



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 55-2017**

**SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 3, 2017.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

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

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

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

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

### **B4. CONFIDENTIALITY**

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

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

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

### **B5. ADDENDA**

B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the 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, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

**B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices;
- 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 B15.1(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. DISCLOSURE**

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

B10.2 The Persons are:

- (a) Bf workplace
- (b) Global Territory Manager, Manitoba and NW Ontario

## **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 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 B6;
- (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 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 B9.1, 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 6 of Form A:Bid, the City may 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](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 installation of chairs and tables for 510 Main Council Building, Main, Second and Basement Floors. .

#### **D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is:  
Jennifer Wiwchar-Fast  
Senior Accommodations Planner  
Planning, Property and Development Department  
Telephone No.: 204- 204-986-8642  
Email Address: jwiwchar-fast@winnipeg.ca

#### **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

D5.2 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B7.**

## **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; and
  - (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.

### **D9. DELIVERY**

D9.1 Goods shall be delivered by June 1, 2017, f.o.b. destination, freight prepaid to:  
510 Main Council Building, Winnipeg, Manitoba  
Jennifer Wiwchar-Fast

Senior Accommodations Planner

- 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 8:30 a.m. and 4:30 p.m. on Business Days.
- D9.4 The Contractor shall off-load the Goods as directed at the delivery location.

**MEASUREMENT AND PAYMENT**

**D10. INVOICES**

- D10.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:  
The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: 204- 949-0864  
Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)
- D10.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
  - (b) date of delivery;
  - (c) delivery address;
  - (d) type and quantity of goods delivered;
  - (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
  - (f) the Contractor's GST registration number.
- D10.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D10.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

**D11. PAYMENT**

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

**D12. PAYMENT SCHEDULE**

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

**WARRANTY**

**D13. WARRANTY**

- D13.1 Notwithstanding C11, the warranty period for each item number shall be as outlined in E2.2(g), E2.3(g), E2.4(h), E2.5(h), E2.6(f), E2.7(h), or E2.8(e).

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
A4.3	55-2017 Drawing 510 Main - Floor Plan R0
A4.7	55-2017 Drawing 510 Main – Partial Second Floor Plan R0

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

#### E2. GOODS

E2.1 The Contractor shall supply, deliver, and install furniture in accordance with the requirements hereinafter specified.

E2.2 Section 1 Item No. 1 Meeting Room Chairs shall be Steelcase Think Chair or equivalent in accordance with B6:

(a) Dimensions:

- |                      |                 |
|----------------------|-----------------|
| (i) Overall depth    | 23"D to 25"D    |
| (ii) Overall width   | 27"W            |
| (iii) Overall height | 38"H to 41.75"H |

(b) Back:

- |   |             |
|---|-------------|
| (i) Height from seat  | 22 ¾"       |
| (ii) Width at narrowest point                                 | 18"         |
| (iii) Adjustable lumbar height                                | 6" to 10 ¼" |
| (iv) Weight activated mechanism                               |             |
| (v) Mid-stop recline upright                                  |             |
| (vi) Dynamic continuous back support                          |             |
| (vii) Support and foam construction to allow heat dissipation |             |
| (viii) Adjustable, flexible, contoured lumbar support         |             |
| (ix) 10 Pneumatic controls                                    |             |

(c) Seat:

- |   |             |
|---|-------------|
| (i) Adjustable height   | 16" to 21"  |
| (ii) Seat width   | 19 ¾"       |
| (iii) Adjustable depth  | 15" to 18"  |
| (iv) Adjustable passive seat edge angle   | 2° to 6°    |
| (v) Recline range   | 18°         |
| (vi) Angle between seat and backrest  | 98° to 166° |
| (vii) Swivel  | 360°        |
| (viii) Seat not to have hard edges  |             |
| (ix) Weight activated mechanism with intuitive boost option   |             |
| (x) Controls visible, textured, and easy to reach from seated position on both sides of chair. Knobs and levers should be easy to manipulate with fingertips from a seated position |             |

