



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 143-2015

SUPPLY AND DELIVERY OF POLICE UNIFORM PANTS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF POLICE UNIFORM PANTS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 5, 2015.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least fourteen (14) Calendar Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B15.1(a).

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, to constitute a responsive Bid.
- B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a).
- B7.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.

- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Prices on Form B: Prices shall include:
- (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B9.2 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. QUALIFICATION

B10.1 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.

B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B10.3 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);

B10.4 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.

B10.5 The Bidder shall provide, within fifteen (15) Business Days of a request by the Contract Administrator representative samples of the items listed in the Form B Pricing.

B10.6 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.

B11. DISCLOSURE

B11.1 Organizations provided investigative services with respect to this Work. In the City's opinion, these relationships or associations do not create a conflict of interest or will not likely create a perception of conflict of interest because of this disclosure. The organizations are:

- (a) Corporate Securities Ltd.
- (b) Frontline Outfitters.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

B12.1 Bids will not be opened publicly.

B12.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B12.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B12.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B13. IRREVOCABLE BID

B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B13.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B14. WITHDRAWAL OF BIDS

B14.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B14.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.

B14.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B15. EVALUATION OF BIDS

B15.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B15.2 Further to B15.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

B15.4 Further to B15.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B15.5 This Contract will be awarded as a whole.

B16. AWARD OF CONTRACT

B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B16.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B16.2.1 Without limiting the generality of B16.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B16.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B15.

B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

B16.4 Notwithstanding C4 and Paragraph 6 of Form A:Bid, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B16.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. UNFAIR LABOUR PRACTICES

D2.1 Further to C3.2, the Contractor declares that in bidding for the work and in entering into this contract, he and his subcontractors conduct their respective business in accordance with established international codes as they relate to child and forced labour embodied in United Nations (UN) and International Labour Organization (ILO) conventions as ratified by Canada.

D2.2 The Contractor shall forfeit all claims under the Contract as well as refund to the City any monies paid to him, beyond his actual proven expenses for work done, if this declaration is shown to be false.

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of the supply and delivery of police uniform pants for the period from date of award until May 31, 2016, with the option of five (5) mutually agreed upon one (1) year extensions.

D3.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D3.1.2 Changes resulting from such negotiations shall become effective on June 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D3.2 The Work shall be done on an "as required" basis during the term of the Contract.

D3.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D3.2.2 Notwithstanding C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D3.3 Notwithstanding D3.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Craig Davill
Quartermaster, Winnipeg Police Service

Telephone No.: 204-986-6141

E-mail Address: cdavill@winnipeg.ca

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

- D6.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer
Facsimile No.: 204- 949-1174

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

SCHEDULE OF WORK

D8. COMMENCEMENT

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

D9. DELIVERY

- D9.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to various locations within the City.

- D9.1.1 Goods shall be delivered within ninety (90) Calendar Day(s) of the placing of an order, unless otherwise allowed by the User at the time of ordering.
- D9.2 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 8:00 a.m. and 4:00 p.m. on Business Days.
- D9.4 The Contractor shall off-load goods as directed at the delivery location.

D10. ORDERS

- D10.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D11. RECORDS

- D11.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D11.2 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.
- D11.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D12. INVOICES

- D12.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204- 949-0864
Email: CityWpgAP@winnipeg.ca
- D12.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of goods delivered;
 - (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D12.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D12.4 Bids Submissions must be submitted to the address in B7.5

D13. PAYMENT

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.

D13.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D14. PURCHASING CARD

D14.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.

D14.2 The Contractor's credit card website/gateway shall have appropriate current Payment Card Industry Data Security standards (PCI DSS) certification, (<https://www.pcisecuritystandards.org/index.shtml>). The credit card gateway shall meet the credit card data security requirements outlined by the Payment Card Industry Security Standards Council (PCI SSC) for service providers and/or software vendors.

