REQUEST FOR **QUOTATION**

Page 1 of 13 **RFQ NO. 22-2004**

SUBMISSION DEADLINE: 4:00 P.M. WINNIPEG TIME, FEBRUARY 6, 2004

If your company name and address are not correctly shown below, please en	ter or correct it before submitting your Bid.					
Company Name Address	BUYER: BRENDA DUPUIS SMITH /sm TELEPHONE NO. (204) 986-2492					
SUPPLY AND DELIVERY OF UNIFORM DRESS SHIRTS						
Please quote prices on the attached Form B: Prices.						
THE BID SUBMISSION MUST INCLUDE T	THIS PAGE (COMPLETED AND SIGNED)					
TERMS AND CONDITIONS ATTACHED APPLY EXCEPT AS	Contact Person: (print)					
SUPERSEDED ABOVE OR BY SPECIFICATIONS (IF ANY) ATTACHED.	Telephone Number:					
Early payment discount: % days (See 1.5 of the Terms and Conditions attached.)	Facsimile Number: The Bidder hereby offers to perform the Work in accordance with the					
THE CITY OF WINNIPEG 22-2004	Contract for the price(s), in Canadian funds, set out in this Bid. The Bidder agrees that the Request for Quotation in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Bid.					
CORPORATE FINANCE DEPARTMENT MATERIALS MANAGEMENT DIVISION 185 KING ST MAIN FLOOR	The Bidder certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract. No. 1 No. 2 No. 3 No. 4					
WINNIPEG MB R3B 1J1	This offer shall be open for acceptance, binding and irrevocable for a period of ninety (90) days following the Submission Deadline.					
PCH6A(EDO):2001-02-23	Ciamatum.					

Signature:

TERMS AND CONDITIONS - GOODS

BIDDING PROCEDURES

- 11 The Bid must be submitted on the forms provided, with all required entries made clearly in
- If the Bidder finds discrepancies or omissions in the Request for Quotation or any part thereof, or is unsure of the meaning or intent thereof, he shall notify the Buyer. The Buyer will, if he deems it necessary, issue addenda to all Bidders. The Bidder is advised to direct all enquiries or comments to the Buyer at least five (5) business days prior to the Submission Deadline to allow time for the preparation and distribution of necessary 1.2
- The Bidder is responsible for investigating the nature of the Work to be done and all conditions that might affect his Bid or his performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such investigation.
- The Contract is based on the design, methods and materials specified and any proposed substitutes must be clearly identified in the Bid. Where the phrases "or equal" or "or alternative" occur in the Request for Quotation, the Bidder is advised to submit descriptive matter in sufficient detail to permit a judgment as to the merits of any "equal" or 'alternative" offered.
- The Bidder may, but is not required to, offer a prompt payment discount. If prompt payment discounts are offered, they will be considered in determining the lowest evaluated responsive Bid.
- 1.6 The Bid must be submitted enclosed and sealed in an envelope clearly marked with the RFQ Number and the Bidder's name and address. Each envelope must contain only the Bid for one Request for Quotation.
- The Bid must be submitted to the Materials Management Division at the address specified no later than the Submission Deadline specified. Bids received after the Submission Deadline will not be considered.
- 1.8 The Bid may be withdrawn without penalty at any time prior to the Submission Deadline.
- The Bid shall be open for acceptance, binding and irrevocable for the period of time specified on the cover page. A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the City considers appropriate in the circumstances.
- The City may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The City may reject all or any part of any Bid or waive technical requirements if the interests of city so require. The City may reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified. A responsible and qualified Bidder is one that meets the qualifications specified and is not suspended, debarred or in default under any contract with the City. with the City.
- Where the Contract is proposed in separate sections or with alternatives, the City shall have the right to award any section separately or to choose any alternative which is in its
- 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. Where an award of Contract is made by the City, the award sall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive
- The Buyer will give notice of the award of the Contract by issuing a Purchase Order to the successful Bidder, or will give notice that no award will be made.
- The Request for Quotation, including but not limited to the specifications, drawings and addenda, and the Contractor's Bid 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
- 1.15 The name of the successful Bidder and the Contract amount will be made available, upon request, to Bidders only after award of Contract.

