



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 511-2013

**SUPPLY, DELIVERY AND ASSEMBLY OF FURNITURE
FOR 1199 PACIFIC AVENUE**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY, DELIVERY AND ASSEMBLY OF FURNITURE FOR 1199 PACIFIC AVENUE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, Friday, October 9, 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, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.

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

B3.3 The Bidder is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect his/her Bid or the performance of the Work.

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. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

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

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

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B7. SUBSTITUTES

B7.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;

- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B7.6.1 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.
- B7.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.
- B7.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.2 to B7.9, and in accordance with B8.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B15.1(a).

B8. BID SUBMISSION

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B8.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division

185 King Street, Main Floor
Winnipeg, MB R3B 1J1

- B8.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B8.6 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a).
- B8.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204-949-1178.
- B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B8.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. BID

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers 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.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Prices on Form B: Prices shall include:
- (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B10.1.2 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.
- B10.2 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.
- B10.3 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.

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.
- 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 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>

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. EVALUATION OF BIDS

- B15.1 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 B11 (pass/fail);
 - (c) Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B7;
 - (e) costs to the City of administering multiple contracts
- B15.2 Further to B15.1(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.
- B15.3 Further to B15.1(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.
- B15.4 Further to B15.1(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.
- B15.4.1 Further to B15.1(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.
- B15.5 This Contract may be awarded as a whole or separately in sections as identified on Form B: Prices.
- B15.5.1 Notwithstanding B10.1, the Bidder may, but is not required to, bid on all sections.
- B15.5.2 Notwithstanding B16.3, 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.

B16. AWARD OF CONTRACT

- B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B16.2 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.
- B16.2.1 Without limiting the generality of B16.2, 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.

- B16.3 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 B15.
- B16.3.1 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.
- B16.4 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.
- B16.5 The Contract Documents, as defined in C1.1(n) (ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of supply, delivery and assembly of furniture for 1199 Pacific Avenue.

D2.2 Further to C7 if at any time during the 12 (twelve) month period following the award of the Contract, the City requires additional quantities of the Items, the City may request the Contractor to supply up to thirty percent (30%) additional quantities as Extra Work at the unit prices bid.

D2.3 The Contractor shall be responsible for the successful assembly and installation of the Work.

D2.4 The Contractor shall be responsible to remove all packaging and refuse from the installation site(s) to the refuse container, and shall coordinate this segment of the Work with the Contract Administrator.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:
Brenda Kelly
Senior Accommodations Planner
Planning, Property and Development Department
3rd Floor, 65 Garry Street
Winnipeg, MB R3C 4K4

Telephone No.: 204-986-2561

Facsimile No.: 204-947-2284

D4. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

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

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

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

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

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

D5. NOTICES

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

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204-949-1174

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 October 18, 2013.

D9. DELIVERY

D9.1 Goods shall be delivered by December 30, 2013, f.o.b. destination, freight prepaid to:
1199 Pacific 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.

D9.3 Goods shall be delivered between 9:30 a.m. and 3:00 p.m. on Business Days.

D9.4 The Contractor shall off-load goods as directed at the delivery location.

D10. LIQUIDATED DAMAGES

D10.1 If the Contractor fails to achieve delivery of the goods within the time specified in D9.1 Delivery, the Contractor shall pay the City liquidated damages which shall be based on a genuine pre-estimate of the City's damages for rental of replacement furniture, in the event that the Contractor does not achieve Delivery by the day fixed herein for same, per Calendar Day for each and every Calendar Day until the goods have been delivered.

D10.2 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

MEASUREMENT AND PAYMENT

D11. INVOICES

D11.1 Further to C10, the Contractor shall submit an invoice for each order delivered to the Contract Administrator noted in D3.1, and 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

D11.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
- (f) the Contractor's GST registration number.

D11.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D11.4 Bids Submissions must be submitted to the address in B8.5.

D12. PAYMENT

D12.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D13. PAYMENT SCHEDULE

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

WARRANTY

D14. WARRANTY

D14.1 Notwithstanding C11, 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 C11.3, 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 No off-gassing by-product shall be allowed on site.

