



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 335-2018

**SUPPLY AND INSTALLATION OF FURNITURE TO PEMBINA TRAIL LIBRARY –
2724 PEMBINA HIGHWAY**

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 AND INSTALLATION OF FURNITURE TO PEMBINA TRAIL LIBRARY – 2724 PEMBINA HIGHWAY

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 10, 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/matmgt/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 9 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 four (4) 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; identify any anticipated cost or time savings that may be associated with the substitute;
 - (c) 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;
 - (d) 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 12 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- 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) n/a

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 Bid Prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- 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 10 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 10 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 12 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 12 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) Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B6;
 - (e) costs to the City of administering multiple contracts
- 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.
- B16.5 This Contract may be awarded as a whole or separately in sections as identified on Form B: Prices.
- B16.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on all sections.
- B16.5.2 Notwithstanding B17.3, 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.

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 the supply, delivery and setup of library furniture at the Pembina Trail Library, 2724 Pembina Highway. .

D3. CONTRACT ADMINISTRATOR

- D3.1 The Contract Administrator is:
Greg Kucel
Project Officer
Planning, Property & Development Department
Telephone No.:204-986-3429
Email: gkucel@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.

SCHEDULE OF WORK

D7. COMMENCEMENT

- D7.1 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.
- D7.2 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;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D8. DELIVERY

- D8.1 Goods shall be delivered within forty five (45) Calendar Day(s) of the award of contract, f.o.b. destination, freight prepaid to:

Pembina Trail Library
2724 Pembina Highway
Winnipeg, Manitoba
R3T 2H7

- D8.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.
- D8.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D8.4 The Contractor shall off-load goods as directed at the delivery location.

D9. LIQUIDATED DAMAGES

- D9.1 If the Contractor fails to achieve delivery of the goods within the time specified in D8.1 Delivery the Contractor shall pay the City two hundred dollars (\$200) per Calendar Day for each and every Calendar Day until the goods have been delivered.
- D9.2 The amount specified for liquidated damages in D9.1 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.
- D9.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

MEASUREMENT AND PAYMENT

D10. INVOICES

- D10.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:
- The City of Winnipeg
Corporate Finance - Accounts Payable

4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204-949-0864

Email: CityWpgAP@winnipeg.ca

D10.2 Invoices must clearly indicate, as a minimum:

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

D10.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D10.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

D11. PAYMENT

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

D12. PAYMENT SCHEDULE

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

WARRANTY

D13. WARRANTY

D13.1 Warranty is as stated in C11.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

E1.1 These Specifications shall apply to the Work.

E2. GOODS

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

E2.2 Section 1: Visitor Seating

Item No. 1 - Armless Lounge Seating with Caster at back and Metal legs at front

Mfgr: Steelcase, (or approved substitute in accordance with B6)
Series: Turn Stone, Jenny
Model: TS31401C
Front Legs: Brushed Aluminum
Size: 32.5"d, 28.5"w, 32.25"h
Uphol: Vinyl, Stand-In Cayenne 5632
Location: Kid's Area
Qty: 4

Item No. 2 - Occasional Chair with molded plastic Seat & back, No arms, No casters

Mfgr: Herman Miller (or approved substitute in accordance with B6)
Series: Caper
Model: WC41ONMS(COLOR)
Seat & back: Cappuccino ZK
Frame Finish: Metallic Silver
Carpet glides
Location: Program Room
Qty: 34

Item No. 3 - Counter Height Stool with molded plastic seat & back, No arms, counter is 36"h

Mfgr: Herman Miller (or approved substitute in accordance with B6)
Series: Caper
Model: WC742410NMS(COLOR)
Seat & back: Cappuccino ZK
Frame Finish: Metallic Silver
Carpet glides
Location: Program Room
Qty: 8

E2.3 Section 2: Media Table

Item No. 4 - Shared D shapes Table, column leg, bracketed to wall, power & data strip

Mfgr: Steelcase (or approved substitute in accordance with B6)
Series: Shared D-shaped
Model:
Size: 48"d, 50"w, 29"h (special size modified to 48"d, 60" w.)
Edge Detail: 3mm plastic edge Milk finish
Top Finish: Laminate, Milk
Frame Finish: Platinum Metallic 4799
Location: Meeting Room #12
Qty: 1

E2.4 Section 3: Tables & Benching Systems

Section 3 finishes shall be:

Laminate: Grey Moss, LGS
Edge Detail: Wet Sand, EWS
Frame Finish: Starlight Silver Metallic
Acrylic colorless

