



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 385-2013

**SUPPLY AND INSTALLATION OF CONSOLE WORKSTATION FURNITURE FOR
THE CITY OF WINNIPEG EMERGENCY COMMUNICATIONS CENTRE @ 185 KING
STREET, 1ST FLOOR**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND INSTALLATION OF CONSOLE WORKSTATION FURNITURE FOR THE CITY OF WINNIPEG EMERGENCY COMMUNICATIONS CENTRE @ 185 KING STREET, 1ST FLOOR

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 31, 2013.

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. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder shall attend a Site meeting from 0900 to 1600 on May 15, 2013 or May 17, 2013. Attendance is mandatory, and the Bid of any Bidder not having attended will be rejected on the basis that it is non-responsive.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site Meeting unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4. ENQUIRIES

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

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

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

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

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

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. ADDENDA

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

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 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>
- B5.2.2 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.
- B5.3 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.

B6. **SUBSTITUTES**

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 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.
- 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.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B17.1(a).

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Company and Product Information should be submitted in accordance with B10;
 - (d) Information requested in the Detailed Specifications in accordance with E3.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.
- B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 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 B17.1(a).
- B7.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B8.4.2 All signatures shall be original.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Prices on Form B: Prices shall include:
- (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B9.1.2 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.

B9.2 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. COMPANY AND PRODUCT INFORMATION

B10.1 All items in the Company and Product Information section should be answered, and shall be evaluated in accordance with B17.1(d). Failure to respond to all items may result in the rejection of the Response. Bidders shall give a reply where requested to do so.

B10.2 **Corporate Profile** – the Bidder shall describe the corporate overview of their proposed manufacturer and dealer, including the following information:

- (a) History of the organization, including ownership (if not publicly owned), years in business, number of employees, profiles and experience of the owner(s).
- (b) Position in the marketplace.
- (c) Manufacturing and distribution capability.
- (d) Corporate philosophy and mission statement.
- (e) Strategic alliances and affiliations.
- (f) Parent company, if any or the name of subsidiaries, if any.
- (g) Their environmental certification along with date and certificate number, such as ISO 14001 or an industry standard.
- (h) Provide written proof that all equipment proposed conforms to Canadian Standards Association and all other applicable standards in Manitoba and Canada. All equipment shall be certified for use in the Province of Manitoba.
- (i) If the Bidder is a distributor or dealership, please detail your relationship with the manufacturer and the number of console projects that you have collaborated on. Detail number of installations completed. Detail estimated size, value and date of the three (3) most recent projects.

B10.3 References

The Bidder shall provide a minimum of three (3) references of similar size and scope to the one requested in this RFP, which shall include:

- (a) the reference company name, address, and phone number, as well as name and position of a contact person.
- (b) the length of agreement and the value of the contract.

B10.4 Product Offering

The Bidder shall include the following information:

- (a) Provide name of the manufacturer(s) of the proposed equipment.
- (b) Supply brochures, descriptive literature and other relevant specifications which describe the proposed equipment. This should include a comprehensive history of past, present and future research, development and innovations of the product line.
- (c) Describe warranty details regarding your proposed offer, including:
 - (i) Warranties for the proposed products, including OEM.
 - (ii) Guarantees regarding defects in both material and workmanship from the date of purchase.
 - (iii) Replacement process if the product is found to be defective and time frames on replacement of item as listed in clause B10.6.

- (iv) Process for the return of defective items to your company.
- (d) Provide details of manufacturer's offer of continued long-term support and service of the equipment.
- (e) Detail date of introduction to the market for this product, and the length of time that this product has been available.
- (f) The Bidder shall detail exact physical space requirements for all elements of the system. The Bidder's proposal shall include a plan describing (in detail) the step-by-step procedure for installation of the system. The plan should outline any work that can be completed before the installation of the fixed equipment. The plan should also outline any preparation and any expected manpower requirement from the City for the installation of the system.
- (g) The Bidder shall provide details of their proposed cable management solution, pursuant to **E3.4(m)**.
- (h) The Bidder should state alternatives for lower power consumption lighting such as compact fluorescent in their proposal, pursuant to **E3.4(o)**.

B10.5 **Services**

The Bidder shall detail in their response:

- (a) Their company's standards for providing service to the City of Winnipeg.
- (b) The training options their company will provide to the end user. Provide examples of instructions, diagrams and illustrations.
- (c) Response targets and escalation procedures provided.
- (d) If there is a dedicated representative(s) to the City Of Winnipeg account for this project.