WARRANTY

D15. WARRANTY

D15.1 Warranty is as stated in C11

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

Drawing No.	Drawing Name/Title
E3.1	Style
E3.2	Waistband System
E3.3	Belt Loops
E3.4	Fly
E3.5	Hip Pocket Placement
E3.6	Cargo Pocket

- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E2. GOODS

- E2.1 The Contractor shall supply and deliver police uniform pants in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 – **Uniform Cargo Pants** shall be
- (a) Fabric Content: 75% Polyester/ 25% Wool
 - (b) Weight: 12 oz. per linear yard
 - (c) Weave: Serge
 - (d) Color: LAPD/Midnight Blue
 - (e) RED VERTICAL STRIPE: shall be Dominion Red in colour and shall extend from the bottom of the waist band, throughout the full length of the outside legs, including the outside of the cargo pant pocket and cargo pant pocket flap. They shall be stitched immediately behind the slash pockets. Stripes shall be applied to the out seam and shall be a full one (1) in width. Stripes shall be stitched 1/16" (1.5mm) gauge to accommodate a tolerance of +/- 3/64" (1mm) in width
 - (f) STYLE: Pants shall be manufactured from an up-to-date men's uniform Pant pattern. The Pant styling shall be plain front, two (2) quarter top front pockets, two (2) side cargo pockets with hidden cell phone pocket inside right pocket and two (2) hip pockets professionally finished with no visible topstitching. Work wear industrial style construction is unacceptable and shall be cause for rejection.(E3.1)
 - (g) LINING MATERIAL: The pocketing and fly lining material shall be 70% Polyester / 30% Cotton, 2.9 oz. per square yard (60" width) with a minimum 78 x 48 count. Pocketing must have a durable press finish and the color of the pocketing must be black.
 - (h) WAISTBAND SYSTEM: Pant shall be made with a system that will allow the wearer waist expansion of 2 1/2" to 3". The waistband shall measure a minimum of 1-7/8" wide when finished. The flexible expansion split portion of the waistband shall be to the front of the Pant side seam and there shall be a 3/4-inch wide side belt loop positioned to "hide" the expansion split of the waistband.

The waistband curtain shall consist of two different styles for maximum waistband expansion to enhance wearer comfort, fit, and appearance. The front of the Pant (to the expansion split) waistband curtain style shall consist of a 2-inch wide elastic section that incorporates Tru-Grip, a 1/2" surface area composed of thin 55 gauge rubber for maximum comfort and performance. The Tru-Grip acts to help keep shirts tucked in securely. (Use of

a single silicone strip or strips instead of ½" wide rubberized surface area shall be cause for rejection.)

The back half of the Pant waistband curtain shall finish a minimum 2-1/8" wide and is to be made of black pocketing material and shall be attached to the top of the Pant with a zigzag stitch. The waistband curtain must also contain Tru-Grip and will line up with the Tru-Grip on the front of the expansion split. (Substitution of a silicone strip or strips in place of Tru-Grip shall not be acceptable and shall be cause for rejection.)

The waistband curtain is composed of a wet laid non-woven canvas weighing 3.3 oz. per square yard. The canvas is covered in the same color and material as the pocketing. The ½" rubberized surface area is positioned 1-¼" up from the bottom of the curtain.

The specifications for the rubberized Tru-Grip curtain are as follows:

- (i) Width: 1-1/8-inch
- (ii) Warp: 300 Denier Texturized Polyester
- (iii) Filling: 300 Denier Texturized Polyester
- (iv) Rubber: 55 Gauge
- (v) Count: 32-36 yarns per inch
- (vi) Contents: 59% Polyester/ 41% Rubber

There shall be a 1-1/4" wide elastic component sewn into the back half of the waistband curtain to allow for the stretch and recovery of the waistband to comfortably fit the wearer's waist size. There shall be a bartack for strength and durability sewn at the stress point on the waistband where it joins the front elasticized waistband curtain joining stitching (positioned, on the waistband above the front pocket.)

The waistband closure shall be accomplished with one crush proof hook and eye centered on the waistband for wearer comfort. The hook and eye shall be reinforced with a 7/8" non-woven tape that is anchored with topstitching through and through to the top of the waistband (bartacks in place of topstitching shall be cause for rejection). In addition to the stitching of the waistband when it is set onto the Pant, the waistband must also be topstitched below the waistband seam of the Pant to be finished to allow for alterations (with ample fabric and curtain material to allow Pant size to be increased at least one size). The outlet in the seat is to be proportional to the waist outlet so the seat may also be let out. Seat seam must be sewn with a tandem needle machine (double-needle stitch) for maximum stretch. (E3.2)

