

## THE CITY OF WINNIPEG

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 570-2017** 

SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE & SHELVING FOR THE NEW WINDSOR PARK LIBRARY LOCATED AT 1195 ARCHIBALD ST.

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## **PART B - BIDDING PROCEDURES**

#### **B1.** CONTRACT TITLE

B1.1 SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE & SHELVING FOR THE NEW WINDSOR PARK LIBRARY LOCATED AT 1195 ARCHIBALD ST.

#### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 24, 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 D4.1.
- 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 <a href="http://www.winnipeg.ca/matmgt/bidopp.asp">http://www.winnipeg.ca/matmgt/bidopp.asp</a>
- 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.
- 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) Montel Incorporated.
  - (b) SpaceSaver Corporation.
  - (c) Tennsco Corporation.
  - (d) KI.

#### **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 <a href="http://www.winnipeg.ca/matmgt/debar.stm">http://www.winnipeg.ca/matmgt/debar.stm</a>
- 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 <a href="http://www.winnipeg.ca/matmgt">http://www.winnipeg.ca/matmgt</a>
- 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 <a href="http://www.winnipeg.ca/matmgt">http://www.winnipeg.ca/matmgt</a>
- B12.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

## **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.
- B15.5 This Contract may be awarded as a whole or separately in sections as identified on Form B: rices.
- 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 <a href="http://www.winnipeg.ca/matmgt/gen\_cond.stm">http://www.winnipeg.ca/matmgt/gen\_cond.stm</a>
- 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 library furniture and shelving at 1195 Archibald Street, at various locations within the building, as instructed by the Contract Administrator.
- D2.2 Further to C7; if at any time during the twelve (12) 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 one hundred percent (100%) additional quantities as extra Work at the unit prices set out in the Contract. The Contractor may decline to supply the additional quantities without penalty.

## D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
  - (a) "p.lam" means plastic laminate;
  - (b) "aff" means above finished floor.
  - (c) "w/" means with.
  - (d) "c/w" means complete with.
  - (e) "mfgr" means manufacturer.

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Mr. Iain Currie, B. Env.D., C.E.T.

**Project Officer** 

Telephone No.: 204-986-3874

Email Address: icurrie@winnipeg.ca

## 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 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

D6.2 Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B7.

#### **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; 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.
- 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 the date specified in C4 for the return of the executed Contract.
- D8.4 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**

## D9. COMMENCEMENT

- D9.1 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.
- D9.2 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 D7;
  - (ii) evidence of the workers compensation coverage specified in C6.16;
  - (iii) evidence of the insurance specified in D8; and
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

## D10. DELIVERY AND INSTALLATION

## **Delivery:**

- D10.1 The current expected delivery and installation date for the Goods is:
  - (a) No earlier than September 5, 2017;
  - (b) No later than September 19, 2017.
- D10.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.
- D10.3 Access and deliveries shall be through the main entrance only. Delivery will be f.o.b. destination, freight prepaid to:

Windsor Park Library 1195 Archibald St.

Winnipeg, MB R2J 0Y9.

- D10.4 Goods shall be delivered between 7:30 a.m. and 4:30 p.m. on Business Days.
- D10.5 The Contractor shall off-load the Goods as directed at the delivery location.

#### Installation:

- D10.6 Installation shall take place within two (2) working days of delivery, and installation shall be complete within eight (8) working days of commencement.
- D10.7 The Library is currently undergoing construction and may be under construction when the goods are to be delivered. Depending on the state of construction, the delivery date may be modified to accommodate ease of delivery, 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 furnishing and shelving locations in the building before fabrication and adjust the manufactured product to suit these conditions.
  - (b) During installation, damaged or defective goods 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) Assemble furnishings and install in locations indicated on attached drawings.
  - (d) Install library stack 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.
  - (e) Anchor single-faced shelving units to wall construction.
  - (f) Assemble shelving support systems.
  - (g) Install shelves at equal spacing in each unit.
  - (h) Install end panels where indicated on attached drawings.
  - (i) Install all book stack units over finished floor material.
  - (j) Removal of packing and shipping materials from site.

(k) Provide Contract Administrator with all written materials and manuals related to supplied goods, including maintenance and warranty information.

## D11. LIQUIDATED DAMAGES

- D11.1 If the Contractor fails to achieve delivery of the Goods within the time specified in D10.1 Delivery the Contractor shall pay the City One Hundred dollars (\$100.00) per Calendar Day for each and every Calendar Day until the Goods have been delivered.
- D11.2 The amount specified for liquidated damages in D11.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve delivery by the day fixed herein for same.
- D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

#### **MEASUREMENT AND PAYMENT**

## D12. INVOICES

D12.1 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

- 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 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.
- D12.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D12.4 Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.