B10.6 **Additional 5 Year Extended warranty**

The Bidder shall provide details regarding additional warranty available:

- (a) The additional 5 year extended warranty shall begin at the end of the 3 year warranty.
- (b) Notwithstanding D15, costs associated with extended warranty and maintenance programs for an additional 5 year period.
- (c) Support and maintenance information, including whether local or not.

B11. **QUALIFICATION**

B11.1 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.
- (d) Bidder will confirm time frame of service/warranty issues will be rectified. Failure to satisfy service/warranty issue as to specified time frame will result in a penalty of \$750.00 per day until goods have been delivered and /or installed.

B11.2 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>

- B11.3 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);
- B11.4 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.
- B11.5 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.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

- B12.1 Bids will not be opened publicly.
- B12.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B12.3 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>
- B12.4 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.

B13. IRREVOCABLE BID

- B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B13.2 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.

B14. WITHDRAWAL OF BIDS

- B14.1 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.
- B14.1.1 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.
- B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;

- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.

B14.2 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 B13.2 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.

B15. **INTERVIEWS**

B15.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B16. **NEGOTIATIONS**

B16.1 The City reserves the right to negotiate details of the Contract with Bidders.

B16.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Bidder is advised to present his best offer, not a starting position for negotiations, in his Proposal Submission; the City will not necessarily pursue negotiations with any Bidder.

B16.3 If, in the course of negotiations pursuant to B16.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider any amended Proposal as an alternative to the Proposal as originally submitted without releasing the Bidder from the Proposal as originally submitted.

B17. **EVALUATION OF BIDS**

B17.1 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 B10 (pass/fail);
- (c) Total Bid Price 50 pts;
- (d) Company and Product Information, in accordance with B10, (pass/fail);
 - (i) Corporate Profile, in accordance with B10.2, 5 pts;
 - (ii) References, in accordance with B10.3, 10 pts;
 - (iii) Product Offering, in accordance with B10.4, 20 pts;
 - (iv) Services, in accordance with B10.5, 10 pts;
 - (v) Additional 5 Year Extended Warranty, in accordance with B10.6 5 pts;
- (e) economic analysis of any approved alternative pursuant to B6;
- (f) costs to the City of administering multiple contracts.

B17.2 Further to B17.1(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.

B17.3 Further to B17.1(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.

B17.4 Further to B17.1(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.

B17.4.1 Further to B17.1(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.

B17.5 This Contract will be awarded as a whole.

B18. AWARD OF CONTRACT

B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B18.2 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.

B18.2.1 Without limiting the generality of B18.2, 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.

B18.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B16.

B18.3.1 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.

B18.4 Notwithstanding C4 and Paragraph 6 of Form A:Bid, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B18.5 The Contract Documents, as defined in C1.1 (n) (ii) in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

D1.3 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

D2.3 The Work to be done under the Contract shall consist of The Supply and Installation of Console Workstation Furniture for the City of Winnipeg Emergency Communications Centre @ 185 King Street, 1st. Floor.

D2.4 The major components of the Work are as follows:

- (a) the Contractor shall be responsible for the installation and successful set-up of the Console Workstation Furniture.
- (b) the Contractor shall supply post-installation documentation in both a paper format and electronically as AutoCAD or equivalent vector files (dxf or dwg format).

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Stan Stone
Superintendent, EMS
Telephone No.: 204- 451-4066
Facsimile No.: 204- 986 7920

D4. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D4.3 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.

D4.4 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D4.5 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.

D4.6 A Contractor who violates any provision of D4 may be determined to be in breach of Contract.

D5. NOTICES

D5.3 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

D6.3 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

D8.3 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.

D8.4 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; and
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D9. DELIVERY

D9.3 Goods shall be delivered by September 16, 2013, FOB destination, freight prepaid to 185 King Street, main 1st floor. Access will be from main floor, James Street entrance.