- (xi) 4lbs/cu ft. polyurethane seat foam
- (d) Arms:
  - (i) Adjustable 7"H to 11"H from seat
  - (ii) Adjustable 14 ½"W to 19 ½"W
  - (iii) Armcap pivot range 30° inward and 30° outward (27")
  - (iv) Depth adjustment 3"
  - (v) Contoured HWPD black polyurethane foam and plastic armcaps
  - (vi) Armrest pivot, width and depth adjustments made by simple pushing and pulling
- (e) Base:
  - (i) 5-star polished aluminum base with minimum dimension of 26"
  - (ii) 5 x 2 ½" diam. nylon hard casters contact floor on 27 ¾" diam. (carpeted floor)
- (f) Upholstery and Finishes:
  - (i) Vinyl seat and back Steelcase Stand In Classics Collection Colour: Cyclone 35623, Sewn upholstery
- (g) Warranty:
  - (i) Lifetime warranty (includes shipping, parts, and labour for repair or replacement)
  - (ii) 12 year warranty for mechanisms, pneumatic cylinders, arm caps, foam, glides and casters
  - (iii) Warranted for users up to 300 lbs.
  - (iv) Warranted for 24/7 application
  - (v) Product guaranteed in writing to be available for a minimum of 10 years after first order entry
- (h) Standards:
  - (i) Meets or exceeds ANSI/BIFMA
  - (ii) Meets CAL 117
  - (iii) Meets or exceeds ANSI/HFES 100-2007
  - (iv) Meets CAL TB 113
- (i) Environmental Features:
  - (i) Constructed free of environmentally hazardous materials such as PVC, CFC, solvent-based adhesives, heavy metals (chrome, lead, and mercury), and benzene and free of environmentally hazardous processes such as those that produce VOCs and deplete ozone
  - (ii) Painted components coated with powder coat paint
  - (iii) MBDC Cradle-to-Cradle Gold certification
  - (iv) Independent organization and testing laboratory certification in accordance with ISO/IEC Guide 65 for following: California DPH CA Section 01350, ANSI/BIFMA X7.1, ANSI/BIFMA M7/1, SCS Indoor Advantage Gold Certification for air quality
  - (v) Level 2 Certified with BIFMA e3 Furniture Sustainability Standards
- (j) Life Cycle and Recyclability/Recycles Content
  - (i) Manufacturer to provide opportunities for the Customer to recycle, resell, or refurbish their used furniture
  - (ii) Chair to be KD (knock-down)
  - (iii) Manufacturer to be 3<sup>rd</sup> party certified for environmentally-intelligent product design (ie. MBDC Cradle-to-Cradle)
  - (iv) To be constructed of minimum 28% recycled content
  - (v) Plastic components of chair are 95% recyclable at end of life
- (k) Special Requirements – Backrest Detail:
  - (i) City crest to be centered and embroidered on inner backrest

- (ii) Manufacturer to submit sample of crest on vinyl fabric for Contract Administrator approval prior to fabrication or sample previously provided for same product
- (iii) Electronic file will be provided to successful proponent upon award of Contract.

E2.3 Section 2 Item No. 2 – Task Chairs shall be :Steelcase Amia 482 Chair or equivalent in accordance with B6:

(a) Dimensions:

- (i) Overall depth 21 3/4"D to 24 3/4"D
- (ii) Overall width 26 5/8"W
- (iii) Overall height 37 1/4"H to 42 1/2"H

(b) Back:

- (i) Height from seat 25"
- (ii) Width at narrowest point 18 7/8"
- (iii) Concealed Adjustable lumbar height 6 1/4" to 10"
- (iv) Upright back lock allows user to lock back in the full upright position, or release for full-tilt motion
- (v) Back tension adjustment allows change in rate of increase or decrease in force as user reclines
- (vi) Support and foam construction to allow heat dissipation
- (vii) Contoured backrest for side to side motion
- (viii) No hard edges
- (ix) Maximum recline angle of back relative to horizontal of 119.4 °
- (x) Backrest reclines at least 19.5 °
- (xi) Backrest allows healthy spinal motion; allowing for frequent movement and postural change to support user comfort.
- (xii) Chair achieves a position that is vertical for the rear of vertical for user's torso
- (xiii) Structural support for entire length of the spine from lower back through the thoracic Area
- (xiv) Flexible backrest conforms to the individuals spinal motion and does not gap in the lower back support.
- (xv) Back cushion is at least 1.20" thick PET foam (50% post consumer)

(c) Seat:

- (i) Adjustable height 16" to 21"
- (ii) Seat width 19 3/8"
- (iii) Adjustable depth with 9 lockable positions 15 1/2" to 18 1/2"
- (iv) Adjustable passive seat edge angle -3° to +3°
- (v) Recline range 20°
- (vi) Angle between seat and backrest 100° to 120°
- (vii) Swivel 360°
- (viii) Seat not to have hard edges
- (ix) Controls visible, textured, and easy to reach from seated position on both sides of chair. Knobs and levers should be easy to manipulate with fingertips from a seated position
- (x) 3.8lbs/cu ft.density polyurethane seat foam
- (xi) Seat depth allows user's back to be in full contact with the backrest while preventing contact between the back of the knee and the front of the seat pan
- (xii) Seat design automatically responds to movement to support a balanced posture.
- (xiii) Passive seat edge angle allows the front edge of the seat to flex 1- 1/2" relieving pressure behind the thighs, allowing proper blood circulation to the user's legs and feet.