## D13. PAYMENT

D13.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

#### D14. PAYMENT SCHEDULE

D14.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

## WARRANTY

## D15. WARRANTY

D15.1 Warranty is as stated in C11.

## **PART E - SPECIFICATIONS**

#### **GENERAL**

## E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

**Drawing Name/Title** 

No.

A600 Partial Furniture Plan, South A601 Partial Furniture Plan, North

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 furnishings and library shelving in accordance with the requirements hereinafter specified.

## E2.2 Section 1: Tables

E2.2.1 Item 1 (TB1) Study Table:

Mfgr: KI

Series: Synthesis T Size: 36"x72"

Tabletop: Plastic laminate, #LFW Frosty White finish.

Edge: 74P, Frosty White finish.

Legs: Fixed Legs, Cantilevered, 4" offset, Starlight Silver Metallic finish.

Feet: Carpet glides.

Other: Cable management. PowerUp module (2 power, 2 USB) flush with tabletop and

c/w cover.

Location: Main Library (101).

## E2.2.2 Item 2 (TB2) Computer Table:

Mfgr: KI

Series: Synthesis Offset Size: 24"x48"x30"H

Tabletop: Plastic laminate, #LFW Frosty White finish.

Edge: 74P, Frosty White finish.

Legs: Fixed Legs, Cantilevered, 4" offset, Starlight Silver Metallic finish.

Feet: Carpet glides.

Other: Cable management. 3" grommet.

Location: Main Library (101).

## E2.2.3 Item 3 (TB2a) Children's Computer Table:

Mfgr: KI

Series: Synthesis Offset Size: 24"x48"x26"H

Tabletop: Plastic laminate, #LFW Frosty White finish.

Edge: 74P, Frosty White finish.

Legs: Fixed Legs, Cantilevered, 4" offset, Starlight Silver Metallic finish.

Feet: Carpet glides.

Other: Cable management. 3" grommet.

Location: Children's Area.

## E2.2.4 Item 4 (TB4) Self Check & OPAC Station Table:

Mfgr: KI

Series: Pirouette

Size: 36"x20"Dx30"H

Tabletop: Plastic laminate, #LFW Frosty White finish.

Edge: 74P, Frosty White finish.

Legs: Starlight Silver Metallic finish.

Feet: Carpet glides.

Panels: Where noted, 14"x36" perforated steel panel with bracket to sit 8" above and 6"

below table surface. White paint finish.

Other: Cable management. 3" grommet.

Location: Main Library (101).

## E2.2.5 Item 5 (TB5) Printer Station Table:

Mfgr: KI

Series: Pirouette

Size: 24"x22"Dx30"H

Tabletop: Plastic laminate, #LFW Frosty White finish.

Edge: 74P, Frosty White finish.

Legs: Starlight Silver Metallic finish.

Feet: Carpet glides.

Other: Cable management. 3" grommet.

Location: Main Library (101).

## E2.2.6 Item 6 (TB7) Nesting Table:

Mfgr: KI

Series: Pirouette
Size: 30"x66"x29"H

Tabletop: Plastic laminate, #LFW Frosty White finish.

Edge: 74P, Frosty White finish.

Legs: Starlight Silver Metallic finish.

Feet: Carpet wheels.

Location: Multi-Purpose (102).

## E2.2.7 Item 7 (TB8) Tutorial Table:

Mfgr: KI

Series: Pillar

Size: 30"x66"x29"H

Tabletop: Plastic laminate, #LFW Frosty White finish.

Edge: 74P, Frosty White finish.

Legs: Fixed Leg Base, Starlight Silver Metallic finish.

Feet: Carpet glides. Location: Tutorial (105).

## E2.2.8 Item 8 (TB9) Staffroom Table:

Mfgr: KI

Series: Pillar

Size: 36"x36"x29"H

Tabletop: Plastic laminate, #LFW Frosty White finish.

Edge: 74P, Frosty White finish.

Legs: Fixed Leg Base, Starlight Silver Metallic finish.

Feet: Sheet flooring glides.

Location: Tutorial (105).

## E2.3 Section 2: Specialty Tables

## E2.3.1 Item 1 (TB3) Study Table:

Mfgr: Steelcase

Series: Campfire Personal

Size: 14"x19"x26"H

Tabletop: Laminate, Arctic White finish.

Location: Main Library (101).

## E2.4 Section 3: Desks

## E2.4.1 Item 1 (DK1) Manager's Desk:

Mfgr: KI

Series: Toggle

Size: 23 ½"x 58 ½"

Tabletop: Plastic laminate, #LFW Frosty White finish.