SCOPE OF WORK

- The Work to be done under this Contract shall consist of the supply and delivery of goods and the provision of ancillary services in accordance with applicable specifications, drawings and addenda.
- 2.2 The Contractor shall provide and pay for all materials, labour, equipment, tools, utilities, licenses and fees necessary to complete the Work.

GOODS

- 3.1 All goods supplied under the Contract shall be new and unused.
- 32 Materials and workmanship shall be fit for the purpose intended and shall equal or exceed
- The Contractor shall be responsible for the storage, transportation and handling of goods until delivered to and accepted by the City. 3.3
- Goods will be inspected at the time of delivery only for general description, quantity and obvious defects or damage. Notwithstanding any waiver or release which may be included on shipping bills, receipts or other such forms signed at the time of delivery, the Contractor shall not be relieved of any responsibility for goods which are defective or damaged or are not in accordance with the specifications. 3.4
- Goods which, in the sole opinion of the City, fail to meet the requirements of the specifications shall be returned to the Contractor at his expense. The Contractor shall not be entitled to payment for goods so returned. In the event payment has been made to the Contractor, the City shall be entitled to recover same and to take whatever remedies that it may have at law.

ASSIGNMENT
The Contractor shall not assign the Contract or any payment thereunder without the prior written approval of the City.

- a) employ only Subcontracts any portion of the Work, he shall:

 a) employ only Subcontractors who have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, or who are fully capable of performing the Work required to be done in accordance with the terms of the Contract;

 - enter into contracts or written agreements with his Subcontractors to require them to perform their work in complete conformance with and subject to the terms and conditions of the Contract; and be as fully responsible to the City for acts and omissions of his Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.

- The Contractor shall save harmless and indemnify the City for twice the contract price The Contractor shall save harmless and indemnify the City for twice the contract price plus two million dollars, unless specifically sated otherwise in the contract documents, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:

 a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;

 b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;

 c) damage to or trespass or encroachment upon, property owned by persons other than

 - c) damage to, or trespass or encroachment upon, property owned by persons other than
 - damage to, or trespass or encroachment upon, property owned by persons owner than the City; failure to pay and obtain a discharge of a notice of claim for lien served upon the City in accordance with the requirements of The Builders' Liens Act; failure to pay a workers compensation assessment, or federal or provincial taxes; unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work; inaccuracies in any information provided to the City by the Contractor. d)
- The City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement.
- The Contractor shall pay to the City the value of all legal fees and disbursements required to settle any such claim or to defend the City against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defence of the said action, proceeding, claim or demand was undertaken on behalf of the City by a salaried employee of the City.
- If the Contractor fails to make any payment required to be made to the City hereunder, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Contractor under the Contract or take whatever other remedies against the Contractor that the City may have at law. 6.4

- **EVENTS OF DEFAULT**An event of default will be deemed to have occurred if the Contractor: 7.1
 - abandons the Work: or
 - is adjudged bankrupt or files for bankruptcy, becomes insolvent, makes a general assignment for the benefit of his creditors, or has a receiver or liquidator appointed in respect of his assets: or
 - respect of his assets; or in the judgment of the City, is not performing or has not been performing the Work, or any part thereof, in a sound and workmanlike manner and in all respects in strict conformity with the Contract; or in the judgment of the City, is not progressing continuously with the Work or any part
 - thereof, and in such a manner as to ensure the completion of the Work or any part thereof, in accordance with the work schedule; or fails to remedy any defective or deficient Work, or to remove any defective or deficient goods; or

 - deficient goods; or fails to remedy defects or deficiencies during the warranty period in the manner and within the time periods specified by the City; or fails to make prompt payment to his subcontractors, his employees or on account of the purchase or rental of equipment or material; or fails to promptly secure a discharge of a lien or trust claim served upon the City pursuant to The Builders' Liens Act; or fails to comply with any laws, by-laws or statutory regulations; or fails to submit any schedules, documents or information required by the Contract; or refuses or peoplects to comply with an order given by the City:

 - refuses or neglects to comply with an order given by the City; commits any other breach of the Contract.
- Any provision of the Contract may be waived only by express waiver in writing by the City. No express waiver of any provision shall imply the waiver of any other provision. 7.2
- If an event of default has occurred, the City may do any one or more of the following:

 a) withhold or retain the whole or part of any payment;

 b) take the whole of the Work, or any part or parts thereof out of the hands of the 7.3
 - c) demand payment for any amount owed to the City.
- The duties and obligations imposed upon the Contractor by the Contract and the rights and remedies available to the City hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed upon the Contractor or available to the City at law.