- D9.4 The Contractor shall notify the Contract Administrator **at least 24 hours** prior to delivery and/or installation.
- D9.5 Delivery shall be restricted to City of Winnipeg business days, Monday to Friday, between 9:00 a.m. – 3:00 p.m.
- D9.6 The Contractor shall outline a key plan area and section number for each workstation. The Contractor shall be clearly identify each package with its corresponding key plan area and section number.
- D9.7 The Contractor shall be solely responsible for off-loading of the goods, as directed at the delivery location.
- D9.8 The Contractor shall ensure he has the necessary equipment to move the Goods from any access ramp, or loading area to its required destination.
- D9.9 Delivery shall be deemed to be complete when all furniture has been delivered.
- D10. **LIQUIDATED DAMAGES**
- D10.3 If the Contractor fails to achieve delivery of the goods within the time specified in Delivery the Contractor shall pay the City Seven Hundred and Fifty dollars (\$750.00) per Calendar Day for each and every calendar day until the goods have been delivered
- D10.4 The amount specified for liquidated damages in D10.3 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Delivery by the day fixed herein for same.
- D10.5 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

MEASUREMENT AND PAYMENT

D11. **INVOICES**

- D11.3 The Work is for the Fire Paramedic Service:
- | | |
|--|-------|
| (i) Call taker | 2 ea |
| (ii) Dispatch/Call Taker | 1 ea. |
| (iii) Supervisor/Call taker/Dispatcher | 1 ea. |
| (iv) 5 year Extended Warranty | |
- D11.4 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D11.5 Invoices must clearly indicate, as a minimum:
- the City's purchase order number;
 - date of delivery;
 - delivery address;
 - type and quantity of goods delivered;
 - the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
 - the Contractor's GST registration number.
- D11.6 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D11.7 Bids Submissions must be submitted to the address in B7.5.

D12. **PAYMENT**

D12.3 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D13. **WARRANTY**

D13.3 Warranty is as stated in C11.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Requests for Substitutes as an approved equal or an approved alternative shall be made in accordance with B6.
- E1.3 .Appendix A is provided as INFORMATION ONLY.

The following Drawings are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
A-4R	FIRE/PARAMEDIC/CIT ALT COMMUNICATION CENTRES

E2. GOODS

- E2.1 The Contractor shall design, Supply, and Install Dispatch, Supervisor and Call taker Console-Workstation Furniture with the requirements hereinafter specified.
- E2.2 Documentation
- The Bidder shall provide with the response, a **block diagram** illustrating their proposed solution. This diagram must clearly illustrate the major system components, the interconnections between systems, and all necessary interfaces required to support the installation.
 - The Bidder shall supply documentation showing all wiring installed for the installation of the console system. Diagrams will include connector pin outs identification, conductor colour codes and cable identification.

E3. DETAILED SPECIFICATIONS

All items in the Detailed Specifications shall be answered indicating compliance or non-compliance. **Bidders shall state "yes" for compliance or state deviation**, or give reply where requested to do so. Deviations shall be clearly stated and fully detailed.

- E3.1 The workstation furniture shall be designed to withstand the rigors of a 7/24 communications environment with a life cycle minimum performance of 10 years.
- E3.2 All cables installed shall be uniquely numbered and have identification at both ends in accordance with the current identification process in place by the City Of Winnipeg.

CONSOLE WORKSTATION

- E3.3 Ergonomics/End User Specifications - The workstation shall:
- Allow free movement across console, to conduct tasks at all work surfaces.
 - Provide leg clearance on the underside of the work surface for vertical, horizontal and lateral movement.
 - Additional equipment mounting (mounting bracket and or shelf, with the ability to hold up to 10 pounds) system on the underside of consoles with consideration given for the offset between the monitor shelf and working surface.
 - Not have sharp edges or corners on work surfaces and their supporting framework.
 - Provide space to allow for placement of 2 or more Keyboards and 2 or more mouse and USB connections adjacent to each other and at the same height.

- (f) Allow for ease of adjustability.
- (g) Permit adjustment of the work surface that is both stable and safe when workstation is loaded and used with intended work items.
- (h) Ensure that workstation feet or legs do not impede chair movement across the workstation or user's leg positioning.
- (i) Allow for input surface adjustment range of the workstations, and shall be capable of adjustment from a 5th percentile person (5 ft) in the sitting position to a 95 Percentile person (6' 2") in the standing position.
- (j) Provide input and monitor surfaces large enough to consider work zone principles for layout of equipment.
- (k) Pinch points, in which fingers, arms, and legs can be caught between movable surfaces or parts shall be avoided by means of design or guarding.
- (l) Provide digital indication of Ergonomic Adjustments.
- (m) Not require any special training or special tools before adjustments can be made.
- (n) Have documentation providing details regarding how workstation(s) meets ergonomic requirements for a range of Users.
- (o) Console heights shall not exceed 48" (including walls, partitions etc).

