lift) doors where possible, and shall accept vertical and horizontal division within cabinet interior for paper storage.
- (xiv) Storage Towers at workstations shall be same height as workstation panels and to have a hinge door wardrobe space, box/ box /file unit and open shelving to face into workstation area from side of unit.
- (xv) Shall Allow for three (3) workstation accessories for slat wall per workstation/ private office

(d) Private Offices

- (i) Work surfaces shall be 1-1/2" thick with high pressure laminate (HPL) surface, and 3mm flat pvc-free edge banding
- (ii) Work surfaces shall feature balanced construction to prevent bowing or warping, with 0.028 inch thick high-pressure laminate on the top surface and a 0.030 inch thick backer on the bottom. The wood core shall be 45 lb. medium density particleboard as defined by ANSI/NPA A208.1. The laminate and backer shall be permanently attached and reinforced under pressure to the wood core.
- (iii) Work surfaces shall be able to be supported by freestanding one high storage units to create a landscaped tiered appearance.
- (iv) Work surfaces shall feature work surface supported power module to accommodate power at desk height.
- (v) Grommets shall be provided in work surfaces to accommodate wiring and cabling management.
- (vi) Work surface supports shall be a combination of laminate gables/modesty panels and metal column support leg(s). Laminate gables to be finished on all exposed sides and complete with adjustable glides with at least 1-1/4" adjustment range for application on uneven floors. Glides shall insert into threaded metal cleats for a durable metal-to-metal engagement.
- (vii) All storage components shall be HPL laminate construction and finished on all exposed sides.
- (viii) All storage components shall be locking. Locks for all components, within an office shall be keyed alike. Each office shall be keyed differently.
- (ix) Overhead storage shall have hinged doors with soft-closing, adjustable Eurostyle type hinges. Overhead shall be supported with open metal square gables to promote a lightweight, contemporary and clean aesthetic with full width tackable fabric tackboard below. No visual obstruction acceptable on ends (i.e. no full end gables on overheads). Absolutely no wall mounting of product permitted.
- Surface mounted slat wall tile at 12"h shall be provided to accommodate accessories.
- (xi) Lower storage shall be available as a one high lateral and one high open bookcase complete with a common spanning top which will support the return surface.
- (xii) Range of handle-pulls shall be available for selection.
- (xiii) Storage Tower shall feature open fixed and adjustable shelves in the top position with two or three drawers (box/box/file or file/file) below. Drawers shall be 5-sided with a separate, removable front that can easily be field replaced without disturbing the contents of the drawer
- (xiv) Drawer sides shall be full-height. Drawers shall have full-extension ball bearing telescoping slides to allow all drawers (box and file) to open fully for access to the entire space within the drawer. Drawer construction shall feature superior quality standard dovetail joinery

E2.3 Section 2: Filing shall be:

E2.3.1 SWS Manual Storage Bookcases

Mfr: Office Specialty

Series: 9900

Dimensions: 36"w x 42"h x 15"d

Finish: Powder coated finish, Standard colors

Notes: Shelf Clearance of 13.5" required for manual storage

Mfr: Office Specialty

Series: 9900

Dimensions: 36"w x 40"h x 18"d

Finish: Powder coated finish, Standard colors

E2.3.3 Locking Supply Cabinets

Mfr: Office Specialty

Series: 9900

Dimensions: 36"w x 50"h x 18"d

Finish: Powder coated finish, Standard colors

Notes: Lockable with integral pulls

E2.3.4 Open Shelf End Tab Filing Units

Mfr: Spacefile LT Shelving

Dimensions: 48"w x 88.25"h overall x 15"d – With 3 Adjustable Shelving 9.75" high

openings 8 rows high

Finish: Powder coated finish, Group 1 Standard colors

Notes: Shelving to match existing

E2.3.5 Open Storage Units

Mfr: Spacefile LT Shelving

Dimensions: 48"w x 88.25"h overall x 36"d – With 3 Adjustable Shelving 12.75" high

openings 6 rows high

Finish: Powder coated finish, Group 1 Standard colors

Notes: Shelving to match existing

E2.3.6 Filing Box Storage Units

Mfr: Spacefile LT Shelving

Dimensions: 48"w x 88.25"h overall x 15"d – With 3 Adjustable Shelving 11.25" high

openings 7 rows high

Finish: Powder coated finish, Group 1 Standard colors

Notes: Shelving to match existing

E2.3.7 Map Storage Unit

Custom built unit with two metal, five (5) drawer flat file cabinets stacked on top of each other with a matching metal base to provide 10 total drawers. Millwork open shelving unit on one side and work surface top to match workstations required. Document cabinet shall must be able to accommodate maps. Refer to drawing A-15

