

# THE CITY OF WINNIPEG

# **TENDER**

**TENDER NO. 88-2019** 

SUPPLY AND INSTALLATION OF FURNITURE AT 500 SALTER STREET

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# **PART B - BIDDING PROCEDURES**

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

B1.1 SUPPLY AND INSTALLATION OF FURNITURE AT 500 SALTER STREET

# **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 25, 2019.
- 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 Tender, 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 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B3.5 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 Tender 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 Tender, 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 <a href="http://www.winnipeg.ca/matmgt/bidopp.asp">http://www.winnipeg.ca/matmgt/bidopp.asp</a>
- 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.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D3.

# **B6.** SUBSTITUTES

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Tender.
- 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 Tender 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 Tender 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 or guarantee the successful receipt of a faxed Bid Submission.
- 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 Tender 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.
- 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) KI Furniture
    - (i) [Product information and specifications]
  - (b) BF Workplace
    - (i) [Product information and specifications]
  - (c) Ven-rez Products Ltd.
    - (i) [Product information, drawings and specifications]
  - (d) 3-Form
    - (i) [Product information ]

#### **B11.** CONFLICT OF INTEREST AND GOOD FAITH

- B11.1 Bidders, by responding to this Tender, 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:
    - 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 Tender 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 Tender process) of strategic and/or material relevance to the Tender 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 Tender 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;
  - 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 <a href="http://www.winnipeg.ca/matmgt/debar.stm">http://www.winnipeg.ca/matmgt/debar.stm</a>
- 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 <a href="http://www.winnipeg.ca/matmgt">http://www.winnipeg.ca/matmgt</a>
- 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 <a href="http://www.winnipeg.ca/matmgt">http://www.winnipeg.ca/matmgt</a>
- 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 Tender, 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 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 (Alternative 1) or separately in sections (Alternative 2) as identified on Form B: Prices.
- B16.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.
- 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 both alternatives or on all sections in Alternative 2, 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 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 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, 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**

# CO. GENERAL CONDITIONS

- C0.1 The General Conditions for the Supply of Goods (Revision 2019-01-15) 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 Tender 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 Furniture at 500 Salter Street..
- D2.2 The major components of the Work are as follows:
  - (a) Seating, Tables and Lockers
  - (b) Library Shelving

#### 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) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
  - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- D7.2 Deductibles shall be borne by the Contractor.
- D7.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4 for the return of the executed Contract.
- D7.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

### **SCHEDULE OF WORK**

# D8. COMMENCEMENT

- D8.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D8.2 The Contractor shall not commence any Work until:
  - (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of the workers compensation coverage specified in C6.16;
    - (ii) 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-two (42) Calendar Day(s) of the award of Contract, f.o.b. destination, freight prepaid to:

  Betty Parry
  - 500 Salter Street The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.
- D9.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D9.4 The Contractor shall off-load the Goods as directed at the delivery location.

# 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 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 No. Drawing Name/Title

A-1 Furniture Plan – Main Floor
A-2 Furniture Plan – Basement Floor

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. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

#### E2. GOODS

- E2.1 The Contractor shall supply, install and deliver furniture in accordance with the requirements hereinafter specified.
- E2.1.1 Item No. 1 Lounge Chair (LC-1)
  - (a) Acceptable Product: KI Soltice, Model: SLOM23/NC/S17153588 (or approved substitute in accordance with B6)
  - (b) Dimensions: 26"W x 30"D x 33"H
  - (c) Construction:
    - (i) Frame (Seat & Back): Kiln dried 6/4 lumber and laminated ¾" thick hardwood plywood with mainframe joints doweled and glued. Reinforced stress points glued and screwed with corner blocks
    - (ii) Frame (Arms) Welded steel construction of 1"x2"x16 gage rectangular steel tubing legs with 3/4" square 'X'16 gage steel crossing stringer and with 12 gage steel armcap mounting plate. Arms mounted to seat and back with steel bolts and t-nuts.
    - (iii) Seat & Back Suspension: Stretch webbing stapled and covered with layer of FLW.
    - (iv) Arm Caps: Beech hardwood sealed and stained and be field replaceable.
    - (v) Foam: Tight seats and back filled with 4" layer of polyurethane foam with 2.5 density and 35 pounds of compression. Foam covered with layer of 1/4" super-soft foam.
  - (d) Finish:
    - (i) Arm Caps: Wood arm caps c/w varnish top coat. Colour to be selected from manufacturer's full range with Contract Administrator prior to ordering.
    - (ii) Steel: Steel legs and components to have powder coating. Colour to be selected from manufacturer's full range with Contract Administrator prior to ordering.
  - (e) Upholstery:
    - (i) Fully upholstered seat and back. Grade/price group 2 vinyl to be selected from manufacturer's full range; colour to be selected with Contract Administrator.
    - (ii) Non-moisture barrier
  - (f) Hardware: Press-fit nylon type 6 glides to suit flooring type; confirm with Contract Administrator prior to ordering.
  - (g) Environmental Data: SCS Indoor Advantage Gold contains minimum of 8.5% recycled content.

