



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 687-2013

**SUPPLY, DELIVERY AND INSTALLATION OF LIBRARY SHELVING FORT GARRY
LIBRARY AT 1360 PEMBINA HIGHWAY**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY, DELIVERY AND INSTALLATION OF LIBRARY SHELVING FORT GARRY LIBRARY AT 1360 PEMBINA HIGHWAY

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 2, 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 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.

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 notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 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/>

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.

B6.2.3 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 Plant, Materials and methods 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 three (3) 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 Plant, Material or method 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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

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 Total Bid Price 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 COMPONENTS

- 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.

B8.8.2 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;
- (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.

B9.4.2 All signatures shall be original.

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 the lump sum price in Canadian funds for the Work on Form B: Prices.

B10.1.1 Notwithstanding C12.2.3(c), prices for Item 1 on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be shown separately as Item 2 on Form B: Prices

B10.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

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; 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) 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/bidopp.asp>

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 C23.3, 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 there from (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B7.
- B15.2 Further to B15.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid 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 lump sum price shown on Form B: Prices.

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, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B16.5 The Contract, as defined in C1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* 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 Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of supply, delivery and installation of library shelving @ Fort Garry Library – 1360 Pembina Highway, Winnipeg Manitoba.

D2.1.1 The floor where the shelves are to be installed is constructed of cast concrete and finished with a 24" x 24" carpet tile. The bookshelves will not be fastened to the floor.

D2.1.2 The wall is cinderblock, strapped with 2'x2'lumber and covered with drywall. The wood/drywall wall is approximately 2" thick and fastening to the cinderblock will be possible.

D2.1.3 The library was constructed in 1960, Children's Section 105 and Reference Section 104 were added in 1967.

D2.2 When used in this Bid Opportunity:

(a) "DF" means double-faced;

(b) "SF" means single-faced;;

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Greg Kucel
Project Officer
Planning, Property & Development Department
Telephone No. 204- 986-3429
Facsimile No. 204- 986-7311

D3.2 Bids Submissions must be submitted to the address in B8.5.

D4. CONTRACTOR'S SUPERVISOR

D4.1 At the pre-construction meeting, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

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

D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

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

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

D6. NOTICES

D6.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D3.1.

D6.3 Notwithstanding C21., 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

D6.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services

Facsimile No.: 204 947-9155

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. INSURANCE

D8.1 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, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (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;

- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 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 seven (7) Calendar Days from notification of the award of Contract by Purchase Order.
- D8.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

SCHEDULE OF WORK

D9. COMMENCEMENT

- D9.1 The Contractor shall not commence any Work until he/she is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D9.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) evidence of the insurance specified in D8;
- D9.2.1 If the actual date of award is later than the intended date, the dates specified for Critical tags, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D10. DELIVERY AND INSTALLATION

Delivery

- D10.1 All shelving and components shall be ready to be **delivered** to the Site on **November 4, 2013** between 7:00 a.m. and 3:00 p.m. Delivery will be f.o.b. destination, freight prepaid to:
1360 Pembina Highway
Winnipeg, Manitoba R3T 2B4
- D10.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days prior to delivery.
- D10.3 The Contractor shall check to ensure all items are delivered in accordance with the specifications and shall be responsible for any discrepancies.
- D10.4 The Contractor shall off-load goods as directed at the delivery location

Installation

- D10.5 **Installation** shall take place within two (2) working days of delivery, and installation shall be complete within eight (8) working days of commencement.
- D10.6 The Library is undergoing major renovations and may be under construction when the shelving is to be delivered. Depending on the construction schedule, the delivery date may be modified slightly to accommodate the state of renovations, in which case the installation start shall be adjusted for the exact delay to delivery. The Contractor shall ensure and successfully complete the following:

- (a) Verify all as-built dimensions at shelving locations in building before fabrication and adjust the manufactured product to suit these conditions.
- (b) During installation, damaged or defective shelving or components shall be replaced and/or repaired as directed by the Contract Administrator at no cost to The City. If repairs are possible, and authorized by the Contract Administrator, the Contractor shall touch up marred finishes or replace component parts as necessary to eliminate evidence of damage.
- (c) Install library stack system units at locations shown - in continuous ranges made up of number of units shown and complying with manufacturer's instructions. Set units plumb and level, with permanent attachment and support.
- (d) Anchor single-faced ranges to wall construction.
- (e) Assemble support systems, to what extent not factory assembled, by bolting.
- (f) Anchor supporting members, posts, ties, channels, brackets, to walls, ceilings, columns, or beams as required for stability of units.
- (g) Install metal canopy tops by concealed bolting.
- (h) Install shelves at equal spacing in each unit.
- (i) Install all book stack units over finished floor material.