PRICES AND PAYMENT

- Prices bid shall be gross prices including all applicable duty, freight, cartage, Provincial and Federal Taxes [except Manitoba Retail Sales Tax (MRST or PST) and Goods and Services Tax (GST), which shall be extra where applicable] and all charges governmental or otherwise paid, and including profit and all compensation which shall be due to the
- 8.2 If the Contractor charges GST, he must show his registration number and the amount of GST separately on the invoice.
- Where The Builders' Liens Act is applicable to the Contract, payments will be subject to such holdbacks as are required to be made thereunder. Interest on holdback amounts will be credited, and holdback amounts will be released, in accordance with said Act. 8.3
- Payment will be in Canadian funds net thirty (30) days from receipt of acceptable goods, or receipt and approval of the Contractor's invoice, whichever is later.

2001-03-16

FORM B: PRICES

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	APPROX. TOTAL QUANTITY	UNITS	UNIT PRICE
1.	Uniform Dress Shirts				
	a) short sleeve blue	4.2	357	ea	
	b) short sleeve blue tall	4.3	125	ea	
	c) long sleeve blue	4.4	145	ea	
	d) long sleeve blue tall	4.5	79	ea	
	e) short sleeve c/w eyelet white	4.6	175	ea	
	f) long sleeve tall c/w eyelet white	4.7	50	ea	

Name of	Bidder	

SPECIFICATIONS

1. GENERAL

1.1 These Specifications shall be applicable to the Work and shall take precedence over the Terms and Conditions.

2. DEFINITIONS

- 2.1 When used in this Request for Quotation:
 - (a) "Business Day" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
 - (b) "Buyer" means the person authorized to represent the City in respect of the Request for Quotation;
 - (c) "Calendar Day" means the period from one midnight to the following midnight;
 - (d) "Contract" means the combined documents consisting of the Request for Quotation package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
 - (e) "Contract Administrator" means the person authorized to represent the City in respect of the Contract and is identified at the time of award of the Contract;
 - (f) "Contractor" means the person undertaking the performance of the Work under the terms of the Contract;
 - (g) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
 - (h) "Work" means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all equipment, facilities, material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract.
- 2.2 Further to 2.1(b), the Buyer is:

BRENDA DUPUIS SMITH (204) 986-2492

3. GOODS

- 3.1 The Contractor shall supply uniform dress shirts in accordance with the requirements hereinafter specified.
- 3.2 Material shall be as follows:
 - (a) Crease resistant;
 - (b) Acid resistant;
 - (c) Perma-press blend of 65% polyester and 35% combed cotton;
 - (d) Plain weave and sanforized;
 - (e) Minimum count 117 x 65;
 - (f) Minimum finished weight 2.84 yds. Per pound;
 - (g) 4.73 ounce per square yard, minimum breaking strength in warp of 166 lbs and in weft 59 lbs.
- 3.3 Colour shall be as follows:
 - (a) Pale blue C1247, and;
 - (b) White.
- 3.4 Thread shall be as follows;
 - (a) Polyester cotton 003-53 cord colour fast and to match the colour of fabric specified above.
- 3.5 Buttons shall be as follows;
 - (a) Standard white;