- (h) Warranty: Limited Lifetime warranty; 15 year warranty for foam and glides. 3 year warranty for vinvl
- (i) Standards: TB117-2013 compliant.

# E2.1.2 Item No. 2 - Lounge Chair (LC-2)

- (a) Configuration: cellular block format; 9 scape cell lounge with interchangeable cushions Components per each cell grouping noted on plan. Block cells and cushions to be reconfigurable.
- (b) Acceptable Product: Oi Furniture (or approved substitute in accordance with B6).
- (c) Dimensions: Base: 30"D x 30" W x 6.5"H, weight: 16 lbs with either:
  - (i) seat cushion: 30"D x 10"W x 10"H, weight: 9 lbs; and/
  - (ii) back cushion: 30"D x 10"W x 20"H, weight: 13 lbs and/
  - (iii) arm cushion: 30"D x 10"W x 20"H, weight: 18 lbs.

# (d) Construction:

- (i) Base and Cushion Cores: Linear Low-Density Polyethylene (LLDPE) resin with 9 cones per base, 6"H x 4.5"W for cushion insert.
- (ii) Foams: High density commercial grade with 3.6 pcf, overall density, 51.5 kPa tensile strength; 21.7 lbf @ 25% deflection, 18.9 lbf @ 25% return.
- (e) Base Finish: Standard colour. Colour to be selected from manufacturer's full range and to be selected with Contract Administrator prior to ordering.

# (f) Upholstery:

- (i) Fully upholstered seat, back and/or arm cushion. Combination of 2 fabric colours per each cell grouping to be selected from manufacturer's full range with Contract Administrator prior to ordering.
- (ii) Fabric: Selections to be of minimum of 200,000 double rubs; content selection to be Greenguard Certified, PVC free; meets Cal 117 2013, UFAC Class 1, NFPA 260 CLA. Ability to spot clean with water based foam or cleaner.
- (iii) All upholstery cover to be removable with velcro slipcovers for ease to remove and to replace.

# (g) Hardware:

- (i) Ganging hardware required to lock configuration illustrated on plan. 2 soft plastic base locks per cell order required.
- (ii) Glides: 1" (25 mm) swaure pad c/w screws
- (h) Environmental Data: SCS Level 3 and Greenquard Gold and level certified
- (i) Warranty: Limited Warranty. 25 year warranty for base and cushion core. 15 years for base locks, 5 year warranty for foam, (+/-) 10 year warranty for fabric. ^

### E2.1.2B UPHOLSTERY ITEMIZATION:

Area	Code	Description	Quantity
			Required
Children's Area 208	LC-2	Base	9
и	u	Arm Cushion	3
u	u	Back Cushion	19
и	u	Seat Cushion	5

#### E2.1.3 Item No. 3 - Side Chair Armless (SC-1).

(a) Acceptable Product: KI Strive Stack Chair, Model: SSNAP (or approved substitute in accordance with B6)