E3.4 Console Surfaces shall:

- (a) The Console design shall have bi-level independently adjustable surfaces for monitors and input devices.
- (b) Have Independent mechanisms for movement of monitor and input surfaces.
- (c) Be minimum height adjustable to cover the range for the 5th percentile person in the sitting position to the 95th percentile person in the standing position. The height adjustment shall be continuous through this range. The monitor surface shall be able to maintain -15 to +20 degree viewing angle throughout the adjustment range. The Bidder shall provide details on how the proposed solution meets this standard.
- (d) Have an Input device surface, continuous for the entire length of the workstation. The input surface shall accommodate keyboards and mouse and allow room for note taking. Accommodations shall be made to allow for plugging in input devices on either side of the keyboards, left or right allowing for quick disconnect and replacement of input devices. Input surface shall provide enough space to support the wrists and lower arms while keyboarding and mousing. The input surface shall be capable of supporting a technician working on the surface for monitor maintenance. The Bidder shall state the weight capacity for the surface.
- (e) Have the sit-to-stand workstation furniture designed as a corner configuration (cockpit design) at or approximating a 90 degree angle.
- (f) Be matt and non-reflective finish on console surfaces, in accordance with E3.13.
- (g) Have no sharp edges or corners on work surfaces.
- (h) Be minimum radius on edges and corners should be 3 mm.
- (i) Have edging on work surfaces is securely attached.
- (j) Have cable management provision for left and right-handed mouse users.
- (k) Have cable management to encapsulate cables and wires so not to inhibit leg movement of the user or movement of the work surface through all height adjustments.
- (l) Pinch points, in which fingers, arms, and legs can be caught between movable surfaces or parts shall be avoided by means of design or guarding.

E3.5 Console Legs/Frames:

- (a) Feet of legs shall not impede chair movement across the workstation or user's leg positioning.

- (b) Minimum depth at knee shall be minimum 450 mm.
- (c) Adjustment shall be stable and safe when workstation is loaded and used with intended work items.

E3.6 Construction:

- (a) Support framing shall be metal. Bidder shall identify material, gauge and quality.
- (b) Framing shall be grounded. The Bidder shall state method for grounding.
- (c) Work surfaces shall be highly durable. Bidder shall state materials employed, including thickness.
- (d) Edging shall be non-chipping durable material. Bidder shall state material employed.
- (e) Frame surface coating shall be highly durable. Bidder shall state finish technique and thickness.
- (f) Enclosure panels shall be covered with a durable sound deadening material which will allow air movement. Bidder shall state material employed. Panels shall be easily removed for cleaning purposes.
- (g) Workstations shall be self-supporting/modular and not panel-hung.
- (h) Lifting mechanism shall be electrically/mechanically powered and mounted so not to impede movement under the workstation. Bidder shall state power rating of mechanism.
- (i) Dispatch console workstation deck shall be capable of easily lifting and supporting 6- 20" LC Panel type monitors.
- (j) Supervisor console workstation monitor deck shall be capable of supporting up to 6-20" LC Panel type monitors.
- (k) Call Taker console workstation monitor deck shall be capable of easily lifting and supporting up to 4-20" LC Panel type monitors.
- (l) There shall be storage for multiple CPUs, with easy access to the front or rear of the CPU. Proper air movement is critical.
- (m) Cable management shall be integrated into the design to minimize cable flex and wear. .
- (n) Data, voice, and power connections shall be supplied via powered Pak-Poles.
- (o) Task lighting will be mounted on the console and shall provide continuous illumination to the work surface area with independent manual controlled dimming. Light source shall be capable of providing 25-35 foot candles of light to the work-surface area. Power consumption of the task lighting is a consideration. Task light shall be movable allowing illumination of different parts of the work surface.
- (p) Additional electrical (standard 110 v) 3 power bars – 8 outlets each, and communications connections shall be provided for connection of optional equipment, i.e. electrical appliances, coaxial cable for audio / video display.
- (q) The lowest portion of the work surface shall permit under workstation personal or file storage with a safety clearance between the top of the storage unit and the underside of the lowest height attainable by the keyboard deck. Under workstation storage shall be provided with the workstation.
- (r) Console shall be a modular system to support full range of layouts, control room configuration, future expansion and reconfiguration.