- (b) Four hole, and;
- (c) Ligne 20 in size.
- 3.6 Stitching shall be as follows:
 - (a) Side seams and sleeve insertion to be done in overlock safety surging;
 - (b) All other stitching shall be single needle lockstitch with a minimum of 13 stitches per inch.
- 3.7 Pockets shall be:
 - (a) Two open breast pockets on the shirts to measure 5 3/4" wide by 6 1/2" deep;
 - (b) 1" top hem interlined;
 - (c) all edges to be turned so that there will be no raw edges showing;
 - (d) left breast pocket to have 1 1/2" pencil stitch, and;
 - (e) pocket flaps required.
- 3.8 Collar
 - (a) To measure 1 3/4" in depth at the back and 3" at the peaks;
 - (b) Type may be either fused or built-up;
 - (c) Fused collar top or fall to be lined with material known in the trade as DHJ Trubenized wet pressed lining, and;
 - (d) Built up collar to have fused lining and interlining with outer collar free from fusing.
- 3.9 Collar Bank
 - (a) Shall be lined with material known as Melloprest 37 or equal.
- 3.10 Short Sleeves
 - (a) The ends of the sleeves shall be fitted with a superimposed band 1 3/8" in depth raw edges to be turned in.
- 3.11 Long Sleeves
 - (a) One piece sleeve facing with a button cuff;
 - (b) The lining for the cuff shall be material known as melloperst 275 or equal.
- 3.12 Epaulettes
 - (a) To have mitred end with buttonhole for 20 ligne button, and;
 - (b) Width to be 2" at point of shoulder, tapering to 1 ½" at top.
- 3.13 Front
 - (a) Five button French front, with no raw edges showing, and;
 - (b) Plus one button in neckband.
- 3.14 Measurement
 - (a) All measurements shall be in accordance to the Measurement/Size Chart, attached as per Schedule 1.
- 3.15 Labelling of garments on inside of yoke and neck band in black indelible ink shall include:
 - (a) Size;
 - (b) Material content;
 - (c) Year of manufactured;
 - (d) Union made label, and;
 - (e) Cleaning instructions.
- 3.16 Shoulder flashes will be supplied by the Fire Paramedic Service to the Contractor.
 - (a) Shall be sewn on the upper arms, and;

(b) Centered on the shoulder yoke of the shirts at the shoulder, by the contractor.

3.17 Packaging

- (a) Shirts shall be folded;
- (b) Bulk-packed in a box holding approximately 12 long sleeve or 18 short sleeve shirts;
- (c) Boxes are to be clearly marked as to size, colour, long/short sleeve, and;
- (d) Regular/tall.

3.18 Two (2) eyelets to accommodate breast badge

- (a) Upon request only but option must be made available;
- (b) Department will provide particulars upon ordering (over which pocket, horizontal eyelets or vertical eyelets).

4. SIZING REQUIREMENTS AND APPROXIMATE AMOUNTS

4.1 Size range for:

- (a) Short sleeve will be 14 to 19 available in regular/tall;
- (b) Long sleeve will be 32 to 37 available in regular/tall.

4.2 Mens Blue Short Sleeve

- (a) 15 ss = approx. qty 25
- (b) $15 \frac{1}{2} \text{ ss} = \text{approx. qty } 40$
- (c) 16 ss = approx. qty 10
- (d) $16 \frac{1}{2} \text{ ss} = \text{approx. qty } 50$
- (e) 17 ss = approx. qty 70
- (f) $17 \frac{1}{2} \text{ ss} = \text{approx. qty } 70$
- (g) 18 ss = approx. qty 40
- (h) $18 \frac{1}{2} \text{ ss} = \text{approx. qty } 40$
- (i) 19 ss = approx. qty 5
- (j) $19 \frac{1}{2} \text{ ss} = \text{approx. qty } 5$
- (k) 20 ss = approx. qty 2

4.3 Mens Blue Short Sleeve Tall

- (a) 16ss Tall = approx. qty 10
- (b) $16 \frac{1}{2} \text{ ss Tall} = \text{approx. qty } 30$
- (c) 17 ss Tall = approx. qty 30
- (d) $17 \frac{1}{2}$ ss Tall = approx qty. 25
- (e) 18 ss Tall = approx. qty 20
- (f) $18 \frac{1}{2} \text{ ss Tall} = \text{approx. qty } 10$

4.4 Mens Long Sleeve Shirts Blue

- (a) $15 \frac{1}{2} \times 33 = approx. qty 20$
- (b) $15 \frac{1}{2} \times 34 = approx. qty 7$
- (c) $16 \times 33 = approx. qty 5$
- (d) $16 \times 34 = approx. qty 5$
- (e) $16 \times 35 = approx. qty 5$
- (f) $16 \times 36 = approx. qty 5$
- (g) $16 \frac{1}{2} \times 34 = approx. qty 10$
- (h) $16 \frac{1}{2} \times 35 = approx. qty 10$