D11. LIQUIDATED DAMAGES

- D11.1 If the Contractor fails to complete installation in accordance with the Contract the Contractor will pay the City one hundred dollars (\$100.00) per civic Working Day for each and every Working Day which such failure continues.
- D11.2 The amount specified for liquidated damages in D11.1 is based on a genuine pre-estimate of the City's damages.
- D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

MEASUREMENT AND PAYMENT

D12. INVOICES

- D12.1 Further to C12, the Contractor shall submit an invoice for each portion of Work performed. 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
- D12.2 Invoices must clearly indicate, as a minimum:
 - (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of work performed;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.

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

D12.4 Bids Submissions must be submitted to the address in B8.5.

D13. PAYMENT

D13.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D14. WARRANTY

D14.1 Warranty is as stated in C13.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. The following are applicable to the Work:
- E1.3 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
687-2013_Drawing_A10-R0	Partial Main & Mezzanine Floor Plan Book Shelving Plan

E2. GOODS

- E2.1 These specifications will cover the supply and installation of cantilever bracket-type metal shelving. Unless otherwise specified, the Contractor shall be responsible for the furnishing of all materials, labour and apparatus necessary for the proper installation of all shelves and the associated components and/or accessories in accordance with the requirements hereinafter specified.
- E2.2 Adjustable Cantilever Bracket Type Metal Library Book-stack:
- (a) Welded frame design with members consisting of:
 - (i) Adjustable shelves and brackets of varying depth
 - (ii) Base shelves
 - (iii) Base shelf brackets
- E2.2.2 Finishes for Shelving, Components & Accessories:
- (a) Shall be finished in a manner that has no exposed sharp edges to reduce risk of injuries.
 - (b) Painted with an electrostatically applied Powder Coat paint or baked-on enamel finish.
 - (c) One single color will be required for the entire contract. This color shall be selected from the manufacturer's standard color card. This standard color shall be available for further installation approximately 18 months after this installation is completed.
- E2.2.3 Steel:
- (a) Provide materials and quality of workmanship which meets or exceeds established industry standards for products specified.
 - (b) Provide in minimum gauges as specified below by component:
 - (i) Upright columns: 16 gauge
 - (ii) Top and bottom spreaders: 16 gauge
 - (iii) Shelves (including base shelves): 18 gauge
 - (iv) Canopy Tops: 18 gauge
 - (v) Shelf end brackets: 16 gauge
- E2.2.4 Library Stack System shall be:
- (a) Fully and easily adjustable, such that the components are interchangeable and can be expanded or reconfigured as needed and to adapt as needed to specialty shelves.

- (b) Shelf height adjustable in 1 inch increments, have the ability for easy conversion from single-faced to double-faced units.
- (c) Include floor and wall anchors and fully adjustable leveling systems for each section.

E2.2.5 Standard Unit Sizes:

- (a) Except as otherwise indicated, shall provide units of standard 36" nominal width with shelf depth and height as specified.

