



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 291-2018

SUPPLY, INSTALLATION AND DELIVERY OF FURNITURE

Note to Bidders: Please be aware of revisions to B13.4

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY, INSTALLATION AND DELIVERY OF FURNITURE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 22, 2018 .

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.
- B5.3 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/matmgmt/bidopp.asp>
- B5.4 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.
- B5.5 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 B16.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

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 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B7.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.7 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.8 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 B16.1(a).
- 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 11 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.

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) Global Furniture Group – Provided Specifications.

B11. CONFLICT OF INTEREST AND GOOD FAITH

- B11.1 Bidders, by responding to this Bid Opportunity, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Bid Opportunity process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Bid Opportunity process) of strategic and/or material relevance to the Bid Opportunity process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.
- B11.3 In connection with its Bid, each entity identified in B11.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Bid Opportunity process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B11.4 Without limiting B11.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B11.5 Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;

- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B12. QUALIFICATION

B12.1 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.

B12.2 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>

B12.3 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);

B12.4 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.

B12.5 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.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bids will not be opened publicly.

B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Price (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>

- B13.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) 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>
- B13.4 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).
- B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B14. IRREVOCABLE BID

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B14.2 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.

B15. WITHDRAWAL OF BIDS

- B15.1 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.
- B15.1.1 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.
- B15.1.2 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 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B15.1.3 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 11 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.
- B15.2 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 B14.2 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.

B16. EVALUATION OF BIDS

- B16.1 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 B12 (pass/fail);
 - (c) Total Bid Price;

(d) economic analysis of any approved alternative pursuant to B6;

B16.2 Further to B16.1(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.

B16.3 Further to B16.1(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.

B16.4 Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B16.4.1 Further to B16.1(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.

B16.5 This Contract will be awarded as a whole.

B17. AWARD OF CONTRACT

B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B17.2 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.

B17.2.1 Without limiting the generality of B17.2, 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.

B17.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B16.

B17.3.1 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.

B17.4 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.

B17.5 The Contract Documents, as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of Supply, Delivery and Installation of Workstations complete with panels, desks and tables at 495 Archibald Street.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:
Jennifer Wiwchar-Fast
Senior Accommodations Planner
Telephone No.: 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

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) The Contractor shall provide and maintain the following insurance coverage:
 - (b) 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;
 - (c) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- D7.2 Deductibles shall be borne by the Contractor.
- D7.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4 for the return of the executed Contract.
- D7.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

SCHEDULE OF WORK

D8. COMMENCEMENT

- D8.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D8.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (iii) evidence of the insurance specified in D7; and
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D9. DELIVERY

- D9.1 Goods shall be delivered within forty-five (45) Calendar Day(s) of the award of Contract, f.o.b. destination, freight prepaid to:
- Wes Delaney
Superintendent Traffic Services
495 Archibald Street
- D9.2 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D9.3 The Contractor shall off-load goods as directed at the delivery location.

D10. LIQUIDATED DAMAGES

- D10.1 If the Contractor fails to achieve delivery of the Goods within the time specified in D9.1 Delivery the Contractor shall pay the City one hundred dollars (\$100) per Calendar Day for each and every Calendar Day until the Goods have been delivered.
- D10.2 The amount specified for liquidated damages in D10.1 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.
- D10.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

MEASUREMENT AND PAYMENT

D11. INVOICES

- D11.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:
The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204- 949-0864
Email: CityWpgAP@winnipeg.ca
- D11.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of goods delivered;
 - (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D11.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D11.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

D12. PAYMENT

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

D13. PAYMENT SCHEDULE

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

WARRANTY

D14. WARRANTY

D14.1 Notwithstanding C11, the warranty period shall begin on the date of delivery and shall expire as outlined in the Global Total Office Boulevard and License warranty and thereafter unless extended pursuant to C11.3, in which case it shall expire when provided for thereunder.

- (a) All panel system products shall have a limited lifetime warranty;
- (b) Shall include an established non-obsolescence policy committed to a continued supply of products compatible with those purchased today for a period of not less than twenty-five year.
- (c) Shall be compliant with BIFMA standard ANSI.BIFMA x 5.5-2008.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
	291-2018_Drawing_Plan_R3
	291-2018_Drawing_Perspective1_R3
	291-2018_Drawing_Perspective2_R3

E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E2. GOODS

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

E3. APPROVED PRODUCTS

E3.1 The following products noted below (a and b) are approved. Equivalent may approved in accordance with B6 Substitutes as noted in E1.2.

- (a) Global Boulevard System 3.
- (b) Global Contract License 2.