- (i) BELT LOOPS: There shall be a minimum of seven belt loops 3/4" in width of double thickness. Each loop must have a non-woven interlining for added durability. All loops (except back center) must be sewn into the top and bottom of the waistband ("dropped" belt loops that are tacked to the outside of the Pant all around waist shall be cause for rejection). The top of the belt loops (except back center) shall be sewn into the waistband curtain seam with a Rocap machine using a zigzag stitch. The bottom of the center back loop shall be tacked to the Pant and the top of the loop tacked to the outside of the waistband to allow for easier waist alteration.(E3.3)
- (j) FLY: Pant shall have a brass metal zipper with memory lock brass slider secured by metal stopper at base. There shall be a French Fly tab closure on the inside of the right fly. The tab shall be double ply made of the basic Pant fabric (tabs made of pocketing material or a "grown on" French Fly will be cause for rejection). The right fly shall be lined with the same material and color as the pocketing. The fly lining shall be sewn to the left fly continuing below the zipper into the crotch area in a neat and durable manner. A button shall be located on the left fly corresponding with the French Fly tab to provide a clean and comfortable closure. Topstitching of fly to be installed with automatic "J" stitch equipment eliminating puckering and providing a clean finish. There shall be a firm straight bartack at the bottom of the fly going through the zipper tape for maximum strength. Bartack shall line up with starting point of "J" stitch. (E3.4)
- (k) POCKETS: The two (2) front pockets shall be quarter top style with a minimum opening of 6" and a minimum depth of 5-3/4" measured from the bottom of the opening. Front pockets shall have firm straight bartacks at top and bottom of pocket openings. Pockets shall be constructed using the stitch, turn, and topstitch method. Front pocket facing and

barrier to be made of the basic Pant fabric. Facing shall be a minimum of 1" and barrier shall measure a minimum of 2" (measured to the inside edge of pocket lining).

The two (2) hip pockets shall have a minimum 5-3/8" wide (bartack to bartack) opening and a minimum depth of 5-3/4" measured from the bottom of the pocket opening. Hip pockets shall be constructed using the double welt method on an automatic welt machine. The welts shall be finished in such a manner that there is no topstitching (topstitched hip pockets shall be cause for rejection). The corners of the hip pocket openings shall have straight bartacks for reinforcement (use of triangular bartacks shall be cause for rejection). Hip pocket facing and barrier shall be made of basic Pant fabric. Facing shall be a minimum of 3/4" and the barrier shall be a minimum of 1-1/2". The left hip pocket shall have a centered tab made of basic cloth inserted into the top welt with bartacks at the top and bottom of the tab to form an opening for a button. A button shall be located below the bottom welt corresponding in location with the tab, which shall be interlined with non-woven for added durability. There shall be a dart centered above each hip pocket to waistband. Dart shall be approximately 2-3/4" long tapered from 3/8" at waistband and shall be installed with automatic equipment for a clean non-puckered finish. (E3.5)

The watch pocket shall be located on the right front at the waistband. This pocket shall have a minimum opening of 2 5/8" and a minimum depth of 2 7/8". The front of the pocket shall be made of pocketing fabric and the back of the pocket shall be made of basic fabric and the two pieces are securely stitched together. Each corner of the pocket opening shall have firm straight bartacks.