E1.3 The following are applicable to the Work:

Drawing No.	Drawing Name/Title
511-2013_DRAWING_ITEM01.PDF	Item 1 - Room 179 – Standard Workstation
511-2013_DRAWING_ITEM02.PDF	Item 2 - Room 205 – Standard Workstation
511-2013_DRAWING_ITEM03.PDF	Item 3 - Room 500 – Standard Workstation
511-2013_DRAWING_ITEM04.PDF	Item 4 - Room 501 – Standard Workstation
511-2013_DRAWING_ITEM05.PDF	Item 5 - Room 505 – Standard Workstation
511-2013_DRAWING_ITEM06.PDF	Item 6 - Room 260 – Standard Workstation
511-2013_DRAWING_ITEMS07&08.PDF	Items 7&8 - Room 207 – Hotel Office Workstations
511-2013_DRAWING_ITEM09.PDF	Item 9 – Custom Workstation
511-2013_DRAWING_ITEM10.PDF	Item 10 - Caseloads – Meeting Table to match Customer Workstation
511-2013_DRAWING_ITEM39.PDF	Item 39 – Meeting Room Credenza
511-2013_DRAWING_ITEM40.PDF	Item 40 - Waiting Room Credenza
511-2013_DRAWING_ITEM41.PDF	Item 41 - Coffee Station Credenza

E1.4 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.

E2. APPROVED PRODUCTS – GOODS

- E2.1 The Contractor shall supply, deliver, and install the furniture in accordance with the requirements hereinafter specified.
- E2.2 Approved Products Specifications:
- (a) all fabric materials shall be scotchguarded;
 - (b) 5-year minimum warranty on manufacturer's product;
 - (c) shall be 1/30" minimum wood veneer finish for all wood veneer products;
 - (d) wood veneer products shall be UV-baked finish; products shall be GreenGuard certified.

E2.3.1 **Section 1:** Systems Furniture shall be Allsteel Concensys.

E2.3.2 Items included in Systems Furniture:

- (a) Item No. 1: Workstation – Room 179 – See Drawing per E1.2
- (b) Item No. 2: Workstation – Room 205 – See Drawing per E1.2
- (c) Item No. 3: Workstation – Room 500 – See Drawing per E1.2
- (d) Item No. 4: Workstation – Room 501 – See Drawing per E1.2
- (e) Item No. 5: Workstation – Room 505 – See Drawing per E1.2
- (f) Item No. 6: Workstation – Room 260 – See Drawing per E1.2
- (g) Item No. 7: Workstation for Hotel Office – Room 207 – See Drawing per E1.2
- (h) Item No. 8: Workstation for Hotel Office – Room 207 – See Drawing per E1.2

E2.3.3 Product shall be:

- (a) All metal understructure and storage
- (b) High-pressure laminate, complete with “t” mold edging on all worksurfaces
- (c) Free and clear to access any/all data and electrical (i.e., no modesty panels) on all walls, except where there is to be storage
- (d) Mounted on floor to 69” high slotted wall rails to hang component from (i.e., end gables, worksurfaces, tackboards and overheads)
- (e) Ball bearing suspension glides on all metal drawers and shall be to full extension
- (f) All drawer keys keyed alike for each individual workstation
- (g) LEED-CI EQ 4.5 Certified
- (h) Lifetime limited warranty in accordance with product provision found at the following website:
<http://cms.allsteeloffice.com/SynergyDocuments/Warranty.pdf>

E2.4 **Section 2:** Caseloads shall be:

E2.4.1

Item No. 9:	Custom Workstation – See Drawing per E1.2
Worksurface:	1” to 1½” thick, with high-pressure laminate, to match Eurocraft colour Hot Fudge L469
Edge Finish:	3mm PVC edge to match top finish
Hutch:	To be securely fastened to worksurface Grommet hole in hutch modesty
Cabinet Doors:	Vertical swing European-style hinges, 6-way adjustable
Shelving:	Adjustable - 1 in the overhead and 3 in the storage side of the combination storage unit
Drawers:	All file drawers have full extension drawer slides with precision steel ball bearings Box drawers have ¾ extension slides with nylon rollers Heavy duty file rods in all file drawers Pedestals come with one plastic pencil tray insert All drawers are locking File drawers accommodate legal and letter hanging files side-to-side All lateral files have anti-tip mechanism Self-closing drawers