- (xiv) Seat pan and foam are constructed to allow heat to dissipate from the body through the seat to offer the user thermal comfort.
- (d) Arms:
  - (i) Height Adjustable 7"H to 11"H from seat
  - (ii) Width Adjustable 2 ¼" per arm, 13w-19 1/2w between arms
  - (iii) Armcap pivot range 30° inward and 30° outward (27")
  - (iv) Depth adjustment 3"
  - (v) Arm caps 3 ¾" w x 10"l Contoured HWPD black polyurethane foam
  - (vi) Armrest pivot, width and depth adjustments made by simple pushing and pulling
  - (vii) Independent arm adjustment
  - (viii) Arms remain stationary during posture adjustment
  - (ix) Arm adjustments are able to be made while seated.
- (e) Base:
  - (i) 5-arm molded polypropylene cover (black finish) with minimum dimension of 26"
  - (ii) 5 x 2 ½" diam. nylon hard casters contact floor on 27 ¾" diam. (carpeted floor)
  - (iii) Welded steel construction with five 16 ga. Steel arms
  - (iv) Top actuated pneumatic cylinder is standard construction and filled with inert gas, rated at a minimum of 300 Newtons in compression and extension.
- (f) Upholstery and Finishes:
  - (i) Plastic #6205 Black, Upholstery; Cogent Connect #5S26 Licorice
  - (ii) Sewn upholstery
- (g) Warranty:
  - (i) Lifetime warranty (includes shipping, parts, and labour for repair or replacement)
  - (ii) 12 year warranty for mechanisms, pneumatic cylinders, arm caps, foam, glides and casters
  - (iii) Warranted for users up to 400 lbs.
  - (iv) Warranted for 24/7 application
  - (v) Product guaranteed in writing to be available for a minimum of 10 years after first order entry
- (h) Standards:
  - (i) Meets or exceeds ANSI/BIFMA
  - (ii) Meets CAL 117
  - (iii) Meets or exceeds ANSI/HFES 100-2007
  - (iv) Meets CAL TB 113
- (i) Environmental Features:
  - (i) Constructed free of environmentally hazardous materials such as PVC, CFC, solvent-based adhesives, heavy metals (chrome, lead, and mercury), and benzene and free of environmentally hazardous processes such as those that produce VOCs and deplete ozone
  - (ii) Painted components coated with powder coat paint
  - (iii) MBDC Cradle-to-Cradle Gold certification
  - (iv) Independent organization and testing laboratory certification in accordance with ISO/IEC Guide 65 for following: California DPH CA Section 01350, ANSI/BIFMA X7.1, ANSI/BIFMA M7/1, SCS Indoor Advantage Gold Certification for air quality
  - (v) Level 2 Certified with BIFMA e3 Furniture Sustainability Standards
- (j) Life Cycle and Recyclability/Recycles Content
  - (i) Manufacturer to provide opportunities for the Customer to recycle, resell, or refurbish their used furniture

- (ii) Chair to be KD (knock-down)
- (iii) Manufacturer to be 3<sup>rd</sup> party certified for environmentally-intelligent product design (ie. MBDC Cradle-to-Cradle)
- (iv) To be constructed of minimum 22% recycled content
- (v) Chair is 97% recyclable at end of life

E2.4 Section 3 Item No. 3 – Lounge Chair shall be Teknion Tux Lounge Chair or equivalent in accordance with B6:

- (a) Dimensions:
  - (i) Overall depth 33"D
  - (ii) Overall width 33"W
  - (iii) Overall height 31"H
- (b) Back:
  - (i) Mid Back Height from seat 16"
  - (ii) Angle between seat and back 105°
  - (iii) Cushions are loose and reversible with removable upholstery and moisture barrier
  - (iv) Sealed seams
  - (v) Interior VC grade foam
- (c) Seat:
  - (i) Depth 21"
  - (ii) Width 25 1/2"
  - (iii) Cushions are loose and reversible with removable upholstery and moisture barrier
  - (iv) Sealed seams
  - (v) Interior VC Grade Foam
- (d) Arms:
  - (i) Height 8" from seat, 24" from floor
  - (ii) Closed with rectangular shape
  - (iii) Interior VC grade foam
- (e) Base:
  - (i) 4 post leg, welded and chrome plated- 4 faces, 14 gauge
  - (ii) Floor protection caps to be provided"
- (f) Frame:
  - (i) Solid Hardwood, dowelled construction
  - (ii) Webbing made of elasbelt "GreenLine" type 450/S, tensile strength 815 lbs.
- (g) Upholstery and Finishes:
  - (i) Bleach cleanable, minimum 250,000 double rubs
  - (ii) Luum , Fine Grain, Colour: River Ore #4046-02
  - (iii) Sta-Kleen Stain Resistant, Anti-Microbial
  - (iv) BPA Free, Formaldehyde Free, Heavy Metal Free, Low VOC, Phthalate Free, PVC Free, Solvent/DMF Free.
- (h) Warranty:
  - (i) Lifetime warranty on materials and craftsmanship, save for C.O.M. fabric)
- (i) Standards:
  - (i) Meets or exceeds ANSI/BIFMA
  - (ii) Meets CAL 117
- (j) Environmental Features:
  - (i) Greenguard Gold certification
  - (ii) BIFMA Level 2 certification

(iii) Canadian Manufactured

E2.5 Section 4 Item No. 4 – Guest Chairs shall be Nightingale Tonik Model 1100 or equivalent in accordance with B6.

(a) Dimensions:

- (i) Overall depth 28.5”D
- (ii) Overall width 24”W
- (iii) Overall height 36-39.5”H

(b) Back:

- (i) Mid Back Height from seat 15.25”
- (ii) Back Width 18”
- (iii) Upholstered

(c) Seat:

- (i) Depth 18.25”-19”
- (ii) Width 18”
- (iii) Upholstered

(d) Arms:

- (i) Inside Arm 18.5”
- (ii) Continuous with back
- (iii) Upholstered

(e) Base:

- (i) 5 prong polished aluminum base with clear lacquer finish,
- (ii) Hard Casters for carpeted floor

(f) Frame:

- (i) Swivel-tilt mechanism with pneumatic height adjustment and tension control
- (ii) Wood Frame interior construction

(g) Upholstery and Finishes:

- (i) Momentum Textiles: Pattern: Fuse, Colour: Azurean
- (ii) Latex Backing
- (iii) Soil & Stain Resistant
- (iv) 100,000 double rubs

(h) Warranty:

- (i) Lifetime Limited: all non-moving parts.
- (ii) 10 years: Control mechanisms, casters, pneumatic cylinders, self-skinned urethane parts and plastic shells.
- (iii) 5 year: Upholsteries.

(i) Standards:

- (i) Meets or exceeds ANSI/BIFMA
- (ii) Meets CAL 117

(j) Environmental Features:

- (i) Greenguard certification
- (ii) BIFMA Level 1 certification
- (iii) Canadian manufactured

E2.6 Section 5 Item No. 5 – Side chairs shall be Global Popcorn Model 6713 or equivalent in accordance with B6.

(a) Dimensions:

- (i) Overall width 18”W

- (ii) Overall height 32.5"H
- (b) Back:
  - (i) Back Height from seat 15"
  - (ii) Back Width 18"
  - (iii) Hand-hold pass through on top edge of chair for ease of movement
  - (iv) Molded single piece, polypropylene shell
- (c) Seat:
  - (i) Depth 18"
  - (ii) Width 18"
  - (iii) Height 17"
  - (iv) Upholstered seat in vinyl with 0.75" thick foam, density 1.5 lbs.
  - (v) Seat pan has waterfall edge to help maintain proper leg circulation
  - (vi) Molded single piece, polypropylene shell
  - (vii) Weight Capacity, static load of 1000lbs, active weight capacity of 300lbs.
- (d) Base:
  - (i) Solid steel rod with chrome finish Sled base, 0.5" diameter
  - (ii) No crossbar on base so as to not interfere with legs of feet
  - (iii) Leg design prevents chair back from damaging walls
  - (iv) Two clear non-marking glides to be provided
  - (v) Seating shipped fully assembled.
- (e) Upholstery and Finishes:
  - (i) Contract Administrator to select shell and vinyl upholstery from manufacturer's full range of colour options.
- (f) Warranty:
  - (i) Lifetime warranty on all components except the following
  - (ii) 5 year warranty on foams and fabrics.
  - (iii) 12 year warranty on control mechanisms
- (g) Standards:
  - (i) Meets or exceeds ANSI/BIFMA
  - (ii) Meets CAL 117
- (h) Environmental Features:
  - (i) Greenguard gold certification
  - (ii) Level 3 Certification
  - (iii) BIFMA Level 1 certification
  - (iv) Canadian manufactured

E2.7 Section 5 Item No. 6 – Tablet arm chairs shall be Global Citi Square one seater with left or right tablet arm or equivalent in accordance with B6.