WORKSTATIONS

E3.2 Electrical:

- (a) Components for Global Boulevard include Items 1-12 as indicated on Form B: Prices.
- (b) Length to be in accordance as stated in Form B: Prices. 1 power block per table to include 1 electrical duplex receptacle and two data receptacles, PMSPDM.
- (c) 9'-0" black cord to be included per each item.
- (d) 22" wire management two wire clamps to be included, complete with retro-fittable wire management track and two wire clamps BWMD22.
- (e) An 8-wire 4 circuit electrical power system shall be available.
- (f) A 4-2-2 wiring configuration shall be available as standard with 3 utility circuits and 1 dedicated circuit.
- (g) System shall be rated for connection to a grounded 120/240v single phase, 15A 60Hz or 120/208 v 3 phase, 15A 60Hz branch circuit. Outlets to be rated 15A max.
- (h) The electrical power system shall be a shielded system so that both power and data cables may inhabit the same compartment without crossover noise or interference.
- (i) The entire electrical system shall be installed, re-configured and added to on-site without the use of tools.
- (j) Circuits shall be interchangeable without the use of tools.
- (k) Face mount access receptacles shall be available above the work surface.
- (l) Electrical power system shall be capable of up to 12 duplex receptacles per circuit (up to 48 per infeed).
- (m) Power entry shall be either through the base of the panels or from ceiling through a ceiling power-pole.

- (n) The ceiling power pole shall have the ability to attach to a corner post or along the top of any height of panel to allow off-module power feed.
- (o) Ability for lay-in power and data shall be available in the base of the panel with a 3 sided power pole provided. A trim piece cover shall be provided for the fourth side.
- (p) Ability for feed thru power and data shall be available mid panel.
- (q) All panels shall have top and base data lay-in capabilities.

E3.3 Lighting:

- (a) Components for Global Boulevard include Item 13 as indicated on Form B: Prices.
- (b) Shall be 36"W LED under shelf task light with anodized aluminum.
- (c) Shall be slim design with concealed magnetic mount.
- (d) Shall have non-handed toggle switch location.
- (e) Shall have a 50,000 hour average life span with a 3300k colour temperature.
- (f) Shall include post-consumer content used in packaging and aluminum components.
- (g) Shall include a 9'-0" black cord with two cord management clips and all mounting hardware with 1 vertical wire channel.
- (h) Ability to daisy chain up to three lights.

E3.4 Wall Adapter:

- (a) Components for Global Boulevard include Items 14 and 44 as indicated on Form B: Prices.
- (b) Shall include two "capture strip" panel connectors and one pair of raceway end caps.

E3.5 Flat End Trim:

- (a) Components for Global Boulevard include Items 15-17 and 45 as indicated on Form B: Prices.
- (b) Shall be Aluminum and to run from top of panel to the bottom of the raceway opening. (90 and 60 degree)
- (c) Shall run from the top of one panel to the top of lower panel enclosing the horizontal channel opening.

E3.6 Posts:

- (a) Components for Global Boulevard include Items 18-19 and 46 as indicated on Form B: Prices.
- (b) Shall include two "capture strip" panel connectors, four end strips, two pairs of raceway end caps and one post cap.
- (c) Shall be fabricated out of an aluminum extrusion that is roughly 2.61" x 2.61" with a 0.07" thick wall.
- (d) Shall be designed to accept 75 cables 5.6mm (0.220") diameter, 60 cables 5.6mm (0.220") diameter with one power feed and 45 cables 5.6mm (0.220") diameter with two power feeds.

E3.7 Corner End Brackets:

- (a) Components for Global Boulevard include Item 20 as indicated on Form B: Prices.
- (b) Shall be formed out of 12 gauge steel.
- (c) Shall be able to be used in a corner work surface or straight work surface application.
- (d) Shall be able to attach a corner of any work surface to a panel through the panel vertical slots.
- (e) Shall include a bracket retainer clip.

E3.8 Cantilever:

- (a) Components for Global Boulevard include Items 21-22 as indicated on Form B: Prices.
- (b) Shall be a cast aluminum fabricated universal cantilever with steel attachment bracket to provide support for work surfaces.
- (c) Shall be used for shared work surface support.
- (d) Shall be interchangeable in the field for left or right positioning.
- (e) Shall include bracket retainer clip.

E3.9 Up Mount Back Panel:

- (a) Components for Global Boulevard include Items 23, 24, 47 and 49 as indicated on Form B: Prices.
- (b) Shall enable connection for multiple panel runs (90 degree, 3 way and 4 way)
- (c) Shall include 2 "capture strip" panel connectors, 4 end strips, 4 pairs of raceway end caps and 1 post cap.
- (d) Shall be designed to accept: Shall be designed to accept 75 cables 5.6mm (0.220") diameter, 60 cables 5.6mm (0.220") diameter with one power feed and 45 cables 5.6mm (0.220") diameter with two power feeds.

E3.10 Up Mount Cantilever Panel:

- (a) Components for Global Boulevard include Items 25 and 50 as indicated on Form B: Prices.
- (b) Shall be formed out of 14 gauge steel.