- (l) **CARGO POCKETS:** There shall be two cargo pockets, one on each side seam. Pockets shall be double-section pleated patch pockets with flaps. The pockets shall be centered across the side seam and placed approximately 2" below the bottom of the front quarter-top pocket, measuring from the top of the pocket flap. The pocket shall be constructed of the shell fabric and lined with the specified pocketing. The top edge of the pocket shall be bound. The outside measurements of the pocket shall be a minimum of 7" wide x and a minimum of 8" deep with mitered bottom corners. There shall be a 1-1/2" center pleat on each pocket. The pocket flap shall be pointed at the center and measure a minimum of 7-1/4" wide, a minimum of 2" deep at the ends, and a minimum of 3-1/4" deep at the center point. The flap shall be sewn across the top to the inner pocket and down both sides, covering the top edge of the outer pocket. There shall be a 1-1/2" wide x 1" deep piece of Velcro (male side) sewn to the inner ply of the flap and a corresponding piece of Velcro (female side) sewn on the pleat of the pocket. There shall be a vislon zipper sewn behind the inner pocket and to the Pant leg so that the zipper is recessed 1" from the top of the pocket flap. There shall be straight vertical bartacks on all four corners of each pocket flap. The right zippered cargo pocket shall have a hidden cell phone compartment set on the front side of the pocket lining.(E3.6)
- (m) **SEAT:** Seat must be sewn with a Tandem Needle Machine (double-needle stitch) for maximum durability.
- (n) **CREASES:** The leg creases, front and back shall have a silicone bead put in by using the Lintrak process.
- (o) **STITCHING, PRESSING & FINISHING:** Pants must be stitched with matching thread. Pant must be neatly pressed on Hothead Presses and properly shaped. Outseams and inseams are edge surged on automatic equipment for uniformity of quality and shall be pressed open for a smooth pucker-free finish with repeated cleaning and pressing. Pant must be cleaned and finished to eliminate loose threads.
- (p) **MENS AVAILABLE SIZES:** Pant must be available to order in the following sizes:
 - (i) **SHORT RISE:** 28 - 42 (EVEN ONLY)
 - (ii) **REGULAR RISE:** 28 - 58 (EVEN ONLY OVER 38)
 - (iii) **LONG RISE:** 32 - 48 (EVEN ONLY)
- (q) **WOMENS AVAILABLE SIZES:** Pants must be available to order in the following sizes:
 - (i) **SHORT RISE:** 4 - 14 (EVEN ONLY)
 - (ii) **REGULAR RISE:** 2 - 26 (EVEN ONLY)
- (r) **LABELS:** Pant must have a permanent label providing care instructions and small woven label indicating waist size. A removable paper ticket showing the size, fabric content, cut

number, and WPL or RN number must be on the outside of the waistband. Ticket shall be matchbook style installed with plastic staples for easy removal without damaging Pant material and showing size when Pants are stacked.

- E2.3 Item No. 2 – **Uniform Dress Pants** shall be
- (a) Fabric Content: 75% Polyester/ 25% Wool
 - (b) Weight: 12 oz. per linear yard
 - (c) Weave: Serge
 - (d) Color: LAPD/ Midnight Blue
- E2.4 RED VERTICAL STRIPE: shall be Dominion Red in colour and shall extend from the bottom of the waist band, throughout the full length of the outside legs, including the outside of the cargo pant pocket and cargo pant pocket flap. They shall be stitched immediately behind the slash pockets. Stripes shall be applied to the out seam and shall be a full one (1) in width. Stripes shall be stitched 1/16" (1.5mm) gauge to accommodate a tolerance of +/- 3/64" (1mm) in width
- E2.5 STYLE: Pants shall be manufactured from an up-to-date men's/women's uniform pant patterns. The pant styling shall be plain front, two (2) quarter top front pockets, and two (2) hip pockets professionally finished with no visible topstitching. Work wear industrial style construction is unacceptable and shall be cause for rejection. (E3.1)
- E2.6 LINING MATERIAL: The pocketing and fly lining material shall be 70% Polyester / 30% Cotton, 2.9 oz. per square yard (60" width) with a minimum 78 x 48 count. Pocketing must have a durable press finish and the color of the pocketing must be black.
- E2.7 WAISTBAND SYSTEM: Pants shall be made with a Waistband System that will allow the wearer waist expansion of 2 1/2" to 3". The waistband shall measure a minimum of 1-7/8" wide when finished. The flexible expansion split portion of the waistband shall be to the front of the pant side seam and there shall be a 3/4-inch wide side belt loop positioned to 'hide" the expansion split of the waistband.

The waistband curtain shall consist of two different styles for maximum waistband expansion to enhance wearer comfort, fit, and appearance. The front of the pant (to the expansion split) waistband curtain style shall consist of a 2-inch wide elastic section that incorporates Tru-Grip, a 1/2" surface area composed of thin 55 gauge rubber for maximum comfort and performance. The Tru-Grip acts to help keep shirts tucked in securely. (Use of a single silicone strip or strips instead of 1/2" wide rubberized surface area shall be cause for rejection.)

The back half of the pant waistband curtain shall finish a minimum 2-1/8" wide and is to be made of black pocketing material and shall be attached to the top of the pant with a zigzag stitch. The waistband curtain must also contain Tru-Grip and will line up with the Tru-Grip on the front of the expansion split. (Substitution of a silicone strip or strips in place of Tru-Grip shall not be acceptable and shall be cause for rejection.)