- (i) $17 \times 34 = approx. qty 10$
- (j) $17 \times 35 = \text{approx. qty } 10$
- (k) $17 \times 36 = approx. qty 5$
- (I) $17 \times 37 = approx. qty 10$
- (m) $17 \frac{1}{2} \times 34 = approx. qty 10$
- (n) $17 \frac{1}{2} \times 35 = approx. qty 10$
- (o) $17 \frac{1}{2} \times 36 = approx. qty 10$
- (p) $17 \frac{1}{2} \times 37 = approx. qty 10$
- (q) $18 \times 35 = approx. qty 5$
- (r) $18 \times 36 = approx. qty 5$
- (s) $18 \frac{1}{2} \times 35 = approx. qty 5$
- (t) $18 \frac{1}{2} \times 36 = \text{approx. qty } 5$
- (u) $19 \times 35 = approx. qty 5$
- (v) $19 \times 36 = \text{approx. qty } 5$

4.5 Mens Long Sleeve Shirts Tall Blue

- (a) $16 \frac{1}{2} \times 34 \text{ Tall} = \text{approx. qty } 5$
- (b) $16 \frac{1}{2} \times 35 \text{ Tall} = \text{approx. qty } 5$
- (c) $16 \frac{1}{2} \times 36 \text{ Tall} = \text{approx. qty } 6$
- (d) 17 x 34 Tall = approx. qty 5
- (e) 17 x 35 Tall = approx. qty 5
- (f) $17 \times 36 \text{ Tall} = \text{approx. qty } 5$
- (g) $17 \frac{1}{2} \times 34 \text{ Tall} = \text{approx. qty } 5$
- (h) $17 \frac{1}{2} \times 35 \text{ Tall} = \text{approx. qty } 5$
- (i) $17 \frac{1}{2} \times 36 \text{ Tall} = \text{approx. qty } 5$
- (j) $18 \times 34 \text{ Tall} = \text{approx. qty } 5$
- (k) 18 x 35 Tall = approx. qty 5
- (I) 18 x 36 Tall = approx. qty 5
- (m) $18 \frac{1}{2} \times 35 \text{ Tall} = \text{approx. qty } 5$
- (n) $18 \frac{1}{2} \times 36 \text{ Tall} = \text{approx. qty } 5$
- (o) $19 \times 35 \text{ Tall} = \text{approx. qty } 5$
- (p) $19 \times 36 \text{ Tall} = \text{approx. qty } 3$

4.6 Mens White Dress Uniform Shirts Short Sleeve

- (a) $15 \frac{1}{2} \text{ ss} = \text{approx. qty } 25$
- (b) 16 ss = approx. qty 40
- (c) $16 \frac{1}{2} \text{ ss} = \text{approx. qty } 10$
- (d) 17 ss = approx. qty 20
- (e) $17 \frac{1}{2} \text{ ss} = \text{approx. qty } 15$
- (f) 18 ss = approx. qty 22
- (g) $18 \frac{1}{2} \text{ ss} = \text{approx. qty } 8$
- (h) 16 ss Tall = approx. qty 10
- (i) $16 \frac{1}{2}$ ss Tall = approx. qty 25
- (j) 17 ss Tall = approx. qty 20
- (k) 17 1/2 ss Tall = approx. qty 25