- (b) Dimensions: Approximate (+/-) 20 3/4 "W x 21 3/4 "D x 33 1/4 "H
- (c) Construction:
  - (i) Frame: 7/8" o.d. x 13-gauge tubular steel with welded joints.
  - (ii) Legs: Four point, 7/8" o.d. x 13-gauge tubular steel with welded joints c/w glides.
  - (iii) Seat & Back: Injection molded polypropylene with integral steel cantilever springs; flexing, curved back. Top of back with integral handle
- (d) Finish:
  - (i) Legs and Frame: Epoxy powder coat paint finish; color to be selected from manufacturers' full range of colours by Contract Administrator prior to ordering.
  - (ii) Seat and Back: Colour to be selected from manufacturer's full range of colors
- (e) Hardware: Glides to suit flooring type; confirm with Contract Administrator prior to ordering.
- (f) Dolly: Provide quantity of dollies as required to suit SC-1 chair quantity specified.
- (g) Other: Chair to stack minimum 10 high on the floor and minimum 15 high on dolly.
- (h) Environment: SCS Indoor Advantage Gold. Minimum 29.5% recycled content with establish recycling process at end of life.
- (i) Warranty: Limited Lifetime warranty, 15 year warranty for Strive chair, 15 year warranty for glides.
- E2.1.4 Item No. 4 Café Stool Armless (ST-1)
  - (a) Acceptable Product: KI Strive Café Stool, Model: SLSNAP (or approved substitute in accordance with B6)
  - (b) Dimension: approximate (+/-) 25"W x 23 ½" D x 24 ½" H seat/38 ½"H O.H.
  - (c) Construction:
    - (i) Frame: 7/8" o.d. x 13-gauge tubular steel. Cross members: 1" O.D. x 14 gauge tubular steel and 7/16" diam. solid steel. All joints welded. 4-leg point, rear legs angle 14 degree from vertical.
    - (ii) Legs: Four point, 7/8" o.d. x 13-gauge tubular steel.
    - (iii) Seat & Back: Injection molded polypropylene with integral steel cantilever springs; flexing, curved back. Top of back with integral handle
  - (d) Finish:
    - Legs and Frame: Epoxy powder coat paint finish; color to be selected from manufacturers' full range of colours; confirm with Contract Administrator prior to ordering
    - (ii) Seat and Back: Colour to be selected from manufacturer's full range of colors; confirm with Contract Administrator prior to ordering.
  - (e) Hardware: Glides to suit flooring type; confirm with Contract Administrator prior to ordering.
  - (f) Environment: SCS Indoor Advantage Gold, Minimum 29.7% recycled content with establish recycling process at end of life.
  - (g) Warranty: Limited Lifetime warranty, 15 year warranty for Strive café stool, 15 year warranty for glides.
- E2.1.5 Item No.5 Children's Side Chair (SC-2)
  - (a) Acceptable Product: Virco Analogy Chair, Model: AN14 (or approved substitute in accordance with B6)
  - (b) Dimensions: Approximate 16" D x 15"W x 24-1/2" O/H, Seat Height 16"H
  - (c) Construction:

- (i) Frame: 1" Diameter x 17 gauge tubular steel joined to two 15 gauge steel brackets, continuous weld. No spot welds accepted.
- (ii) Seat & Back: One-piece, contoured, injection-molded polypropylene shell with flexible, ribbed back.
- (iii) Metal to metal connections. Concealed metal fasteners for seat to frame connections.

#### (d) Finish:

- Frame: Chrome or powder coat paint finish; color to be selected from manufacturers' full range of colours with Contract Administrator prior to ordering.
- (ii) Seat and Back: Colour to be selected from manufacturer's full range of colors with Contract Administrator. Colour selection offering to include bolds and brights.
- (e) Hardware: Self-levelling, nylon swivel glides to suit flooring type; confirm with Contract Administrator prior to ordering.
- (f) Environment: Greenguard Indoor Air Quality Gold certified.
- (g) Warranty: 10 year warranty

# E2.1.6 Item No. 6 Computer Table (TB-1)

- (a) Acceptable Product: KI Connection Zone, Model: CZBWR24721NM-74P c/w S19227399, CZBSS244872/F, CZBSA244872/F(or approved substitute in accordance with B6)
- (b) Dimension: 24"D x 72" L x 29"H (+/-)
- (c) Construction:
  - (i) Leg Frames: Steel leg frames with modular under structure c/w end legs connected via transverse telescoping center support beam. Intermediate legs and supports beams required. Fixed height frame leg, "goalpost" style c/w cross section of 1 9/16" x 2 3/8"
  - (ii) Top: 1 ¼" thick rectangular top w/ M3 grade density particleboard core, phenolic backing sheet and high pressure laminate c/w flat profile, 74P squared edges. Pre-drilled for support brackets and legs.
- (d) Finish:
  - (i) Frame: Epoxy powder coat paint finish; color to be selected from manufacturers' full range of colours; confirm with Contract Administrator prior to ordering.
  - (ii) Top: High pressure plastic laminate with 2 mm PVC edge; colour to be selected from manufacturer's full range of colors; confirm with Contract Administrator prior to ordering.
- (e) Hardware:
  - (i) Glides: Adjustable glides to suit flooring type; 7/8" height adjustment.
  - (ii) Cable Management: Scuff resistant, cable management tray mounted to underside of table; size to run length of table.
  - (iii) Grommets: rectangular (Finish) plastic grommet recessed into table top. Location to be confirmed with Contract Administrator and Owner.
- (f) Environment: SCS Indoor Advantage Gold, with minimum of 55.8% recycled content.
- (g) Warranty: Lifetime warranty, 15 year warranty for plastic laminate, 15 year warranty for glides