The waistband curtain is composed of a wet laid non-woven canvas weighing 3.3 oz. per square yard. The canvas is covered in the same color and material as the pocketing. The 1/2" rubberized surface area is positioned 1-1/4" up from the bottom of the curtain.

The specifications for the rubberized Tru-Grip curtain are as follows:

- (a) Width: 1-1/8-inch
- (b) Warp: 300 Denier Texturized Polyester
- (c) Filling: 300 Denier Texturized Polyester
- (d) Rubber: 55 Gauge
- (e) Count: 32-36 yarns per inch
- (f) Contents: 59% Polyester/41% Rubber

To complete the Waistband System, there shall be a 1-1/4" wide elastic component sewn into the back half of the waistband curtain to allow for the stretch and recovery of the waistband to

comfortably fit the wearer's waist size. There shall be a bartack for strength and durability sewn at the stress point on the waistband where it joins the front elasticized waistband curtain joining stitching (positioned, on the waistband above the front pocket.)

The waistband closure shall be accomplished with one crush proof hook and eye centered on the waistband for wearer comfort. The hook and eye shall be reinforced with a 7/8" non-woven tape that is anchored with topstitching through and through to the top of the waistband (bartacks in place of topstitching shall be cause for rejection). In addition to the stitching of the waistband when it is set onto the pant, the waistband must also be topstitched below the waistband seam of the pant to be finished to allow for alterations (with ample fabric and curtain material to allow pant size to be increased at least one size). The outlet in the seat is to be proportional to the waist outlet so the seat may also be let out. Seat seam must be sewn with a tandem needle machine (double-needle stitch) for maximum stretch. (E3.2)

- E2.8 BELT LOOPS: Shall have a minimum of seven belt loops 3/4" in width of double thickness. Each loop must have a non-woven interlining for added durability. All loops (except back center) must be sewn into the top and bottom of the waistband ("dropped" belt loops that are tacked to the outside of the pant all around waist shall be cause for rejection). The top of the belt loops (except back center) shall be sewn into the waistband curtain seam with a Rocap machine using a zigzag stitch. The bottom of the center back loop shall be tacked to the pant and the top of the loop tacked to the outside of the waistband to allow for easier waist alteration.(E3.3)
- E2.9 FLY: Pants shall have a brass metal zipper with memory lock brass slider secured by metal stopper at base. There shall be a French Fly tab closure on the inside of the right fly. The tab shall be double ply made of the basic pant fabric (tabs made of pocketing material or a "grown on" French Fly will be cause for rejection). The right fly shall be lined with the same material and color as the pocketing. The fly lining shall be sewn to the left fly continuing below the zipper into the crotch area in a neat and durable manner. A button shall be located on the left fly corresponding with the French Fly tab to provide a clean and comfortable closure. Topstitching of fly to be installed with automatic "J" stitch equipment eliminating puckering and providing a clean finish. There shall be a firm straight bartack at the bottom of the fly going through the zipper tape for maximum strength. Bartack shall line up with starting point of "J" stitch. (E3.4)
- E2.10 POCKETS: The two (2) front pockets shall be quarter top style with a minimum opening of 7" and a minimum depth of 5-3/4" measured from the bottom of the opening. Front pockets shall have firm straight bartacks at top and bottom of pocket openings. Pockets shall be constructed using the stitch, turn, and topstitch method. Front pocket facing and barrier to be made of the basic pant fabric. Facing shall be a minimum of 1" and barrier shall measure a minimum of 2" (measured to the inside edge of pocket lining).

The two (2) hip pockets shall have a minimum 5-3/8" wide (bartack to bartack) opening and a minimum depth of 5-3/4" measured from the bottom of the pocket opening. Hip pockets shall be constructed using the double welt method on an automatic welt machine. The welts shall be finished in such a manner that there is no topstitching (topstitched hip pockets shall be cause for rejection). The corners of the hip pocket openings shall have straight bartacks for reinforcement (use of triangular bartacks shall be cause for rejection). Hip pocket facing and barrier are to be made of basic pant fabric. Facing shall be a minimum of 3/4" and the barrier shall be a minimum of 1-1/2". The left hip pocket shall have a centered tab made of basic cloth inserted into the top welt with bartacks at the top and bottom of the tab to form an opening for a button. A button shall be located below the bottom welt corresponding in location with the tab, which shall be interlined with non-woven for added durability. There shall be a dart centered above each hip pocket to waistband. Dart shall be approximately 2-3/4" long tapered from 3/8" at waistband and shall be installed with automatic equipment for a clean non-puckered finish. (E3.5)