Edge: 74P, Frosty White finish.

Legs: Starlight Silver Metallic finish.

Feet: Carpet glides.

Panel: Modesty panel, white p.lam, white frame.

Other: Cable management. 3" grommet.

Location: Office (104).

## E2.4.2 Item 2 (DK2) Work Desk:

Mfgr: KI

Series: Toggle

Size: 29 ½"x 58 ½"

Tabletop: Plastic laminate, #LFW Frosty White finish.

Edge: 74P, Frosty White finish.

Legs: Starlight Silver Metallic finish.

Feet: Sheet flooring glides.

Other: Cable management. 3" grommet.

Location: Workroom (115).

## E2.5 Section 4: Activity Tables

## E2.5.1 Item 1 (TB6) Activity Table:

Mfgr: Allied

Series: Aero Activity

Size: 36"diameter x adjustable low range height (17"-25").

Tabletop: Plastic laminate, Wilsonart Orange Grove D501-60 Matte Finish.

Edge: T-edge, platinum finish.

Legs: Platinum upper leg finish.

Feet: Carpet glides.
Location: Children's Area.

## E2.6 Section 5: Chairs

## E2.6.1 Item 1 (SC1) Armless Chair with Carpet Glides:

Mfgr: Haworth

Series: Very Wire Stacker

Seat/back: Solid plastic, Grey #TR-07.

Sled Base: Chrome finish. Feet: Carpet glides.

Location: Various.

## E2.6.2 Item 2 (SC1a) Armless Chair with Sheet Flooring Glides:

Mfgr: Haworth

Series: Very Wire Stacker

Seat/back: Solid plastic, Grey #TR-07.

Sled Base: Chrome finish.

Feet: Sheet flooring glides.

Location: Staffroom (116).

## E2.6.3 Item 3 (SC2) Arm Chair with Carpet Glides:

Mfgr: Haworth

Series: Very Wire Stacker

Seat/back: Solid plastic, Grey #TR-07.

Arm pads: Grey #TR-07.
Sled Base: Chrome finish.
Feet: Carpet glides.

Location: Various.

## E2.6.4 Item 4 (SC2a) Arm Chair with Sheet Flooring Glides:

Mfgr: Haworth

Series: Very Wire Stacker

Seat/back: Solid plastic, Grey #TR-07.

Arm pads: Grey #TR-07.
Sled Base: Chrome finish.

Feet: Sheet flooring glides.

Location: Staffroom (116).

## E2.6.5 Item 5 (CC1) Chair Cart:

Mfgr: Haworth Series: SCT-1

Other: Carpet wheels.

Location: Multi-Purpose (102).

## E2.6.6 Item 6 (DC1) Desk Chair with Carpet Castors:

Mfgr: Haworth
Series: Very Task
Frame: Grey.

Base: Polished Aluminum.

Trim: Fog Grey.

Back: Mesh, Fog Grey, no lumbar.

Seat: Diagonale, Grade B, #4N-SE Serge.

Arms: 4D.

Feet: Carpet castors.

Other: Back lock. Location: Office (104).

## E2.6.7 Item 7 (DC1a) Desk Chair with Sheet Flooring Castors:

Mfgr: Haworth
Series: Very Task

Frame: Grey.

Base: Polished Aluminum.

Trim: Fog Grey.

Back: Mesh, Fog Grey, no lumbar.

Seat: Diagonale, Grade B, #4N-SE Serge.

Arms: 4D.

Feet: Sheet flooring castors.

Other: Back lock.

Location: Library Services (109) and Workroom (115).

## E2.6.8 Item 8 (ST1) Sit/Stand Stool:

Mfgr: Haworth

Series: Very Task Stool

Frame: Grey.

Base: Polished Aluminum.

Trim: Fog Grey.

Back: Mesh, Fog Grey, no lumbar.

Seat: Diagonale, Grade B, #4N-SE Serge.

Arms: 4D.

Feet: Sheet flooring castors.

Other: Back lock.

Location: Library Services (109).

## E2.7 Section 6: Lounge Chairs

## E2.7.1 Item 1 (LC1) Lounge Chair with Arms:

Mfgr: Nienkamper

Series: Granger #10710

Size: 32"x35".

Upholstery: Unika Vaev, Buzz 690, /54 Chatter.

Base: Chrome.

Location: Main Library (101).

## E2.7.2 Item 2 (LC2) Lounge Chair without Arms:

Mfgr: Nienkamper

Series: Granger #10712

Size: 27"x35".