- Woodgrain: All tops have grain running along the width
Gables and modesty panels have grain running in vertical direction,
except where the unit is over 60", then the panel grain will run horizontal
Pedestal and lateral file drawer fronts are horizontal grain
- Pulls: Nickel Waterfall
Post leg: Silver
Tackboard: Fabric to be determined
- E2.4.2 Item No. 10: Meeting Table to match Custom Workstation – See Drawing per E1.2
Dimensions: 48" d x 72" w x 29" h
Top Finish: High-pressure laminate to match Hot Fudge L469
Edge Finish: 3mm PVC edge to match top finish
Table Base: Two painted silver metal T-legs, complete with adjustable glides
- E2.5 **Section 3:** Private Office Guest Chairs shall be:
- E2.5.1 Item No. 11: Guest chair with casters – Jet
Mfr: HON Office
Model: Ceres Multi-purpose – HCG6
Dimensions: 25" d x 24½" w x 35" h
Seat Fabric: HON Grade III Upholstery – Arrondi; Colour – Jet RO10
Mesh Back: Ilira Stretch - Black
Seat Back: Pivot
Frame: Textured Black
Arms: Fixed, full loop, plastic
Legs: 4-post legs
Notes: All-surface casters, stackable
Minimum 300 lbs weight capacity
- E2.5.2 Item No. 12: Guest chair with casters – Berry
Mfr: HON
Model: Ceres Multi-purpose – HCG6
Dimensions: 25" d x 24½" w x 35" h
Seat Fabric: HON Grade III Upholstery – Arrondi; Colour – Berry RO62
Mesh Back: Ilira Stretch - Black
Seat Back: Pivot
Frame: Textured Black
Arms: Fixed, full loop, plastic
Legs: 4-post legs
Notes: All-surface casters, stackable
Minimum 300 lbs weight capacity
- E2.5.3 Item No. 13: Guest chair, no casters
Mfr: HON
Model: Ceres Multi-purpose – HCG6
Dimensions: 25" d x 24½" w x 35" h
Seat Fabric: HON Grade III Upholstery – Arrondi; Colour – Jet RO10
Mesh Back: Ilira Stretch - Black
Seat Back: Pivot
Frame: Textured Black
Arms: Fixed, full loop, plastic
Legs: 4-post legs
Notes: No casters, stackable
Minimum 300 lbs weight capacity

E2.6 Section 4: Conference Room Tables shall be:

E2.6.1 Item No. 14: Table for Meeting Room 168
Mfr: Teknion
Model: Audience Boardroom
Shape: Boat
Dimensions: 42" d x 90" l x 29" h
Base: Slender Leg, no casters
Base finish: Anodized
Top finish: Teknion Natural Veneer 3 – Natural Maple MP; FSC-Certified wood
Edge base: Solid Full Knife Edge
Grommet with Power and Data: RC - Centred-recessed with power control

E2.6.2 Item No. 15: Table for Meeting Room 239
Mfr: Teknion
Model: Audience Boardroom
Shape: Boat
Dimensions: 42" d x 96" l x 29" h
Base: Slender Leg, no casters
Base finish: Anodized
Top finish: Teknion Natural Veneer 3 – Natural Maple MP; FSC-Certified wood
Edge base: Solid Full Knife Edge
Grommet with Power and Data: RC - Centred-recessed with power control

E2.7 Section 5: Collaborative Chairs shall be:

E2.7.1 Item No. 16: Meeting Room Chair
Mfr: Steelcase
Model: cobī 434 Series
Dimensions: 19" seat depth x 18.75" seat width; seat height from floor adjusts from 15.5" to 20.5"; back height from seat – 19.5"
Seat Fabric: Crosswalk (Price Group 2) - Midnight 5F55
Fabric Knit Back: Connect 3D - Graphite 5025
Base/Frame: Steel with plastic covering
Base Colour: Platinum 6249
Arms: Fixed, constructed of soft durable compound
Notes: 5" minimum pneumatic manual seat-height adjustment
No other manual adjustments other than seat height
Weight-activated Mechanisms
Self-adjusting back for lumbar support
Standard 2" hard casters
Lifetime warranty for parts and labour; 12 years for pneumatic
Minimum 300 lbs weight capacity
Cradle to Cradle Product Certification

E2.7.2 Item No. 17: Stool-Height Chair
Mfr: Steelcase
Model: cobī 434 Series
Dimensions: 19" seat depth x 18.75" seat width; seat height from floor adjusts from 40" to 50"; back height from seat – 19.5"
Seat Fabric: Connect 3D – Scarlet 5018
Fabric Knit Back: Connect 3D – Scarlet 5018
Base/Frame: Steel with plastic covering
Base Colour: Platinum 6249
Foot Ring: Platinum 6249
Arms: Fixed, constructed of soft durable compound
Notes: 10" minimum pneumatic manual seat-height adjustment
No other manual adjustments other than seat height
Weight-activated Mechanisms