#### E2.1.7 Item No. 7 Children's Computer Table (TB-2)

- (a) Acceptable Product: KI Intellect Activity Table, Model:E2460/ANS c/w S19227364 (or approved substitute in accordance with B6)
- (b) Dimension: 24"D x 60"L x 22-32"H (adjustable height range)
- (c) Construction:
  - (i) Base: 1.04" x 1.79" elliptical OD 15- gauge seam-welded elliptical-shaped tubular steel welded to 11-gauge steel plate Top section to be powder coat finish. Telescoping lower section 0.85 x 1.60" elliptical OD, 15-gague, seam welded,

- elliptical-shaped tubular steel in bright chrome finish c/w locks w/  $\frac{1}{4}$ " screw in 1" increments.
- (ii) Top: 1 1/8" thick rectangular top w/ high density particleboard core, phenolic backing sheet and high pressure laminate c/w 2" radius corners and round vinyl Tmold edge.

# (d) Finish:

- (i) Base: Top leg section in hybrid powder coat paint finish; color to be selected from manufacturers' full range of colours; confirm with Contract Administrator prior to ordering.
- (ii) Top: High pressure plastic laminate with 2 mm PVC edge; colour to be selected from manufacturer's full range of colors; confirm with Contract Administrator prior to ordering.

### (e) Hardware:

- (i) Glides: Swivel-type adjustable glides c/w non-marring floor contact. Confirm with Contract Administrator prior to ordering.
- (ii) Pin-Height Adjust Mechanism: elliptical-shaped tubular steel c/w locks with 1/4" screws. Adjustable between 22" 32" height range.in one inch increments.
- (iii) Grommets: 2.5" diameter plastic grommet recessed into table top, confirm location with Contract Administrator and Owner prior to ordering.
- (iv) Wire Management: Underside of table provide Velcro clips to route power supply cords into vertical leg manager. Provide wire management sleeve for one leg to conceal cords.
- (f) Environment: SCS Indoor Advantage Gold, with 35.8% recycled content.
- (g) Warranty: 15 warranty for Intellect table, 15 year warranty for plastic laminate, 15 year warranty for glides.

# E2.1.8 Item No. 8 Sit Stand Table Electric Height Adjustable (TB-3)

- (a) Acceptable Product: Steelcase Migration, Model:MIGRELRQ c/w MIGCR and OLCB (or approved substitute in accordance with B6)
- (b) Dimension: (+/-) 29"D x 64"L x 22.6" 48.7"H adjustable range
- (c) Construction:
  - Sit to Stand Base: Maximum weight capacity of 220 lbs. with telescoping stretcher.
  - (ii) Top: 1" thick rectangular top w/ wood core and high pressure laminate c/w flat profile, squared edges.

# (d) Finish:

- (i) Frame and Base: Epoxy powder coat paint finish; color to be selected from manufacturers' full range of colours; confirm with Contract Administrator prior to ordering.
- (ii) Top: High pressure plastic laminate with 3 mm PVC edge; colour to be selected from manufacturer's full range of colors; confirm with Contract Administrator prior to ordering.

#### (e) Hardware:

- (i) Glides: Adjustable leveling glides to suit flooring type; confirm flooring type with Contract Administrator prior to ordering.
- (ii) Grommets: 3" diameter plastic grommet recessed into table top, confirm location with Contract Administrator and Owner prior to ordering.
- (iii) Motor and Cable Management: Whisper quiet enclosed electric motor with synchronization drive; adjusts 1 -2/3" per second. 24V DC motor, <55dBA decibel rating, 10A amps, with 9' power cord and 0.1W standby power. Controller mounted to front underside of table, either left hand or right-hand side. Provide cable riser c/w 1"D x 1"W (inside dimension) cable riser-fence connections for wire management. Provide cable brackets.

- (f) 'Environment: SCS Indoor Advantage Gold, with 52% of recycled content.
- (g) Warranty: Limited lifetime warranty, 12 year warranty for laminate, 12 year warranty for height adjustable mechanism, 5 year warranty for paint colorfastness.