Upholstery: Unika Vaev, Buzz 690, /54 Chatter.

Base: Chrome.

Location: Children's Area and Main Library (101).

## **E2.8** Section 7: Exterior Chairs

## E2.8.1 Item 1 (LC3) Exterior Chair:

Mfgr: Steelcase

Series: Emu Ivy Lounge

Size: 43 1/4"x35 1/2"Dx26"H

Finish: White.

Other: No cushion. Anchor to decking.

Location: Deck.

## E2.9 Section 8: Specialty Chairs

## E2.9.1 Item 1 (CS1) Child Seating:

Mfgr: Knoll

Series: Maya Lin Stones Size: 16"Wx12"Dx10"H

Finish: SPRC (Grey).

Other: Weighted.

Location: Children's Area.

## E2.9.2 Item 2 (AS1) Adult Seating.

Mfgr: Knoll

Series: Maya Lin Stones
Size: 27"Wx19"Dx15"H
Finish: SPRC (Grey).

Other: Weighted.

Location: Children's Area.

## E2.10 Section 9: Lockers & Janitor's Shelving

## E2.10.1 Item 1 (LK1) Lockers:

Mfgr: Shanahan's Series: Apex-20

Size: 12"x15"D x72"H. Double tier with base and end panels.

Doors: Perforated, hasp for padlock.

Finish: The Contractor shall submit samples for approval to the Contract Administrator

one week before ordering/installing.

Location: Staffroom (116).

## E2.10.2 Item 2 (SH8) Janitor's Shelving:

Mfgr: North American Steel

Series: Easy-Up

Size: 36"x74"x18"D

Supports: Medium duty, 14 gauge steel.

Shelving: Minimum 14 gauge steel, four adjustable height shelves plus base and top shelf.

Decking: 5/8" medium density industrial grade particleboard, installed without use of nuts

or bolts.

Finish: Light grey.

Other: Shelves adjustable in 1" increments.

Location: Janitor's Room (111).

## E2.11 Section 10: Specialty Storage

E2.11.1 Item 1 (BB1) Book Bins:

Mfgr: Whitney Bros.

Series: Mobile Book Storage Island, WB0383.

Size: 19"x44"x30".

Finish: Birch w/clear coat. Location: Children's Area.

## E2.12 Section 11: Shelving

- E2.12.1 These specifications will cover the supply and installation of cantilever bracket-type metal shelving noted in E3 Shelving Itemization. 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.
- E2.12.2 The specific location of shelving is to be reconfirmed with Contract Administrator before installation.
- E2.12.3 The Adjustable Cantilever Bracket Type Metal Library Book-stack:
  - (a) Welded frame design with components consisting of:
    - (i) Adjustable shelves and brackets of varying depth
    - (ii) Base shelves
    - (iii) Base shelf brackets
    - (iv) Canopy tops
- E2.12.4 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 (light grey) 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.

(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

#### E2.12.6 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 wall anchors where specified and fully adjustable levelling systems for each section.

#### E2.12.7 Standard Unit Sizes:

- (a) Except as otherwise indicated in E3 Shelving Itemization, shall provide:
  - (i) Units of standard 36" nominal width.
  - (ii) Units of standard 66" nominal height.
  - (iii) Shelving of standard nominal 10" depth.

#### E2.12.8 Standard Components:

- (a) Welded Frame:
  - (i) Shall be formed of no less than 16 gauge steel with upright slots spaced on 1" centres.
- (b) Bottom Spreader:
  - (i) Shall be formed no less than 16 gauge steel and include built-in or pre-drilled capacity for floor levellers.
- (c) Top Spreader
  - (i) Shall be formed 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 minimum triple 90-degree bend. May be closed or have kick plate.
  - (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.

## (f) Adjustable Shelves:

- (i) Adjustable shelves shall be formed from no less than 18 gauge steel with a minimum 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 book 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 fixed or adjustable and be a minimum of 2" height where adjustable.
- (ii) Backstops, if adjustable, shall fit into upright slots and be available in doublesided configuration.

## (h) Shelf End Brackets:

(i) Shall be formed 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.

## (j) Canopy Tops:

- (i) Book stack units shall extend the full width and depth of the unit base.
- (ii) Flat, steel canopy tops to extend the full width and depth of the unit base, bracketed to uprights.
- (iii) All canopy tops shall be painted the same paint material and color as the shelving frame.

## (k) End Panels:

- (i) Constructed of 3/4" thick plywood with high pressure plastic laminate finish (white, selected from manufacturers standard range) with matching vinyl T-edge OR 3/4" thick melamine (white, selected from manufacturers standard range) with matching vinyl T-edge.
- (ii) Gables to encompass full height of library shelving supports, aligning with top canopy and be mechanically fastened to metal end supports. Refer to drawings for locations.