E3.7 Electrical:

- (a) Power Requirements shall be - 115V AC, 60 Hz, CSA ULC approved. The Bidder shall state power requirements of their Workstation furniture for all options presented in their submission. Framing shall be grounded. The Bidder shall state their proposed method for grounding. Proposed grounding shall conform to CSA, ULC standards.
- (b) 20A Nema "S-20R" receptacles are provided on powered Pak- Poles adjacent to the console locations. **The Communications Centre is built at floor level** with electrical and communication access coming from the powered Pak-Poles. The Bidder shall provide details on where best to locate the outlet box.
- (c) Consoles shall be equipped with "Operator Busy Indicator lamp assemblies"
- (d) At the Dispatch/Call taker **and** Supervisor/Dispatch/Call taker position, 2 lamps or 1 double lamp with dual colored lens, 1 Red and 1 Amber, will be mounted in a high visibility location (top) on the consoles, powered by a 24volt DC connection.
- (e) At the Call Taker positions, a single coloured Red "Operator Busy Indicator Lamp" will be mounted in a high visibility location (top) on the console, powered by a 24volt DC connection.
- (f) The City will provide and install the switching and power supply for all Busy Lamps.

E3.8 Cable Management

- (a) Horizontal lay-in cable management channels shall be capable of managing cabling required on the input and monitor work surfaces to the vertical cable management channels. The cable channel shall be technically friendly and should eliminate the need for fishing of wires through closed channels or wall panel partitions.
- (b) The workstation shall be equipped with a flexible vertical cable management system to manage all electrical and communication cables to the CPU compartment from the monitor and input surface. The vertical channel must be lay-in type and comply with EIA/TIA bend radius standards for copper and fiber cabling. The channel must safely manage all cabling when console moves from a seated to a standing position eliminating wear and tear on connectors, wires and cables. The channel must be technically friendly and should eliminate the need for fishing of wires through closed channels or wall panel systems.
- (c) All wiring integration between adjustable surfaces, CPU cabinet and all associated hardware shall be secure and concealed to prevent accidental contact with wiring or accidental disconnection of equipment.
- (d) The monitor surface shall have a cable management system integrated to manage and protect the cabling of the Monitors.

E3.9 CPU Compartment Construction

- (a) The furniture console shall be constructed with one CPU compartment; The CPU compartment must accommodate up to 4 (four) CPUs and contain a CPU slide out shelf/compartment to provide easy access to the CPU's. Shelf/compartment shall slide out to allow easy access to the back of the CPU's. A front access door with adequate ventilation for the CPU's. To minimize floor space requirements for the console furniture the CPU compartment should be integral to the console and should be secured to the base structure. CPU compartment shall be constructed with sound deadening material. The Bidder shall provide details on technical lighting within CPU compartments.
- (b) Dispatch and Supervisor Workstations CPU compartments shall be able to house a Powerware model PW9125-1500 UPS complete with extra battery module. Weight of UPS is approximately 50 pounds and dimensions are approximately 17inches H x 3.5 inches W x 19.5 inches D the extra battery module's approximate weight is 57 lbs and approximate dimensions of 11 inches H x 7 inches W x 18 inches D.

E3.10 Power distribution within all the workstation shall have a total of three separate power distribution sources:

- E3.11 One 8 outlet power bar mounted on or near the monitor mounting surfaces for all monitor power.
- E3.12 One 8 outlet power bar mounted under the desktop to supply power to furniture motors, lighting and auxiliary equipment.
- E3.13 One 8 outlet power bar for CPU compartment equipment.
- E3.14 Each power bar will have a cord long enough to connect to one of three NEMA S-20DR outlets located at each position's adjacent Pak-Pole.
- E3.15 **Console Workstation Colours**
The Bidder shall include details of their proposed colour scheme and provide details of options that may be chosen. The furniture console colouring shall compliment the colours currently in the room.