# E2.1.9 Item No. 9 Nesting Table (TB-4)

- (a) Acceptable Product: KI Pirouette Nesting Table, PINR3072T-74P: (or approved substitute in accordance with B6)
- (b) Dimension: 30"D x 72"L x 29"H (+/-)
- (c) Construction:
  - (i) Base: Leg construction of 2.2" diameter, .10" thick wall steel tubing with 5 mm thick steel plate welded. Feet consist of two 4 mm thick blades welded to leg tube. Blade covers to be aluminum die cast with self-tapping metal screws. Leg assemblies attached to table frame structure using two M12 x 25 mm flat head bolts.
  - (ii) Top: 1 ¼" thick rectangular top w/ M3 grade density particleboard core, phenolic backing sheet and high pressure laminate c/w flat profile, squared edges.
  - (iii) Flipping/Nesting Mechanism: 30 mm x 50mm x 3 mm thick wall steel tubing c/w 4 mm thick formed steel support hubs welded to tubes. 3 mm steel table support bracket attached to beam and hub c/w 10 mm diam. steel pivot pin. Wood screws attach famework brackets to tabletop. 9.9 mm steel hex rod connects latch mechanism c/w nylon release paddle on either end of table base Zinc steel hinge pins for flipping mechanism. c/w molded nylon hinge pin spacers.

# (d) Finish:

- (i) Frame and Base: Epoxy powder coat paint finish; color to be selected from manufacturers' full range of products; confirm with Contract Administrator prior to ordering.
- (ii) Nesting Mechanism: Powder coat painted black.
- (iii) Top: High pressure plastic laminate with 2 mm rigid PVC edge; flat profile to match top; colour to be selected from manufacturer's full range of colors (to include option for 'white' or 'off-white'); confirm with Contract Administrator prior to ordering.
- (e) Hardware: Molded, nylon casters min 2.44" diameter, medium hard wheel treads, two wheel-locking, to suit flooring type. Colour to be selected from manufacturer's full range of products. Confirm selection and flooring type with Contract Administrator prior to ordering.
- (f) Environment: SCS Indoor Advantage Gold, with minimum of 62% recycled content.
- (g) Warranty: Limited lifetime warranty, 15 years for laminate, 15 years for casters.

# E2.1.10 Item No.10 Round Table (TB-5)

- (a) Acceptable Product: KI Pirouette, Model: PIFXRD36-74P(or approved substitute in accordance with B6)
- (b) Dimension: 36" Diameter x 29"H (+/-)
- (c) Construction:
  - (i) Base: 3'-0" diameter .10" thick wall steel tubing with 5 mm thick steel plate welded. Feet consist of one 4 mm thick blade welded to leg tube. Blade cover to be aluminum die cast with self-tapping metal screws. Leg assemblies attached to tabletop with #12 x 1" screws.
  - (ii) Top: 1 ¼" thick rectangular top w/ M3 grade density particleboard core, phenolic backing sheet and high pressure laminate c/w flat profile, squared edges.
- (d) Finish:
  - Frame & Base: Epoxy powder coat paint finish; color to be selected from manufacturers' full range of colours; confirm with Contract Administrator prior to ordering.

- (ii) Top: High pressure plastic laminate with 2 mm PVC edge; colour to be selected from manufacturer's full range of colors; confirm with Contract Administrator prior to ordering.
- (e) Hardware: 2 3/4" diam. molded, adjustable nylon glides to suit flooring type; confirm flooring type with Contract Administrator prior to ordering.
- (f) Environment: SCS Indoor Advantage Gold, with minimum of 62% recycled content.
- (g) Warranty: Limited Lifetime warranty, 15 year warranty for laminate.

# E2.1.11 Item No. 11 End Table (TB-6)

- (a) Acceptable Product: KI MyPlace Lounge, Model: MP26R/PFT/NC (or approved substitute in accordance with B6)
- (b) Dimension: 26"DIA x 18"H (+/-)
- (c) Construction:
  - (i) Body: <sup>3</sup>/<sub>4</sub>" laminated hardwood plywood. Joints nailed and glued in addition to interlocking joinery across all stress points.
  - (ii) Top: 1 ¼" thick round top w/ 45lb density particleboard core, phenolic backing sheet and high pressure laminate c/w flat profile edge.
  - (iii) Base: 2" poly feet.
- (d) Finish:
  - (i) Base: confirm with Contract Administrator prior to ordering.
  - (ii) Top: High pressure plastic laminate with 2 mm rigid PVC edge; flat profile to match top; colour to be selected from manufacturer's full range of colors. Confirm with Contract Administrator prior to ordering.
- (e) Upholstery:
  - (i) Foam: Outer body foam covered in 2.6 density with 80 lb compression
  - (ii) Fully upholstered, Grade/price group 2 vinyl to be selected from manufacturer's full range, color to be selected with Contract Administrator.
- (f) Hardware: .38"H concealed glides; nail-in molded white nylon.
- (g) Environment: SCS Indoor Advantage Gold, with minimum of .5% recycled content.
- (h) Warranty: Lifetime warranty, 15 year warranty for foam, 15 year warranty for laminate, 3 year warranty for vinyl.