E3.11 Gable:

- (a) Components for Global Boulevard include Item 26, as indicated on Form B: Prices.
- (b) Shall include laminate full modesty and partial modesty as standard.
- (c) Shall include attachment hardware, bracket retainer clip and levelling glides.
- (d) Shall be non-handed.
- (e) Shall be able to be used as a shared gable between two adjoining work surfaces.

E3.12 Overhead Flipper Door Storage Unit:

- (a) Components for Global Boulevard include Items 27 and 28 as indicated on Form B: Prices.
- (b) Shall be CSA B651 Barrier Free design and ADA compliant overhead storage unit.
- (c) Shall be constructed using 18 to 22 gauge cold rolled steel containing no less than 30% recycled steel content.
- (d) Shall be finished in a durable epoxy powder finish containing no harmful VOC's or lead.
- (e) Shall include a shelf no less than 13.5" depth.
- (f) Shall include a lock with removable core and two keys.
- (g) Shall be keyed alike to other metal storage components within the individual workstation.
- (h) Shall include either a full metal back or a lip along the back of the shelf to protect panel fabrics.

E3.13 Straight Rectangular Work Surface:

- (a) Components for Global Boulevard include Items 29-32 as indicated on Form B: Prices.
- (b) Shall be constructed with high pressure laminate surface.
- (c) Shall be of balanced construction, utilizing the same thickness of face on both the top and bottom.
- (d) Shall be 1 1/16" thick including HPL faces.

- (e) Shall have 3.5 mm pvc edge banding.
- (f) Shall have 45 lb. density particle board core made from 100% post-consumer industrial material.
- (g) Shall have flat front and side edge.
- (h) Shall have back edge of all work surfaces to feature a cable management scoop for transition of plugs and cords.
- (i) Work surfaces 48" or less shall have one scoop, work surfaces 54" or more shall have a double scoop feature with a 1/2" wire passage trough between the scoops.
- (j) All work surfaces shall have threaded inserts for metal to metal connection of support hardware.
- (k) One universal cantilever shall support two abutting work surfaces.
- (l) Mono post legs available in 2.5" or 3" square and 3" round.

E3.14 Monolithic Acoustical Panel:

- (a) Components for Global Boulevard include Items 33-42 as indicated on Form B: Prices.
- (b) Panel frames shall be of recycled aluminum rigid box frame construction.
- (c) Overall thickness shall be 2 1/2".
- (d) Panel widths to be available in: 18", 24", 30", 36", 42", 48", 54" and 60".
- (e) Panel heights to be available in: 34", 42", 50" and 66".
- (f) Hang on capabilities shall be at 1" increments from 8" above the floor to within 1/2" of the top of the panel.
- (g) Panel frames, corner posts, trim and all support hardware shall be finished in a durable, epoxy powder coating.
- (h) Self levelers shall be inherent in all panels to ensure even panel heights.
- (i) Universal 90 degree corner post capable of attaching panels in 2 way, 3 way, 4 way and variable height applications.
- (j) Shall include non-absorbent, mineral wool sound insulation.
- (k) Shall be able to provide NRC .70.
- (l) Shall be able to provide STC of 25.
- (m) Panels shall have removable tiles above the work surface.
- (n) Panel fabric tile shall be Grade 2, including base panel section (below work surface)
- (o) Panel fabric shall be replaceable on-site without the use of glue adhesives.
- (p) All panels shall accept over panels.
- (q) Over panels of corresponding widths shall be available in 8" and 16" heights.
- (r) Fabric over panels shall be available in custom heights.
- (s) Over panels shall be stacked from any standard height panel to a combined overall height to not less than 10'-0".

E3.15 Duo Module:

- (a) Components for Global Boulevard include Item 43 as indicated on Form B: Prices.
- (b) Shall be completely integrated with a mounting clamp to attach to the edge of a work surface.
- (c) Two outlets and two 2.1 amp USB ports to be included.
- (d) White face plates, outlets and bracket complete with 72" long three-prong black cord to be included.

E3.16 Mobile Pedestal:

- (a) Components for Global Boulevard include Item 48 as indicated on Form B: Prices.
- (b) Shall contain 2 box drawers and 1 file drawer.
- (c) Shall include one pencil tray and 1 metal drawer divider within each unit containing a box drawer.
- (d) Box drawers to be mounted on $\frac{3}{4}$ extension ball bearing slides.
- (e) Shall include full length pulls as a standard on each desk drawer.
- (f) Interior of drawer bodies to be finished in Recycled Grey.
- (g) Shall be constructed of 22 gauge cold rolled steel containing no less than 30% recycled steel content.
- (h) File drawers to be mounted on full extension ball bearing slides.
- (i) File drawers to accommodate letter and or legal hanging files.
- (j) Shall include lock with removable core and two keys standard on filing, to be available in black or silver finish.
- (k) Shall be keyed alike to other metal storage components within the individual workstation.
- (l) Shall include four casters and 1 counter weight balance.
- (m) Shall include flat front and double wall construction.