#### E2.12.9 Specialty Components:

- (a) Integral Back Base Shelves shall include:
  - (i) Flat, fixed base shelf with backstop.
  - (ii) End brackets and one wire divider per unit.
- (b) Adjustable Integral Back Shelves shall include:
  - (i) Flat adjustable shelves with backstop.
  - (ii) End brackets and one wire divider per unit.
- (c) Sloped Display Shelving shall include:
  - (i) Allow for face-out display of larger books of varying depths (up to 2") and heights (12"-14").
- (d) Slotted Shelving and Slotted Base Shelving shall include:
  - (i) Shelf and integral backs slotted on 1" centers to accept minimum 5" high adjustable dividers with three dividers per shelf.
  - (ii) Shelves minimum 9" nominal depth.
- (e) 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.
- (f) Book Ends / Supports shall include:
  - (i) Each flat shelf to include one 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" in height.

## E3. SHELVING ITEMIZATION

E3.1 Locations have been indicated on attached drawings.

Area	Code	Description
Main Library	SH1	Standard, Double Faced Unit:
(101)		Unit Depth: 20"-24".
		Both Sides:
		4 x adjustable integral back shelf, 9"-10"D.
		1 x fixed integral back base shelf, 9"-10"D.
Main Library	SH2	Display, Double Faced Unit.
(101)		Unit Depth: 20"-24".
		Both Sides:
		3 x adjustable integral back shelf, 9"-10"D.
		1 x sloped display shelf, 9"-12"D.
		1 x fixed integral back base shelf, 9"-10"D.
Main Library	SH3	CD, Double Faced Unit.
(101)		Unit Depth: 20"-24".
		Side 1:
		1 x sloped display shelf, 9"-12"D.
		4 x slotted shelf with 3 dividers, 9"-10"D.
		1 x slotted base shelf with 3 dividers, 9"-10"D.
		Side 2:
		4 x adjustable integral back shelves, 9"-10"D.
		1 x fixed integral back base shelf, 9"-10"D.
Main Library		Extra Shelves.
(101)		
		5 x slotted shelf with 3 dividers, 9"-10"D.
		10 x adjustable integral back shelf, 36"x9"-10"D.

	0114	
Main Library	SH4	Magazine, Double Faced Unit.
(101)		Unit Depth: 20"-24".
		Side 1:
		3 x hinged periodical display shelving, 10"-17"D.
		1 x fixed integral back base shelf, 9"-10"D.
		Side 2:
		4 x adjustable integral back shelves, 9"-10"D.
		1 x fixed integral back base shelf, 9"-10"D.
Main Library	SH4a	Newspaper, Double Faced Unit.
(101)		Unit Size: 24"x66"Hx20"-26"D.
		Side 1:
		4 x adjustable integral back shelves, 11"-12"D.
		1x fixed integral back base shelf, 11"-12"D.
		Side 2:
		4 x adjustable integral back shelves, 9"-10"D.
		1 x fixed integral back base shelf, 9"-10"D.
Children's Area	SH5	Children's, Double Faced Unit.
		Unit Size: 40"-44"H, 20"-24"D.
		Both Sides:
		2 x adjustable integral back shelves, 9"-10"D.
	_	1 fixed integral back base shelf, 9"-10"D.
Office (104)	SH1	Office, Wall-Mount Unit.
		Unit Depth: 9"-11".
		A ve adjustable interrupt be also abolf 0" 40"D
		4 x adjustable integral back shelf, 9"-10"D.
Morkrocas	CLIC	1 x fixed integral back base shelf, 9"-10"D.
Workroom	SH6	Workroom, Wall-Mount Unit.
(115)		Unit Depth: 18"-20".
		4 x adjustable shelf, 18"D.
		1 x fixed base shelf, 18"D.
Workroom	SH7	Workroom Raised, Wall-Mount Unit.
(115)	311/	Unit Size: 30"x24"H, 12"-14"D.
(113)		OTHE SIZE. 30 AZ4 II, 12 -14 D.
		2 x adjustable shelf, 12"-14"D.
		Install 55" above finished floor.
Storage (114)	SH1	
Storage (114)	3111	Storage, Single Faced Unit Unit Depth: 10"-12".
		Οπι Δεριπ. 10 -12 .
		4 x adjustable integral back shelves, 10"-12"D.
		1 x fixed integral back base shelf, 10"-12"D.
		I A HACU HILCHIAI DACK DASE SHEH, TO -12 D.