Item No. 5 - Rectangular Table with Fixed T leg, with Power, Leg's located at edge of Table top
(legs at edge of table top)

Mfgr: K.I. (or approved substitute in accordance with B6)
Series: Synthesis
Special Model: SS171800065 S55F-74P
Size: 30"W, 60"L
Power: Ashley Duo Air Module, located centered on back of 30"w facing the
length of table
Model: 305070.01 CC with 72" long cord
Under Table Wire Management
Edge Detail: 74P 1 1/4" PVC
Power center back
Location Library
Qty: 10

Item No. 6 - Rectangular Table with Height T leg, with Power and Pin Height T- Legs
adjustable, Leg's located at edge of Table Top

Mfgr: K.I. (or approved substitute in accordance with B6)
Series: Synthesis
Special Model: SS17178332 255P-74P
Size: 30"W, 60"L
Power: Ashley Duo Air Module, located centered on back of 30"w facing the
length of table (see drawing)
Model: 305070.01 CC with 72" long cord
Under Table Wire Management
Edge Detail: 74P 1 1/4" PVC
Power center back,
Location: See Plan Library
Qty: 2

Item No. 7 - Rectangular Table for Self-Check with 6" dimped Steel Privacy
Screens, Grommets left & right back, Height Adjustable

Mfgr: K.I. (or approved substitute in accordance with B6)
Series: Trek
Model: S18187494 T254P-74P
Size: 30"w, 48"L
Edge Detail: 74P 1 1/4"PVC
Top Finish: Grey Moss, LGS
Edge Finish: Wet Sand EWS
Frame Finish: Starlight Silver Metallic
Location: Check out at front doors
Qty: 2

Item No. 8 - 48" Dia Table Tops for existing bases in Kid's area

Mfgr: K.I. (or approved substitute in accordance with B6)
Size: 48" Dia
Edge Detail: 74P 1 1/4"PVC
Location: Kid's Area
Qty: 2

Item No. 9 - 4 Person Bending System 48" D, Dual Sided, Stand alone,

Mfgr: K.I. (or approved substitute in accordance with B6)

Series: Connection Zone
CZ 48 Dual-Sided Standalone/Started Telescopic Beam Frame, with leg wire management
Model: S17179762 CZBDA48362/F
CZ 48" Dual-Sided Adder Telescopic Beam Frame 48- 72"
Model: S17179759 CZBDS483642/S
CZ 24" Deep Rectilinear Work surface, Dual-Sided, Standard Height, No power, 24 x 48 74P Edge, Leg wire management
Model: CZBWR24482-74P (2 only)
Activ8 Infeed
Model: AC81F.108
Activ8 Module & Attachment Bracket for Connection Zone
Model: AC8RPTCZB.12 (6 only)
Activ8 Jumper 77 long
Model: AC8JP.77 (2 only)
Active8 Jumper 53" long
Model: AC8JP.53 (3 only)
CZ Work surface Privacy Screen 13 H, 42 w Acrylic no intersection
Model: CZBPSA4213/1 (2 only)
Synthesis Pin Height Adj Rect T base Table 42"w 24"d
Model: S17180428 S24-74P (2 only)
Single Grommet at center back
CZ Work surface Privacy Screen 13 H, 42 w Acrylic no intersection
Model: CZBPSA4213/1
Velcro Wire Management Kit
Model: 87.9323
Location: Computer Area
Qty: 1

Item No. 10 - 6 Person Connection Zone

Mfgr: K.I. (or approved substitute in accordance with B6)
Series: Connection Zone
CZ 48 Dual-Sided Standalone/Started Telescopic Beam Frame, with leg wire management
Model: S17179759, CZBDs48362/S
CZ 48" Dual-Sided Adder Telescopic Beam Frame 48- 72"
Model: S17179762 CZBDA483642/S (2 only)
CZ 24" Deep Rectilinear Work surface, Dual-Sided, Standard Height, No power, 24 x 42 74P Edge, Leg wire management
Model: CZBWR24422-74P (3 only)
Activ8 Infeed
Model: AC81F.108
Activ8 Module & Attachment Bracket for Connection Zone
Model: AC8RPTCZB.12 (6 only)
Activ8 Jumper 77" long
Model: AC8JP.55 (5 only)
CZ Work surface Privacy Screen 13 H, 48 w Acrylic no intersection
Model: CZBPSA4213/1 (3 only)
Location: Computer Area
Qty: 1