Five Drawer Flat File
Distributer: Grainger
Mfgr: Store Logic

Model No.: Flat File 5 Drawer Cabinet #2CLC3 Dimensions: 53.75"w x 16.1"h x 41.3125"d

Finish: Powder coated grey

Notes: two units stacked on top of each other

E2.4 Section 3: Tables shall be:

E2.4.1 Meeting Room Table

Mfr: Spec

Series: Boardgames Dimensions: 48"w x 84"d

Top finish: Wood Veneer Stained – Stain to be confirmed

Edge finish: HKNR4

Table Base: Castaway Double Column Mast Base

Leg Finish: Extruded Aluminum

Notes: No power or data outlets required

E2.4.2 Classroom Tables

Mfr: HON

Huddle Series: Dimensions: 24"w x 60"d

Top finish: High Pressure Laminate- selection from standard laminate options

Edge finish: To match laminate top

Nesting base with "T" Leg castor Table Base:

Notes: Tables on castors with modesty panel and ability to flip and nest

E2.4.3 IST Consultant Area Table

> Steelcase Mfr:

Series: Mediascape Large D Shaped Stool Height Table

Model: MTSL7860

Dimensions: 60"w x 78"d x 38"h

Top finish: High Pressure Laminate top - TBC

Edge finish: 3 mm Plastic Edge band

Notes: Media well with 6 pucks (personal user control key) per table

Platinum Metallic "x" base with column and stainless steel foot ring

Specifications

Page 6 of 9

Adjustable Glides Lifetime Warranty

E2.4.4 Standing Height Collaborative Table shall be:

> Dimensions: 42"w x 78"d x 41"-42"h

High Pressure Plastic Laminate: -TBC Top finish:

Edge finish: 3 mm PVC flat edge band

Table Base: Standing height post leg with glides

Leg Finish: Aluminum

E2.4.5 Lunch Room Table shall be:

> Mfr: HON Series: Preside

Model: Round Single Base top

Dimensions: 42" Dia.

Top finish: High Pressure Laminate- selection from standard laminate options

Table Base: "x" lea Leg Finish: **Aluminum**

E2.4.6 Coffee Table shall be:

> Description: Round Coffee Table with "x" base

Dimensions: 35.25" Dia. x 15.25"h

Top finish: High Pressure Laminate-TBC

Edge finish: To match laminate top

"x" base Table Base: Leg Finish: Aluminum

E2.4.7 Bar Counter Table shall be:

> Description: Standing Height Tables with two post legs and item #15 for support

Dimensions: 144"w x 20"d x 39" – 41"h (to suit leg height)

Top finish: High Pressure Laminate to match workstation tops- TBC

Edge finish: 3 mm PVC flat edge band

E2.5 Section 4: Public Area Chairs shall be:

E2.5.1 Counter Stools with upholstered seat and molded plastic back

> Sit on It Mfr: Series: Inflex

Model: Café Stool - armless with upholstered seat 19.75" w x 22.25" d x 43.5" h; Seat height: 29" h Dimensions:

Fabric: Grade 3 level Plastic Back: Black (SC1) Frame Finish: Silver (FC2)

E2.5.2 Stackable Chairs with molded plastic seat and back.

> Mfr: Sit on It

Series: Inflex

Model: Side Chair – armless with glides.

Dimensions: 20" w x 22" d x33" h; Seat height: 18" h

Plastic: Black (SC1) Frame Finish: Silver (FC2)

E2.6 Section 5: Soft Seating shall be:

E2.6.1 Upholstered Modular Armless Lounge Seating

Mfr: Steelcase

Series: Turn Stone, Jenny

Model: TS31401

Uphol: One Fabric only required; COM Fabric – allow \$50.00/yd

Notes: Ganging Hardware required

E2.6.2 Upholstered Armless Tablet Chairs with Castors

Mfr: Steelcase

Series: Turn Stone, Jenny

Model: TS31401CT

Uphol: Multiple Fabrics required; one for seat and one for back; COM Fabric –

allow \$50.00/yd

Tablet Finish: High Pressure Laminate

Edge Finish: 3mm Edge Band

Notes: Hard dual wheel castors for use on carpet

Tablet must have 180 pivot ability

E2.6.3 Upholstered Ottomans

Mfr: Steelcase

Series: Turn Stone, Campfire

Model: TS34401 Dimensions: 24" Dia. X 16"h

Uphol: Grade 2 Steelcase Fabric

E2.7 Section 6: Task Chairs shall be:

E2.7.1 IST Task Chairs

Mfr : Global

Model: Obusforme Comfort

Model No.: 1240-2; High back knee tilter

Dimensions: 26"w x 25" d x 48.5" h
Fabric: Grade 3 selection

Plastic: Black

Notes: 350 lb. weight capacity, 24/7 Use Application

Arms must be height and width adjustable

Adjustable seat depth required Elastomeric back support

Adjustable Schukra lumbar support

Pneumatic cylinder

E2.7.2 SWS Task Chairs

Mfr: Steelcase Series: Amia Model: 4821410

Fabric: Grade 3 Selection

Frame: Black

Notes: 350 lb. weight capacity, 24/7 Use Application

Casters must be available to accommodate both carpet and hard

surfaces.