- (I) 18 ss Tall = approx. qty 25
- (m) 18 1/2 ss Tall = approx. qty 15
- 4.7 Mens White Dress Uniform Shirts Long Sleeve
 - (a) $15 \frac{1}{2} \times 33 = approx. qty 10$
 - (b) $15 \frac{1}{2} \times 34 = approx. qty 10$
 - (c) $16 \times 34 = approx. qty 5$
 - (d) $16 \times 35 = approx. qty 5$
 - (e) $16 \frac{1}{2} \times 34 = approx. qty 5$
 - (f) $16 \frac{1}{2} \times 35 = approx. qty 5$
 - (g) $17 \times 34 = approx. qty 5$
 - (h) $17 \times 35 = approx. qty 5$
 - (i) $17 \frac{1}{2} \times 34 = \text{approx. qty } 5$
 - (j) $17 \frac{1}{2} \times 35 = \text{approx. qty } 5$
 - (k) $18 \times 34 = approx. qty 5$
 - (I) $18 \times 35 = \text{approx. qty } 5$
 - (m) $18 \frac{1}{2} \times 34 = \text{approx. qty } 5$
 - (n) $18 \frac{1}{2} \times 35 = approx. qty 5$
 - (o) $16 \times 34 \text{ Tall} = \text{approx. qty } 5$

5. INFORMATION FOR THE BIDDER

- 5.1 The City has encountered a number of performance problems with shirts, in particular:
 - (a) The sleeves on short sleeve shirts must be long enough to cover a short sleeved t-shirt underneath;
 - (b) The hip body length must be long enough to stay tucked in when bending over.
- 5.2 Samples submitted which do not have sufficient length in both the sleeves and in the body of the shirt shall be rejected.

6. UNION MADE REQUIREMENTS

6.1 All items on Form B Prices must be union made and labelled as such

7. ORDERS

- 7.1 The Contractor shall provide a local Winnipeg, or toll-free, telephone number facsimile number at which orders may be placed.
- 7.2 The Contractor shall make provisions to receive orders, by any of the means identified in 7.1 above, at all times between 8:30 a.m. and 4:30 p.m. on Business Days.

8. DELIVERY

- 8.1 Goods shall be delivered on an "as-required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to 2546 McPhillips Street (South Side of Building Stores Entrance).
- 8.1.1 Goods shall be delivered within ten (10) Business Days of the placing of an order, except where otherwise agreed at the time of ordering.
- 8.2 Goods shall be delivered between 7:00 a.m. and 3:30 p.m. on Business Days.
- 8.3 The Contractor shall off-load goods as directed at the delivery location.

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9. DURATION OF CONTRACT

- 9.1 The Contract shall be for the period of April 1, 2004 to March 31, 2006.
- 9.2 Notwithstanding the foregoing, the City may terminate the Contract upon thirty (30) Calendar Days written notice by the Contract Administrator in the event that operational changes result in substantial changes to the requirement for the goods.

10. ADDENDA

- 10.1 The Buyer may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Quotation, or clarifying the meaning or intent of any provision therein.
- 10.2 The Buyer will issue each addendum to all Bidders by:
 - (a) publication at the Materials Management Division's Bid Opportunities internet website at http://www.winnipeg.ca/matmgt/bidopp.asp.
- 10.3 The Bidder is responsible for ensuring that he/she has received all addenda and shall acknowledge receipt of each addendum on the Request for Quotation cover page. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- 10.3.1 The Bidder is advised to check the Materials Management Division's Bid Opportunities internet website for addenda shortly before submitting his/her Bid.

11. BID SUBMISSION

- 11.1 The Bid Submission consists of the following components:
 - (a) Request for Quotation cover page completed and signed;
 - (b) Form B: Prices;
 - (c) Union Shop Confirmation.
- 11.2 Bids may be submitted by:
 - (a) mail, courier or personal delivery to the address shown on the Request for Quotation cover page; or
 - (b) facsimile transmission (fax) to (204) 949-1178.
- 11.2.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- 11.2.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

12. PRICES

- 12.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- 12.2 Prices shall be fixed for the duration of the Contract except for changes stipulated, with amounts and effective dates, in the Bid.
- Further to 8.1 of the Terms and Conditions, the City will not consider payment of any charges (e.g., minimum order charges, handling charges, container deposits, etc.), except those imposed after the Submission Deadline by a government or regulatory authority having jurisdiction, unless they are identified and quantified in the Bid.
- 12.4 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.
- The quantities for which payment will be made to the Contractor shall be determined by the Work actually performed by the Contractor.