Self-adjusting back for lumbar support
Standard 2" hard casters
Lifetime warranty for parts and labour; 12 years for pneumatic
Minimum 300 lbs weight capacity
Cradle to Cradle Product Certification

E2.7.3 Item No. 18: Standard-Height Chair, no casters
Mfr: Steelcase
Model: cobl 434 Series
Dimensions: 19" seat depth x 18.75" seat width; seat height from floor adjusts from 15.5" to 20.5"; back height from seat – 19.5"
Seat Fabric: Connect 3D – Scarlet 5018
Fabric Knit Back: Connect 3D – Scarlet 5018
Base/Frame: Steel with plastic covering
Base Colour: Platinum 6249
Arms: Fixed, constructed of soft durable compound
Notes: 5" minimum pneumatic manual seat-height adjustment
No other manual adjustments other than seat height
Weight-activated Mechanisms
Self-adjusting back for lumbar support
No casters
Lifetime warranty for parts and labour; 12 years for pneumatic
Minimum 300 lbs weight capacity
Cradle to Cradle Product Certification

E2.8 **Section 6:** Waiting Room Seating/Tables shall be:

E2.8.1 Item No. 19: Two-Seat Lounge Chair, with arms
Mfr: Krug
Model: Zola
Catalogue No.: ZOL3 F2111
Dimensions: 52 1/8" w x 27 1/16" d x 34" h; seat height 18 7/16"; arm height 26 3/4"
Upholstery: Grade 2 Momentum Knack, Colour - Glaze 09129206
Notes: 4-point silver metallic legs

E2.8.2 Item No. 20: Single-Seat Lounge Chair, with arms
Mfr: Krug
Model: Zola
Catalogue No.: ZOL3 F1111
Dimensions: 29 3/16" w x 27 1/16" d x 34" h; seat height 18 7/16"; arm height 26 3/4"
Back/Arm Uphol: Grade 3 Momentum Solace, Colour - Carmine 09127017
Seat Uphol: Grade 2 Momentum Knack, Colour - Glaze 09129206
Notes: 4-point silver metallic legs

E2.8.3 Item No. 21: Oval Occasional Table
Mfr: Krug
Model: Prada
Catalogue No.: 5612-18-24-16
Shape: Oval in Style 1 - Bookmatched pattern
Dimensions: 18" w x 24" l x 16" h
Top Finish: 1/30" minimum wood veneer finish, clear maple stain
Legs: Silver Metallic, with glides

E2.8.4 Item No. 22: Round Occasional Table
Mfr: Krug
Model: Prada
Catalogue No.: 5611-18D-21
Shape: Round in Style 1 - Bookmatched pattern
Dimensions: 18" diameter x 21" high
Top Finish: 1/30" minimum wood veneer finish, clear maple stain
Legs: Silver Metallic, with glides

E2.9 Section 7: Reception Area Soft Seating shall be:

E2.9.1 Modular Lounge Seating shall be configurable, shall be Logiflex - Clara Collection and shall include the following components:

- i. Item No. 23: Circular Bench
Model: CLA
Upholstery: Maharam, Cross Patch, 006 Circus
- ii. Item No. 24: Circular Nestle Bench
Model: CLAS
Upholstery: Maharam, Cross Patch, 006 Circus
- iii. Item No. 25: Circular Double Nestle Bench - Cayenne
Model: CLAD
Upholstery: J. Ennis, Escape, 15 Cayenne
- iv. Item No. 26: Circular Double Nestle Bench – Chartreuse
Model: CLAD
Upholstery: J. Ennis, Escape, 2008 Chartreuse
- v. Item No. 27: Circular Bench with Back Rest
Model: CLAB
Upholstery: Maharam, Cross Patch, 006 Circus
Back rest upholstery: J. Ennis, Escape, 15 Cayenne

Notes: 5 brushed chrome metal legs
Simple top stitching
Elastic straps on seat
Firm density Velva foam on seat
1/2" thick polyester on sides of bench
Seat frame made out of recycled particles; back rest frame made of plywood
Provide two (2) yards of each of above noted upholstery for future patching

E2.10 Section 8: Lunch Room Seating shall be:

E2.10.1 Item No. 28: Stackable Chair – Blue Heron
Mfr: Izzy+
Series: Hannah
Model: Stacker - armless
Dimensions: 23.5" w x 18" d x 29.5" h; Seat height: 18"
Seat/Back: Thermoplastic – Molded plastic seat and back
Seat/Back Design: Rolled waterfall design, elliptical hole pattern
Plastic Colour: Blue Heron (T13)
Base: Cold-rolled steel tubing
Base Colour: Silver (P06)
Notes: No arms