- (a) Dimensions:
  - (i) Overall width 31"W
  - (ii) Overall height 30"H
  - (iii) Overall length 33.5"
- (b) Back:
  - (i) Back Height from seat 12.5"
  - (ii) Back Width 21"
  - (iii) Back pan constructed of plywood with 5" foam slab
  - (iv) Upholstered in vinyl grade fabric, contract administrator to select from manufacturer's full range of colours

- (c) Armrests:
  - (i) Arm Height from seat 7.5"
  - (ii) Arm Height from floor 25"
  - (iii) Armrest clearance 21"
  - (iv) Upholstered in vinyl grade fabric, contract administrator to select from manufacturer's full range of colour.
- (d) Seat:
  - (i) Depth 19.5"
  - (ii) Width 21"
  - (iii) Height 17.5
  - (iv) Back pan constructed of plywood with 5" foam slab
  - (v) Upholstered in vinyl grade fabric, contract administrator to select from manufacturer's full range of colours
- (e) Legs:
  - (i) 5" high, square shape, single piece welded frames, tungsten finish.
- (f) Tablet:
  - (i) Depth 12"
  - (ii) Width 16.5"
  - (iii) Thickness 0.75"
  - (iv) Constructed from thermally fused laminate
  - (v) Tablet arm to be both left hand and right hand seated.
  - (vi) Contract administrator to select from manufacturer's full range of laminate colours
- (g) Upholstery and Finishes:
  - (i) Contract Administrator to select vinyl upholstery from manufacturer's full range of colour options.
  - (ii) Fixed non-removable cushions.
- (h) Warranty:
  - (i) Lifetime warranty on all components for original purchaser except the following
  - (ii) 5 year warranty on foams and fabrics.
  - (iii) 12 year warranty on control mechanisms
- (i) Standards:
  - (i) Meets or exceeds ANSI/BIFMA
  - (ii) Meets CAL 117
- (j) Environmental Features:
  - (i) Greenguard gold certification
  - (ii) Level 3 Certification
  - (iii) Canadian manufactured

E2.8 Section 5 Item No. 7 – Tables shall be Global Bungee Table with Spider Legs and Flip Top #BX2448RES or equivalent in accordance with B6.

- (a) Dimensions:
  - (i) Overall width 24"W
  - (ii) Overall height 29"H
  - (iii) Overall length 48"L
- (b) Legs:
  - (i) Spider Leg style, in silver finish.
  - (ii) Standard Casters with locking mechanism

- (c) Table top:
  - (i) 1" thick top, constructed from high pressure laminate
  - (ii) Interior construction 45lb commercial density particle board
  - (iii) Flip-top worksurface with single hand release mechanism.
  - (iv) 1 center Grommet per table top, centered on table top: F0G2
  - (v) Contract administrator to select from manufacturer's full range of laminate colours
  - (vi) Modesty panel to be included, 1 per table #BX48QMP, 33"x0.25"x10", includes hinged mounting bracket
- (d) Power/Wire Management:
  - (i) 1 Power block per table; includes 1 electrical duplex receptacle and two data receptacles.PMSPDM
  - (ii) 9' black cord included
  - (iii) 22" wire management two wire clamps to be included complete with retrofittable wire management track and two wire clamps BWMD22.
- (e) Warranty:
  - (i) Lifetime warranty on all components for original purchaser except the following
  - (ii) 12 year warranty on control mechanisms
- (f) Standards:
  - (i) Meets or exceeds ANSI/BIFMA
  - (ii) Meets CAL 117
- (g) Environmental Features:
  - (i) Greenguard gold certification
  - (ii) Level 3 Certification
  - (iii) Canadian manufactured

### **E3. APPROVED PRODUCTS**

E3.1 The following products are approved;

- (a) Steelcase Think Chair
- (b) Steelcase Amia Chair 482
- (c) Teknion Tux Lounge Chair
- (d) Nightingale Tonik Model 1100
- (e) Global Popcorn Model 6713
- (f) Global Citi Square one seater with left and right tablet arm laminated
- (g) Global Bungee Table w/Spider Legs and Flip Top #BX2448RES