The watch pocket shall be located on the right front at the waistband. This pocket shall have a minimum opening of 2-5/8" and a minimum depth of 2-7/8". The front of the pocket shall be made of pocketing fabric and the back of the pocket shall be made of basic fabric and the two pieces are securely stitched together. Each corner of the pocket opening shall have firm straight bartacks.

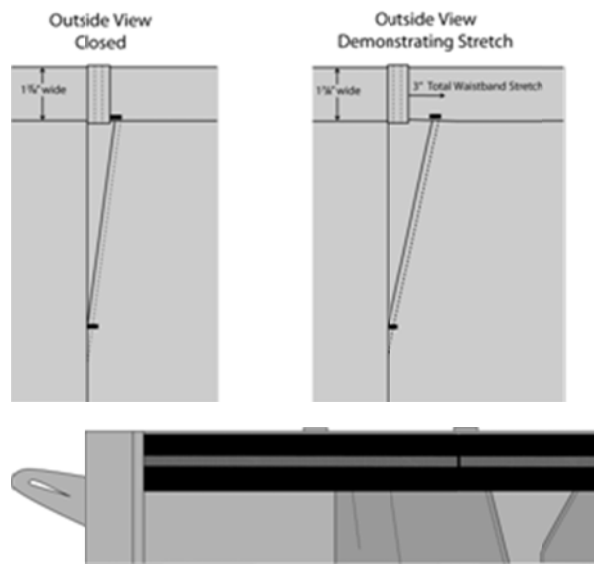
- E2.11 SEAT: Seat must be sewn with a Tandem Needle Machine (double-needle stitch) for maximum durability.
- E2.12 CREASES: The leg creases, front and back shall have a silicone bead put in by using the Lintrak process.
- E2.13 STITCHING, PRESSING & FINISHING: Pants must be stitched with matching thread. Pant must be neatly pressed on Hothead Presses and properly shaped. Outseams and inseams are edge surged on automatic equipment for uniformity of quality and shall be pressed open for a smooth pucker-free finish with repeated cleaning and pressing. Pant must be cleaned and finished to eliminate loose threads.
- E2.14 MEN'S STOCK SIZES: Pants must be available from stock in the following sizes:
- (a) SHORT RISE: 28 - 42 (EVEN ONLY)
 - (b) REGULAR RISE: 28 - 60 (EVEN ONLY OVER 38)
 - (c) LONG RISE: 32 - 48 (EVEN ONLY)
- E2.15 WOMEN'S STOCK SIZES: Pants must be available from stock in the following sizes:
- (a) SHORT RISE: 4 - 14 (EVEN ONLY)
 - (b) REGULAR RISE: 2 - 26 (EVEN ONLY)
- E2.16 LABELS: Pants must have a permanent label providing care instructions and small woven label indicating waist size. A removable paper ticket showing the size, fabric content, cut number, and WPL or RN number must be on the outside of the waistband. Ticket to be matchbook style installed with plastic staples for easy removal without damaging pant material and showing size when pants are stacked.

E3. PANT DRAWINGS

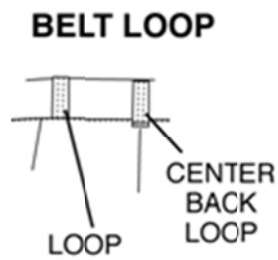
E3.1 Style:



E3.2 Waistband System:



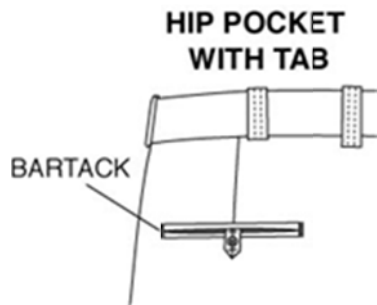
E3.3 Belt Loops:



E3.4 Fly:



E3.5 Hip Pocket Placement



E3.6 Cargo Pocket