Backrest must have a height of 25" and a backrest width of 18 7/8" Chair must have a concealed lumbar support with an adjustable height range of a minimum of 6 1/4" to 10" to support a variety of user's spines.

Contour of backrest must allow side-to-side motion (avoiding cradling/hammock effect)

E2.7.3 IST Consultant chairs/ Meeting Room chairs

Mfr: Krug
Model: Aqua
Model No.: AQUIM33B
Seat Fabric: Grade 3 selection

Mesh Back: Fabric from standard selection- To be confirmed.

Arms: Adjustable T arm

Notes: Swivel Tilt Mechanism; Pneumatic height adjustment

E2.7.4 IST Consultant Meeting Table Stools

Mfr: Krug
Model: Aqua
Model No.: AQT1U2B
Seat Fabric: Grade 3 selection

Mesh Back: Fabric from standard selection- To be confirmed.

Arms: Adjustable T arm

Notes: Swivel Tilt Mechanism; Pneumatic height adjustmen

E2.7.5 Private Office Guest chairs

Mfr: Knoll

Series: Essentials Pro Upholstered side with castors

Model: 77S2FAHC Fabric: Grade A Selection

Plastic base: Black

E2.8 Section7: Miscellaneous shall be:

E2.8.1 Whiteboard WB-1

Description: Wall mounted Marker board with Marker tray

Manufacturer: Steelcase
Series: Edge
Model: CEDMO64
Size: 72"w x 48"h

Notes: Clear anodized aluminum powder coat trim and marker tray

Low gloss white environmental ceramicsteel writing surface; accepts

magnets

Lifetime warranty on writing surface

E2.8.2 Whiteboard WB-2

Description: Wall mounted Marker board with Marker tray

Manufacturer: Steelcase
Series: Edge
Model: CEDMO54
Size: 60"w x 48"h

Notes: Clear anodized aluminum powder coat trim and marker tray

Low gloss white environmental ceramicsteel writing surface; accepts

magnets

Lifetime warranty on writing surface

E2.8.3 Whiteboard WB-3

Description: Wall mounted Marker board with Marker tray

Manufacturer: Steelcase
Series: Edge
Model: CEDMO84
Size: 96"w x 48"h

Notes: Clear anodized aluminum powder coat trim and marker tray

Low gloss white environmental ceramicsteel writing surface; accepts

magnets

Lifetime warranty on writing surface

E2.8.4 Whiteboard WB-4

Description: Mobile Marker board on lockable castors

Manufacturer: Turnstone
Series: Groupwork
Model: TS4S4854
Size: 48"w x 54"h x 1"d

Notes: Clear anodized aluminum powder coat trim on frame and marker tray

Low gloss white environmental ceramicsteel writing surface

Marker board tray on top edge Lifetime warranty on writing surface

E2.8.5 Whiteboard WB-5

Description: Full Height Wall mounted Marker wall

Manufacturer: Steelcase

Model: Premium Whiteboards

Size: 144" wide x 96" high – Site confirm wall length

Notes: Clear anodized aluminum powder coat edge trim on wall outer edges

Panels to be spline jointed together

Low gloss white environmental e3 ceramicsteel writing surface; accepts

magnets

MBDC C2C Silver certified

Lifetime warranty on writing surface

E2.8.6 Tackboard TB-1

Description: Wall mounted tack board

Manufacturer: Steelcase
Series: Edge
Model: CEDTO84
Size: 96"w x 48"h

E2.8.7 Podium

Description: Mobile Full Height Lectern

Manufacturer: Spec

Series: Boardgames
Model: BGLEC

Finish: Wood Veneer finish with extruded Aluminum finish

Notes: Removable shelves in lectern

E2.8.8 Credenza

Size: 24"w x 72"l

Finish: Wood Veneer finish with extruded Aluminum feet 2"- 4" high Notes: Must be able to have power to accommodate PC equipment

Must have wire access to cabinets below for hooking up A/V equipment

Ventilation for A/V equipment required