Item No. 11 - 8 Person Connection Zone 36" High Work surface

Mfgr: K.I. (or approved substitute in accordance with B6)
Series: Connection Zone
CZ 48 Deep Rectilinear Work surface, Teaming Café Height, No power 48", 84" 74P Edge
Model: S17180116, CZBSA27296/F (2 only)
CZ 24" Single Sided & Teaming Standalone/Starter Telescopic Beam Frame 78-96", Fixed Café Height 36" High

Model: S17180115 CZBSS247296/F (2 only)
CZ 24" Single-Sided & Teaming Adder Telescopic Beam Frame
78-96, Fixed Café Height 36"h
Model: S17180134 CZBCWR4884TMP-74P (2only)
Activ8 Infeed
Model: AC81F.108
Activ8 Jumper 29" long
Model: AC8JP.29
Activ8 Jumper 53" long
Model: AC8JP.53 (6 only)
CZ Work surface Privacy Screen 13 H, 84" w Acrylic Center intersection
Model: CZBPSA8413/2 (2 only)
CZ Work surface Divider Screen, 13"H, 78"W, Acrylic, Use for Peninsulas & Returns, No Intersection
Model: S17178684 CZBDSA7813/1 (2 only)
Location: Computer Area
Qty: 1

Item No. 12 - Storage Unit, Mobile, 2- 6" high drawers, 2- 12" h drawers, with lock

Mfgr: K.I. (or approved substitute in accordance with B6)
Series: All Terrain
Model: AT44241MQ-74P-S3
Size: 24, 24, 44"H
Paint: SA Sand
Top Finish: Grey Moss, LGS
Edge Finish: Wet Sand EWS
Location: Information Kiosk
Qty: 1

Item No. 13 - Curved Lounge Seating Sectional, no Back

Mfgr: K.I. (or approved substitute in accordance with B6)
Series: My place lounge
3 only Outside curved no back,
Model: MPCR/V/WFT/FC
2 only 26" Round Table
Model: MP26R/WFT/NC
Size: 26", 18"h
2 only 18" Round Table
Model: MP18R/WFT/NC
Size: 18" dia, 18"h
Upholstery: Aristo Gr. 2V Sangria, VASA
Plastic Laminate top on tables: Misted Zephyr LMR
Edge Color: Wet Sand
Wood Feet: Maple
Location: Circulation Desk
Qty: 1

Item No. 14 - Round Tables

Mfgr: K.I. (or approved substitute in accordance with B6)
Series: My place lounge
1 only 26" Round Table
Model: MP26R/WFT/NC
Upholstery: Umbel, Antelope VUAN
Plastic Laminate top on tables: Satin Oxide LSX
Edge color: Wet Sand
Wood Feet: Maple
Location: Library
Qty: 3

Item No. 15 - Round Tables

Mfgr: K.I. (or approved substitute in accordance with B6)
Series: My place lounge
1 only 18" Round Table
Model: MP18R/WFT/NC
Size: 18" dia, 18"h
Upholstery: Umbel, Antelope VUAN
Plastic Laminate top on tables: Satin Oxide LSX
Edge Color: Wet Sand
Wood Feet: Maple
Location: Library
Qty: 3

Item No. 16 - Round Tables

Mfgr: K.I. (or approved substitute in accordance with B6)
Series: My place lounge
1 only 26" Round Table
Model: MP26R/WFT/NC

Upholstery: Umbel, Fog VUFG
Plastic Laminate top on tables: Satin Stainless Steel LSS
Edge color: Frosty White EFW
Wood Feet: Maple
Location: Kid's Area
Qty: 1

Item No. 17 - Round Tables

Mfgr: K.I. (or approved substitute in accordance with B6)
Series: My place lounge
1 only 18" Round Table
Model: MP18R/WFT/NC
Size: 18" dia, 18"h
Upholstery: Umbel, Fog VUFG
Plastic Laminate top on tables: Satin Stainless Steel LSS
Edge Color: Frosty White EFW
Wood Feet: Maple
Location: Kid's Area
Qty: 1

E2.5 Section 4: Upholstered Lounge Chair

Item No. 18 – One Seater Upholstery Simo Classic upholstered lounge chair

Pick up and setup of seating units from Millennium Library and installed at Pembina Trail Library

Mfgr: Steelcase (or approved substitute in accordance with B6)
Pattern: Stand-In
Color: Cyclone 5623
100% Polyurethane, 150,000 double rubs,
Backing, polyurethane/cotton
12 year warranty
Location: Library
Qty: 24