13. INVOICES

- 13.1 The Contractor shall submit invoices to the locations designated at the time of ordering.
- 13.2 Invoices must clearly indicate, as a minimum:
 - (a) the City's Purchase Order (PO) number or Standing Purchase Order Release Authorization (SPORA or RA) number, if issued;
 - (b) shipping date(s);
 - (c) delivery address(s);
 - (d) description, quantity and unit price(s) of goods delivered;
 - (e) total amount payable with GST and PST, where applicable, shown as separate amounts; and
 - (f) where applicable, the Contractor's GST registration number.
- 13.3 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

14. RECORDS

- 14.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- 14.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
 - (a) User name(s) and addresses;
 - (b) order date(s);
 - (c) delivery date(s); and
 - (d) description and quantity of goods supplied.
- 14.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

15. WARRANTY

- The Contractor warrants that the goods will be free of any and all defects or deficiencies for a period of one (1) year from the date of delivery to and acceptance by the City.
- Upon notification by the User, the Contractor shall, at his/her sole cost and expense, remedy any defect or deficiency identified by the User during the warranty period and any damage that may arise or result from the defect or deficiency or as a result of the correction of same.
- Notwithstanding 15.1 and 15.2 above, if any statute in force in the Province of Manitoba or in the jurisdiction where the goods were manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty that is more extensive in its nature, then the provisions of such statute or manufacturer's warranty shall apply.

16. EVALUATION CRITERIA

- 16.1 Award of this Contract will be based on the following evaluation criteria:
 - (a) conformance of the Bid with the requirements of the RFQ

pass/fail;

(b) qualifications of the Bidder pursuant to 1.10 of the Terms and Conditions

pass/fail;

(c) total contract price

100%.

- Further to 16.1(a), the Bidder shall, within two (2) Business Days of a request by the Buyer, provide representative samples of the goods offered.
- 16.3 Further to 16.1(b), the Bidder shall:
 - (a) submit, within two (2) Business Days of a request by the Buyer, proof satisfactory to the Buyer of the qualifications of the Bidder and of any proposed subcontractor;

- (b) provide, on the request of the Buyer, full access to any of the Bidder's equipment and facilities to confirm, to the Buyer's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.
- Further to 16.1(c), total contract price will be evaluated on the basis of the approximate quantities shown on Form B: Prices considering early payment discounts if offered.

17. AWARD OF CONTRACT

17.1 This Contract will be awarded as a whole.

UNION SHOP CONFIRMATION

Please confirm that you will comply with the specifications in this quotation regarding mandatory Union Labels and Union Shop Requirements.

Please indicate that your company (the Contractor or Sub-Contractor) is a Union Shop and registered with the following union.

(Name o	f Union and Local)
Name of Union Representative	Phone Number
	Name of Bidder

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SCHEDULE 1 MEASUREMENT/SIZE CHART

SHIRTS, MEN'S, DRESS AND UNIFORM DRESS REGULAR FIGURES

All linear dimensions in centimetres unless otherwise indicated.

	Garment											
Size								SLEEVE				
Designation											APERTURE	
Stamped on Shirt Collar	Neck Closure	Chest	Waist	Hips	Back Width	Armhole Circumference	Length	3) Long	Short	Circum- ference At	Cuff	Short Sleeve
Cm/inches										elbow		
34cm/13 1/2	35	96	86	92	41	47	82		47.5	36	20.5	35
35-36/14	36.5	101	91	97	42.5	48	82		48	37	21.5	36
37/14 ½	38	106	96	102	44	49	82		48.5	38	21.5	37
38/15	39	111	101	107	45.5	51	82		49	39	22.5	38
39-40/15 1/2	40.5	116	106	112	47	52	82		49.5	40	22.5	39
41/16	42	121	111	117	48.5	54	82		50	41	23.5	40
42/16 ½	43	126	116	122	50	55	82		50.5	42	23.5	41
43/17	44	131	121	127	51.5	56	84		51	43	24.5	42
44-45/17 ½	45.5	136	126	132	53	57	84		51.5	44	24.5	43
46/18	47	141	131	137	54.5	59	84		52	45	25.5	44
47/18 1/2	48	146	136	142	56	60	84		52.5	46	25.5	45
Tolerance	0.3	1.5	1.5	1.5	1.0	1.5	1.5	1.5	1.0	1.5	0.5	1.5