E2.2.6 Standard Components:

- (a) Welded Frame:
 - (i) Shall be formed no less than 16 gauge steel with upright slots spaced on 1" centres.
- (b) Bottom Spreader:
 - (i) Shall be formed of no less than 16 gauge steel and include built-in or pre-drilled capacity for floor levellers.
- (c) Top Spreader:
 - (i) Shall be formed of no less than 16 gauge steel.
- (d) Base Bracket:
 - (i) Shall be designed to fit snugly in and around frame upright.
 - (ii) Shall be formed of no less than 16 gauge steel.
- (e) Closed Base Shelves:
 - (i) Base shelves shall be formed from no less than 18 gauge steel into one piece construction designed to fit snugly around upright columns and have brackets without need for hardware fasteners.
 - (ii) Front height shall be at least 3 inches and overall width shall be flush with adjustable shelves.
 - (iii) Rear edge shall have a triple 90-degree bend. May be closed or have kick plate.
- (f) Adjustable Shelves:
 - (i) Adjustable shelves shall be formed from no less than 18 gauge steel with a triple 90-degree bend on both front and rear edges.
 - (ii) Sides of shelf shall be flanged for locking to end bracket grips.
 - (iii) Shelves shall support books loads of 50 pounds per square foot.
 - (iv) Shelves shall include integral backs high enough to stop books from falling off back or moving onto adjoining rear shelf OR shall include separate attachable back stops.
- (g) Backstops:
 - (i) Backstops shall be adjustable and available in a minimum height of 2" height.
 - (ii) Backstops shall fit into upright slots and be available in double-sided configuration.
- (h) Shelf End Brackets:
 - (i) Shall be formed of no less than 16 gauge steel and extend no less than 6" above shelf surface.
- (i) Wall Anchor Brackets:
 - (i) Shall be appropriate metal brackets for attaching single-faced units to building walls are to be securely attached to welded frame top spreader and to structural wall element using prescribed hardware.
 - (ii) All brackets shall be painted the same paint material and color as the shelving frame.

E2.2.7 Accessories:

- (a) One Piece Divider Type Shelves shall include:
 - (i) Shelf and integral backs slotted on 1" centers to accept minimum 5" high adjustable dividers with five dividers per shelf.
 - (ii) Shelves minimum 9" nominal depth.
- (b) Sloped Display Shelving shall include::
 - (i) Allow for face-out display of larger books of varying depths (up to 2") and heights (12" to 14").
- (c) Sloped Base Shelving shall include
 - (i) Allow for the sloped, spine out display of items on the bottom shelf to enhance visibility.
 - (ii) Incorporate a minimum 2" high backstop to keep items from falling behind the shelf.
 - (iii) Available as adjustable or base shelves.
- (d) Pivoting or Hinged Periodical Display Shelving shall include :
 - (i) Sloping display shelves hinged to an adjustable shelf and base shelf brackets.
 - (ii) Display shelves will have a maximum 14" height, be hinged to provide a clear storage height of 8" and include a mechanism to allow the shelf to stand without holding in the open position.
 - (iii) Lower edge of display shelf shall have a flange and turned up lip to provide a 1" clearance behind the lip.
 - (iv) Display shelves shall be equipped with rubber bumpers for sound deadening.
 - (v) Flat storage shelves shall have a minimum 12" nominal depth.
- (e) Book Ends / Supports shall include :
 - (i) Each flat shelf to include one of the following types:
 - ◆ Sliding wire book support that attaches to and slides along back edge of integral back shelves OR
 - ◆ Hook-on book supports, to be 6" or 9" height.
- (f) Canopy Tops shall include:
 - (i) Book stack units shall extend the full width and depth of the unit base.

E3. EQUIPMENT ITEMIZATION

Units	Height	Location	Description	No. & Type of Shelves
3 3 D F b a y s	66"	1.A Children's Display	66"H x 36"W units with: <ul style="list-style-type: none"> • 1 row @ 3 DF bays • 5 shelves/bay <u>Supply & install metal canopy tops</u>	30 shelves @ 10" D: <ul style="list-style-type: none"> • 4 hinged 11" periodical display shelves • 1 hinged 11" periodical display base shelf • 4 adjustable 9" divider shelves • 1 base 9" divider shelf • 5 sloped display shelves • 11 flat adjustable shelves • 4 flat base shelves