# E2.1.12 Item No.12 Lockers (LK-1)

- (a) Acceptable Product: Shanahans's APEX Series Lockers (or approved substitute in accordance with B6)
- (b) Dimension: 15"D x 12"W x 72"H (+/-)
- (c) Construction:
  - (i) Base: 20 Ga cold rolled steel
  - (ii) Materials:16 Ga Frame (galvanneal and cold-rolled steel) c/w 20 Ga door (galvanneal steel), <sup>3</sup>/<sub>4</sub>" dia round perforations,24 Ga pre-painted galvanized steel body, 14 Ga 5-knuckle hinge, 10 Ga hasp with magnetic catch.
  - (iii) No Slope top.
  - (iv) Double Tier banked storage locker c/w 3/4" (19mm) diameter round openings spaced at 1- 1/8" (29mm) centres in outer and inner panels of door.
- (d) Finish:
  - (i) Frame, Base, Door & End Panels: 2 mils standard powder coat paint finish; Color to be selected from manufacturers' full range of colours; confirm with Contract Administrator prior to ordering.
  - (ii) Body Interior:202 Surf White

- (e) Hardware: Stainless steel handle box c/w 2.5" (64 mm)14 Ga 5-knuckle hinge. 0.81" (21 mm) diameter magnetic door catch with rubber silencer. Black polypropylene number plate. Rubber bumper silencers on inner face of door. 3 coat hooks per compartment.
- (f) Environment: N/A
- (g) Warranty: Minimum 1 year warranty.
- E2.1.13 Item No.13 Office Chair Task (TC-1).
  - (a) Acceptable Product: Teknion Projek Tilt Task Chair Model: NPRT.N.P.S2 Grade4.8B.8B.8B.C9 Ebony (or approved substitute in accordance with B6)
  - (b) Construction:
    - (i) Seat: Constructed of reinforced polypropylene.
    - (ii) Seat Foam: molded, colored, polyurethane foam for seat.
    - (iii) Back:
      - ♦ Structural back outer fame: constructed of glass reinforced nylon.
      - ♦ Inner frame: constructed of glass reinforced polypropylene.
      - ♦ Lumbar system: constructed of polypropylene.
    - (iv) Mesh: Composition 76% polyester, 24% polyamide
    - (v) Arm: Height & width adjustable T-arms with 210 degree pivot. Fiber glass reinforced nylon armrest c/w self-skinned urethane arm pads.
    - (vi) Mechanisms:
      - I. Weight-activated synchro-tilt and swivel stool; constructed of aluminum, steel, and plastic, epoxy powder coat paint finish.
      - II. Seat depth adjustment of 3" and lumbar height adjustment of 4".
      - III. Back tilt can be locked in the upright position or left to free flow to 3 defined angle ranges.
      - IV. Pneumatic cylinder: gas-assisted pneumatic cylinder provides height adjustment of 4"
    - (vii) Designed and tested for users weighing up to 300 lbs.
  - (c) Finish:
    - (i) Seat: Upholstery 100% EPU polyurethane with polyester back
      - I. Environmental: Greenguard Gold Certified; PVC free
      - II. Durability: 240, 000 Double rubs
      - III. Weight: 1.24 lbs.
      - IV. Flame resistance: A bulletin 117 2013: UFAC Class 1; NFPA 260 Class 1
      - V. Cleaning: water based cleaning agents. Bleach cleanable.
      - VI. Color: Momentum Textiles. Pattern: Canter Color: Onyx
    - (ii) Back: mesh composition 76% polyester, 24% polyamide. Color: Black.
    - (iii) Plastic components: Black
    - (iv) Base: Polished aluminum
  - (d) Warranty: Limited lifetime based on a single shift of 40 hrs.per week. Seating mechanisms and pneumatic cylinders 10 years, upholstery, casters 5 years.

# **SECTION B: Library Shelving**

- E2.2 The specifications herein describe the supply and installation of cantilever bracket type metal book-stack shelving. Unless otherwise specified, the Contractor shall be responsible for the furnishings 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.
- E2.3 Bidder shall include all relevant product information related to the bid price indicated on Form B. Prices Section B Item Price, which include full supporting technical specifications.