E2.10.2 Item No. 29: Stackable Chair – Parakeet
Mfr: Izzy+
Series: Hannah
Model: Stacker - armless
Dimensions: 23.5" w x 18" d x 29.5" h; Seat height: 18"
Seat/Back: Thermoplastic – Molded plastic seat and back
Seat/Back Design: Rolled waterfall design, elliptical hole pattern
Plastic Colour: Parakeet (T22)
Base: Cold-rolled steel tubing
Base Colour: Silver (P06)
Notes: No arms

- E2.10.3 Item No. 30: Upholstered Lounge Chair
Mfr: Haworth
Series: Hello
Model: Lounge Chair with 2-fabric colours – 4854-0011-T
Dimensions: 30.5" w x 30.25" d x 35" h; Seat height: 17.5"
Seat Uphol: Haworth Surface Collection, Moodring Fabric, Grade A, NQ-3 Cool
Headrest Uphol: Haworth Surface Collection, Moodring Fabric, Grade A, NQ-3 Cool
Back/Arms Uphol: Haworth Surface Collection, Cashmere Faux Leather, Grade A,
 XH-8 Ocean
Notes: Exposed 4-point metal legs, no casters
 Upholstered back, seat and arms
 Passive lumbar support
 Seating to match E2.10.4
- E2.10.4 Item No. 31: Upholstered Mobile Lounge Chair
Mfr: Haworth
Series: Hello
Model: Mobile Lounge Chair with 2 fabrics/2 colours/tablet/cup holder
 – 4855-0043-GTX
Dimensions: 30.75" w x 26" d x 34.75" h; Seat height: 17.25"
Seat Uphol: Haworth Surface Collection, Cashmere Faux Leather, Grade A,
 XH-8 Ocean
Headrest Uphol: Haworth Surface Collection, Cashmere Faux Leather, Grade A,
 XH-8 Ocean
Back/Arms Uphol: Haworth Surface Collection, Moodring Fabric, Grade A, NQ-3 Cool
Base: 360° swivel base standard
Notes: Two-tone hard casters
 Upholstered back, seat and arms
 Passive lumbar support
 Grommet for tablet arm – Metallic Silver
 Fold Away Tablet arm – Maple wood finish
 Cup holder – Metallic Silver
 Seating to match E2.10.3
- E2.11 **Section 9:** Miscellaneous Tables and Storage shall be:
- E2.11.1 Item No. 32: Bar-Height Round Table
Mfr: Spec
Make: Custom-made
Dimensions: 42" diameter x 42" high
Top Finish: Choice of Mills Standard Laminate – high-pressure laminate
Edge Finish: Flat PVF Edge, Colour to be determined
Table Base: Tubular X Base, Chrome finish
Notes: Custom chrome footing around base
 No casters
- E2.11.2 Item No. 33: Standard-Height Round Table
Mfr: Spec
Make: General Purpose
Dimensions: 42" diameter x 30" high
Top Finish: Choice of Mills Standard Laminate – high-pressure laminate
Edge Finish: Flat Vinyl, Finish to be determined
Table Base: Tubular X Base, Finish to be determined
Notes: No casters

- E2.11.3 Item No. 34: Lunchroom Flip-Top Table - Rectangular
Mfr: Spec
Series: Vespa
Dimensions: 30" w x 72" l x 29" h
Top Finish: Choice of Mills Standard Laminate – high-pressure laminate
Edge Finish: 3 mm PVC flat-edge band
Table Base: 14-gauge seam-welded cold-rolled steel, oval tube, 2½" overall diameter column, steel caps welded to feet and ground until smooth, 9" x 9" mounting plate, welded to top of column, drilled and tapped to accept 8^{7/8"} deep root screws, feet finished with 5/16" screw-threaded levelers

Base Finish: Spectone RAL – Choice of complete selection
Notes: Tables on standard locking casters
Ability to flip and nest
- E2.11.4 Item No. 35: Lunchroom Flip-Top Table - Square
Mfr: Spec
Series: Vespa
Dimensions: 36" w x 36" l x 29" h
Top Finish: Choice of Mills Standard Laminate – high-pressure laminate
Edge Finish: 3 mm PVC flat-edge band
Table Base: 14-gauge seam-welded cold-rolled steel, oval tube, 2½" overall diameter column, steel caps welded to feet and ground until smooth, 9" x 9" mounting plate, welded to top of column, drilled and tapped to accept 8^{7/8"} deep root screws, feet finished with 5/16" screw-threaded levelers