E3.17 Environmental:

- (a) Components for Global Boulevard include all items listed above as indicated on Form B: Prices.
- (b) Green-guard and or Scientific Certification (SCS) Indoor Air Quality
- (c) ISO 14001- Environmental Management Systems.
- (d) Level 2 Certification based on the ANSI/BIFMA e3-2010 furniture sustainability standard.

FREE STANDING DESKS

E3.18 Hutch with Hinged Doors: (84"w x 36"h):

- (a) Component for Global License includes Item 55 as indicated on Form B: Prices.
- (b) Hutch thickness to match work surface thickness.
- (c) Door and case fronts to be finished with low pressure laminate.
- (d) Back panel of hutch to incorporate a center round grommet for wire access.
- (e) Shall include four equal sized width doors.
- (f) Interior dimensions of hutch to be 12 $\frac{3}{4}$ " high x 15 $\frac{1}{4}$ " deep.
- (g) Locks to be provided on all doors with finish to be available in black or silver.
- (h) Hinge to be 170 degree clip, top hinge.

E3.19 Gable:

- (a) Components for Global License include Items 51-54, 57 and 58 as indicated on Form B: Prices.
- (b) Shall include laminate full modesty and partial modesty as standard.
- (c) Shall include attachment hardware, bracket retainer clip and levelling glides.
- (d) Shall be non-handed.
- (e) Shall be able to be used as a shared gable between two adjoining work surfaces.

E3.20 Under Work Surface File Pedestal (23"d):

- (a) Component for Global License includes Item 56 as indicated on Form B: Prices.
- (b) Box drawers to be mounted on full extension ball bearing glides.
- (c) Shall be constructed of 22 gauge cold rolled steel containing no less than 30% recycled steel content.
- (d) File drawers to be mounted on full extension ball bearing slides.
- (e) File drawers to accommodate letter and or legal hanging files.
- (f) Shall include one pencil tray and metal drawer divider.
- (g) Shall include lock with removable core and two keys standard on filing, to be available in black or silver finish.
- (h) Shall include pulls as a standard on each desk drawer, pulls to match lock finish.
- (i) Shall include 3mm matching edge on all four sides of drawer and finished in a durable epoxy finish containing no harmful VOC's or lead.
- (j) Shall be keyed alike to other metal storage components within the individual workstation.

E3.21 Environmental:

- (a) Green-guard and or Scientific Certification (SCS) Indoor Air Quality
- (b) ISO 14001- Environmental Management Systems.
- (c) Level 2 Certification based on the ANSI/BIFMA e3-2010 furniture sustainability standard.

ELECTRIC HEIGHT ADJUSTABLE TABLE

E3.22 Construction:

- (a) Components for Global Boulevard include Item 59 as indicated on Form B: Prices.
- (b) Dimensions 70"w x 29"d
- (c) Shall include table frame with 3.15" x 2.35" rectangular outer leg with large tube facing down.
- (d) Shall be constructed with high pressure laminated surface, all sides.
- (e) Shall be constructed with 45 lb. density particle board core made from 100% post-consumer industrial material.
- (f) Shall have 3.5mm pvc edge banding all sides.
- (g) Shall have open plan base to provide ample room for chair and users legs.
- (h) Shall have flat foot design with adjustable glides and optional casters.
- (i) Shall be easy to assemble with few parts.
- (j) Shall include expandable table frame width with upper crossbars to create a variety of table sizes.
- (k) Shall be manufactured so that paint will not show signs of wearing or marring due to adjustment.
- (l) Shall be free from lubricants that can leach from the legs into the environment.
- (m) Shall have steel construction of the leg assembly tubing, feet and upper structure.
- (n) Shall have a powder coated finish.
- (o) Shall have height adjustable range of 25.92" to 42.45" (including 1" work surface)
- (p) Shall include basic table with simple up/down hand switch, no control box.
- (q) Shall adjust at 1.5" per second.
- (r) Shall be able to lift 265 pounds.

- (s) Shall be available in a two-leg and three-leg workstation version.
- (t) Shall have noise output no more than 55db.
- (u) Shall have a stand width from 36" to 72" depending on cross bar selection.
- (v) Shall be compliant with BIFMA standard ANSI/BIFMA X5.5-2008.

E3.23 Environmental:

- (a) Green-guard and or Scientific Certification (SCS) Indoor Air Quality.
- (b) ISO 14001- Environmental Management Systems.
- (c) Level 2 Certification based on the ANSI/BIFMA e3-2010 furniture sustainability standard.