- E2.4 Library Shelving, Adjustable, Cantilever Type Metal Library Book Stack Welded frame system with components consisting of:
  - (i) Upright columns
  - (ii) Adjustable shelves, wings and brackets of varying depth
  - (iii) Stretchers
  - (iv) Kick plates
  - (v) Dust cover tops
  - (a) System shall be fully and easily adjustable, such that components are interchangeable, including bottom shelf and can be expanded or reconfigured as needed to suit collection growth. End panels to be field removable and replaceable.
  - (b) All shelving units to be height adjustable in 25 mm (1") increments.
  - (c) Floor anchors and fully adjustable levelling system to be provided for each section.
  - (d) Standard Unit Sizes:
    - (i) Overall width of individual shelving units to be 915 mm (36")
    - (ii) Overall heights to be 1676 mm (64") and 1066 mm (40") as noted in E2.1.17 EQUIPMENT ITEMIZATION.
    - (iii) Overall depth double faced unit to be 24"
    - (iv) Clear typical shelving depth to be 254 mm (11 3/4") unless noted otherwise. Base shelving, adjustable to be 254 mm (11 3/4") clear depth unless noted otherwise.
  - (e) Standard Components:
    - (i) Upright columns: of two #16 gauge hat-shaped sections, flanged outwardly and electrically spot welded to form 2-1/4" x 1-5/8" rectangular box section Slots for shelf punched on two sides of column at one inch centers. 2"x2"x #12 gauge welded tubular foot c/w adjustable glides for each column. Fitted, removable plastic cap on end openings of each base foot. Columns punched both top and bottom to accept horizontal stretchers.
    - (ii) Stretchers: consist of 1-1/2"w x 4"h #16 gauge U-shape steel
    - (iii) Shelf Wings: #16 gauge steel c/w top and front edges flanged outwardly c/w half round profile.6" wing height above shelf surface c/w depth not less than shelf itself. No less than three hooks and one safety lug to fit into upright columns. Shelf support shall run full length of wing and be minimum of 7/8"H 180 degree return bend at base of wing. Each wing to have outward dimple in upper front corner for shelf spacer to eliminate overlapping.
    - (iv) Dustcovers: Consist of #20 gauge steel and extend full width and depth of each bay.
    - (v) Kickplate: Consist of #20 gauge steel and fastened to foot c/w low profile plastic one-way fasteners.
    - (vi) Brackets: Dustcover brackets consist of #13 gauge steel.
    - (vii) Adjustable Slotted Box Shelf consists of #20 gauge steel. Front edge to have 1" high tri-fold 90 degree bend running full length of shelf. Back edge to have 6" high upturned bend with two 90 degree bends running full length. Slots punched on 1" centers on back and shelf surface for three-point steel divider. Back to have two rows of slots and shelf surface to have one. Ends to have90 degree 15/16"H downward bend c/w 2 dimples to engage shelf wing.
    - (viii) Box Shelf consists of #20 gauge steel. Front edge to have 1" high tri-fold 90 degree box formation full length of shelf c/w 6"H upturned bend with two 90 degree bends for back edge. Ends to have 90 degree 15/16"H downward bend c/w 2 dimples to engage shelf wing

# (f) Accessories:

(i) End Panels: Panels to be constructed of 25 mm (1") thick particle board core with high pressure plastic laminate finish with flat profile matching 3 mm PVC edge. Gables to encompass full height of library shelving supports, aligning with top dust cover tops and be mechanically fastened to metal end supports.

- (ii) Shelf Divider: Consists of #18 gauge steel. 2 standard heights of 5" or 8" High c/w with two hooks on the back and one on the bottom. Front top corner to be rounded and used with slotted box shelf.
- (iii) "L" Bookend: consist of #18 gauge steel c/w entire bottom to have non-skid cork and rounded corners. 7" height minimum.

# (g) Finish for Shelving and Components:

- (i) Shall be formed and finished in a manner that has no exposed sharp edges to reduce risk of injuries.
- (ii) All metal components to be painted with an electrostatically applied Powder Coat paint, medium gloss and minimal 3.0 MILS.
- (iii) One single color will be required for the entire contract. This color shall be selected from the manufacturer's standard color card. This standard color shall be available for further installation approximately 18 months after this installation is completed.
- (iv) End panels to receive custom selected high pressure plastic laminate finish with matching 3 mm flat profile PVC edging. Finish selection to be provided by Contract Administrator upon award of contract.
- (v) End panels to receive custom selected acrylic resin finish with sanded edge finish. Acrylic resin panel to be mounted c/w stand-offs onto plastic laminate end panel. Acrylic selection to be.3-Form Varia EcoResin ¼". Finish Sandstone F01 both sides, Style Ensign. To be located on each end panel for LS-1 and LS-2, 1" offset from edges, top and base. Mounted to end panel with standoffs. Standoffs to be quantity of 6 per LS-1 end panel and 4 per LS-2 end panel. Stand-offs to be: GMSOCCAP34BS c/w WPS1210, ¾" diam. x ½" L c/w matching ¾" diam cap.