Units	Height	Location	Description	No. & Type of Shelves
15 DF bays	66"	1.B Children's Main Stacks	66"H x 36"W units with: <ul style="list-style-type: none"> • 3 rows @ 5 DF bays • 5 shelves/bay <u>Supply & install metal canopy tops</u>	150 shelves @ 10" D: <ul style="list-style-type: none"> • 30 flat base shelves • 120 adjustable shelves: <ul style="list-style-type: none"> ○ 108 flat adjustable shelves ○ 12 sloped display shelves
4 SF bays	66"	1.C Children's Stacks	66"H x 36"W unit with: <ul style="list-style-type: none"> • 1 row @ 4 SF bays • 5 shelves/bay <u>Supply & install metal canopy tops</u>	20 shelves @ 10" D: <ul style="list-style-type: none"> • 4 flat base shelves • 16 flat adjustable shelves
14 SF bays	42"	1.D Children's Wall Mount	42"H x 36"W wall mount units with: <ul style="list-style-type: none"> • 1 row @ 5 SF bays mounted approx. 24" above floor due to baseboard heaters • 1 row @ 9 SF bays • 3 shelves/bay <u>Supply & install metal canopy tops</u>	42 shelves @ least 11"D: <ul style="list-style-type: none"> • 14 flat base shelves • 28 flat adjustable shelves
5 SF bays	66"	2.A Adult Magazines	66"H x 36"W units with: <ul style="list-style-type: none"> • 1 row @ 3 SF bays • 1 row @ 2 SF bays • 4 shelves/bay <u>Supply & install metal canopy tops</u>	20 shelves @ least 11" D: <ul style="list-style-type: none"> • 5 hinged periodical display base shelves • 15 hinged periodical display adjustable shelves
6 DF bays	66"	2.B Adult Express / Holds	66"H x 36"W units with: <ul style="list-style-type: none"> • 1 row @ 6 DF bays • 5 shelves/bay <u>Supply & install metal canopy tops</u>	60 shelves @ 10"D: <ul style="list-style-type: none"> • 19 flat base shelves • 32 flat adjustable shelves • 4 sloped display shelves • 3 base 9" divider shelves • 12 adjustable 9" divider shelves
24 DF bays	78"	2.C Adult Nonfiction Stacks	78"H x 36"W units with: <ul style="list-style-type: none"> • 4 rows @ 6 DF bays • 3 rows @ 6 shelves/bay • 1 row @ 5 shelves/bay <u>Supply & install metal canopy tops</u>	276 shelves @ 10"D: <ul style="list-style-type: none"> • 48 flat base shelves • 8 sloped display shelves • 220 flat adjustable shelves
34 DF bays	66"	3.A Adult Fiction Stacks (Hogg Room)	66"H x 36" W units with: <ul style="list-style-type: none"> • 1 row @ 6 DF bays • 4 rows @ 7 DF bays • 5 shelves/bay <u>Supply & install metal canopy tops</u>	340 shelves @ 10"D: <ul style="list-style-type: none"> • 68 flat base shelves • 10 sloped display shelves • 262 flat adjustable shelves

Units	Height	Location	Description	No. & Type of Shelves
10 SF bays	42"	3.B YA Stacks (Hogg Room)	<u>canopy tops</u> 42"H x 36"W wall mount units with: <ul style="list-style-type: none"> • 1 row @ 10 SF bays • 3 shelves/bay • Mount approx. 24" above floor due to baseboard heaters <u>Supply & install metal canopy tops</u>	30 shelves @ least 11" D: <ul style="list-style-type: none"> • 9 flat base shelves • 18 flat adjustable shelves • 1 hinged periodical display base shelf • 2 hinged periodical display adjustable shelves
<p>TOTAL SHELVING UNITS</p> <ul style="list-style-type: none"> • 24 SF bays @ 42" H • 9 SF bays @ 66" H • 58 DF bays @ 66" H • 24 DF bays @ 72" H <p>TOTAL SHELVES BY TYPE</p> <ul style="list-style-type: none"> • 21 x 11" nominal hinged periodical display adjustable shelves • 7 x 11" nominal hinged periodical display base shelves • 16 x 9" nominal divider adjustable shelves • x 9" nominal divider adjustable shelves • 39 x 10" nominal sloped display shelves • 695 x 10" nominal flat adjustable shelves • 186 x 10" nominal flat base shelves <p>Total = 968 shelves</p>				