APPENDIX A

E4. FOR INFORMATION ONLY

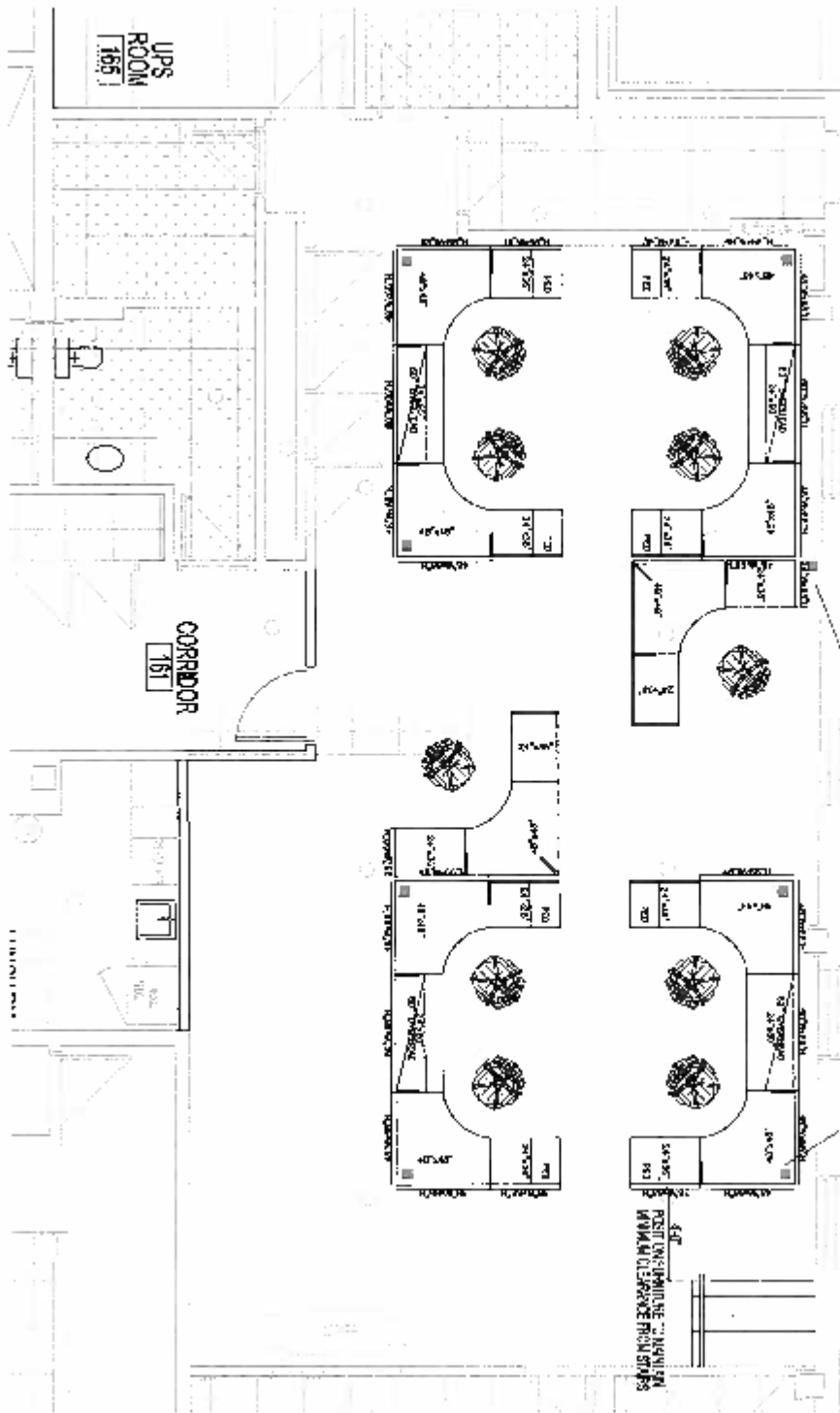
The Console Workstation furniture shall be designed to accept the following work-related equipment:

i.) **2 Call Taker Positions (Items listed below are per position unless otherwise noted:**

- CAD CPU X2
- Monitors X 4-6
- CML Headset Line Interface Module (Dimensions 10" x 12")
- Headset Amplifier – Plantronics M-12
- 1- Keyboard
- 1- Mouse
- Telephone set - (NT4X36)
- Scratch pad
- Reference binder(s)
- Telephone busy light/indicator

ii.) **2 Supervisor/Dispatcher Positions (Items listed below are per position unless otherwise noted:**

- CAD/RMS CPU X4
- On The Air Lamp, and telephone busy light indicator
- Monitors, 6 (20")
- Speakers
- Radio system CPU
- Radio System CIE unit
- Radio System Monitor (20")
- Keyboard X 2
- Mouse X 2
- Telephone set - (NT4X36 with two add on modules)
- Scratch pad
- Reference binder(s)
- CML Headset Line Interface Module (Dimensions 10" x 12")
- 1- Laser Printer HP 2430 between the 2 supervisor positions
- 1- backup radio between the 2 supervisor positions – similar to Motorola MCS 3000.



FURNITURE AND NETWORK POLE LOCATIONS. POLES SHALL BE LOCATED APPROX AS SHOWN IN GREEN. WINDOW LOCATIONS ARE NOT EXACTLY AS DRAWN.