Base Finish: Spectone RAL – Choice of complete selection
Notes: Tables on standard locking casters
Ability to flip and nest
- E2.11.5 Item No. 36: Lunchroom Flip-Top Table – Half-Round
Mfr: Spec
Series: Vespa
Dimensions: 36" w x 72" l x 29" h
Top Finish: Choice of Mills Standard Laminate – high-pressure laminate
Edge Finish: 3 mm PVC flat-edge band
Table Base: 14-gauge seam-welded cold-rolled steel, oval tube, 2½" overall diameter column, steel caps welded to feet and ground until smooth, 9" x 9" mounting plate, welded to top of column, drilled and tapped to accept 8^{7/8"} deep root screws, feet finished with 5/16" screw-threaded levelers

Base Finish: Spectone RAL – Choice of complete selection
Notes: Tables on standard locking casters
Ability to flip and nest
- E2.11.6 Item No. 37: Round Coffee Table for Lunchroom
Mfr: Spec
Series: Midway Round
Model: 36D - Midway
Dimensions: 36" dia x 18" h
Top finish: Maple veneer custom-stained to match onsite conditions – Colour and stain to be approved by Contract Administrator

Edge finish: Custom-stained to match onsite conditions
Table Base: 14-gauge seam-welded cold-rolled steel, oval tube, 2½" overall diameter column, steel caps welded to feet and ground until smooth, 9" x 9" mounting plate, welded to top of column, drilled and tapped to accept 8^{7/8"} deep root screws, feet finished with 5/16" screw-threaded levelers

Base finish: Spectone RAL – Choice of complete selection
Notes: Metal Midway base

E2.11.7	Item No. 38: Mfr: Series: Dimensions: Top Finish: Table Base: Base Finish: Notes:	Classroom Flip-Top Table Spec Vespa 24"w x 60"d x 29" h Choice of Mills Standard Laminate – high-pressure laminate Edge Finish: 3 mm PVC flat-edge band 14-gauge seam-welded cold-rolled steel, oval tube, 2½" overall diameter column, steel caps welded to feet and ground until smooth, 9" x 9" mounting plate, welded to top of column, drilled and tapped to accept 8 ^{7/8} " deep root screws, feet finished with 5/16" screw-threaded levelers Spectone RAL – Choice of complete selection Tables on standard locking casters Ability to flip and nest
E2.11.8	Item No. 39: Style: Dimensions: Top Finish: Edge Detail: Base: Doors: Door Pull: Leg Finish: Notes:	Meeting Room Credenza – See Drawing per E1.2 Custom-built 16" d x 60" l x 36" h 1/30" minimum wood veneer finish, clear maple stain – Wood sample and stain finish to be approved by Contract Administrator Solid Full Knife Edge on front and sides; Flat Edge on rear ML Three (3) doors with pulls Richelieu Reference No. 39995, Metal – Colour Finish 174, Dimension 128 mm Extruded aluminum feet – 2" to 4" high 1 bank of drawers – Box, Box, File, drawer filing rail included 2" central grommet Unit must be wall mounted with bracket supplied Ventilation for A/V equipment required
E2.11.9	Item No. 40: Style: Dimensions: Top Finish: Edge Detail: Base: Doors: Door Pull: Shelves: Leg Finish: Notes:	Waiting Room Credenza – See Drawing per E1.2 Custom-built 24" d x 72" l x 36" h 1/30" minimum wood veneer finish, clear maple stain – Wood sample and stain finish to be approved by Contract Administrator Flat Edge all sides ML Two (2) doors with pulls Richelieu Reference No. 39995, Metal – Colour Finish 174, Dimension 128 mm Three (3) adjustable Extruded aluminum feet – 2" to 4" high Open space for fridge with venting and cabling cut-outs No grommets
E2.11.10	Item No. 41: Style: Dimensions: Top Finish: Edge Detail: Base: Doors: Door Pull: Shelves: Leg Finish: Notes:	Coffee Station Credenza – See Drawing per E1.2 Custom-built 24" d x 72" l x 36" h 1/30" minimum wood veneer finish, clear maple stain – Wood sample and stain finish to be approved by Contract Administrator Solid Full Knife Edge on front and sides; Flat Edge on rear ML Two (2) doors with pulls Richelieu Reference No. 39995, Metal – Colour Finish 174, Dimension 128 mm Three (3) adjustable Extruded aluminum feet – 2" to 4" high Open space for fridge with venting and cabling cut-outs