# (h) Shop Drawings:

- (i) Show fabrication, assembly, and installation details including descriptions of procedures and diagrams. Show complete extend of library bookstack installation layout including quantities, locations and types of accessories units required. Include notations and descriptions of all installation items and components.
- (ii) Show installation details at non-standard conditions, if any.
- (iii) Provide layout, dimensions and identification of each unit corresponding to sequence of installation and erection procedures.
- (iv) Provide installation schedule and complete erection procedure to ensure proper installation.
- (v) Submit minimum 75 mm square samples of each color and texture (if any) on actual substrate for each component to remain exposed after installation.

# (i) Installation:

- (i) Install library book stacks in accordance with reviewed shop drawings and manufacturer's printed instructions.
- (ii) Installation to be performed by a skilled tradesman employed by Specialty Company recognized and trained as approved installer by manufacturer with successful experience on projected of similar size, requirements and complexity.
- (iii) Follow manufacturer's written instructions for installation of each type of accessory item specified. Verify accessory unit alignment and plumb after installation. Correct if required following manufacturer's instructions.
- (iv) Remove components that are chipped, scratched, or otherwise damaged and which do not match adjoining work. Replace with new matching units, installed as specified and in manner to eliminate evidence of replacement.
- (v) Adjust all accessories to provide smoothly operating, visually acceptable installation.
- (vi) Comply with manufacturer's printed instructions for cleaning and touch-up of minor finish damage. Remove and replace work that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.:

# (j) Warranty:

(i) Manufacturer's Product Warranty: 10 year warranty for library shelving. Approved Products

# **E2.4.1 EQUIPMENT ITEMIZATION**

Area	Code	Height	Description	Units	Type of Shelving
Double Faced cantilever weld frame; 64"H x 36" W and 40"H x 36"W shelving units  *Refer to drawings to confirm number of ganged shelving units per item type and quantities of shelving required.					
Main Library Stacks 204	LS-1	64"	Double faced, 64"H x 36"W freestanding units c/w metal dust cover tops, kick plates and high pressure plastic laminate end panels affixed with 3-Form acrylic resin.	30 DF bays *Note: 3 rows	Each bay unit to consist of the following unless otherwise noted: -5 adjustable box shelves c/w (1) L book end per box shelf.  Two bay units (location to be determined upon installation), to consist of the following variation: - 6 adjustable slotted box shelves c/w 4 shelf dividers per slotted box shelf.
Main Library Stacks 209	LS-2	40"H	Double-faced, 40"H x 36"W freestanding units c/w metal dust cover tops, Kick plates and high pressure plastic laminate end panels affixed with 3-Form acrylic resin.	32 DF bays *Note: 4 rows	Each bay unit to consist of the following unless otherwise noted: -3 adjustable box shelves c/w (1) L-bookend per box shelf.  One bay unit (location to be determined upon installation), to consist of the following variation: - 3 adjustable slotted box shelves c/w 4 dividers per slotted box shelf.
Library Shelving Accessories *Quantities listed are in addition to the accessory quantities listed above.					
Perimeter existing wood shelving	N/A	N/A	L – book end	230	N/A

Library Shelving End Panels								
Main Library Stacks 204	EP1 (LS-1)	64"(+/-)	High pressure plastic laminate end panels c/w 3form Acrylic Resin face end. Resin panel: ¼"th. x 22"W x 62"H (+/-)	6				
Main Library Stacks 209	EP2 (LS-2)	40"(+/-)	High pressure plastic laminate end panels c/w 3form Acrylic Resin face end. Resin panel: 1/4"th. x 22"W x 38"H (+/-)	8				

# E3. APPROVED PRODUCTS

- E3.1 Subject to E1.3, the following products are approved;
  - (a) KI Tables and Chairs
  - (b) Steelcase Sit and Stand
  - (c) Ol Cellular
  - (d) Teknion Task Chair
  - (e) Shanahan'