



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 725-2017

**SUPPLY AND DELIVERY OF BUS OPERATOR UNIFORM CARGO PANTS AND
SHORTS**

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	1
B6. Substitutes	2
B7. Bid Submission	3
B8. Bid	3
B9. Prices	4
B10. Disclosure	4
B11. Qualification	5
B12. Opening of Bids and Release of Information	6
B13. Irrevocable Bid	6
B14. Withdrawal of Bids	6
B15. Evaluation of Bids	7
B16. Award of Contract	7

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Unfair Labour Practices	1
D3. Scope of Work	1
D4. Cooperative Purchase	1
D5. Definitions	2
D6. Contract Administrator	2
D7. Ownership of Information, Confidentiality and Non Disclosure	2
D8. Notices	2

Submissions

D9. Authority to Carry on Business	3
------------------------------------	---

Schedule of Work

D10. Commencement	3
D11. Delivery	3
D12. Liquidated Damages	3
D13. Orders	4
D14. Records	4

Measurement and Payment

D15. Invoices	4
D16. Payment	5
D17. Purchasing Card	5

Warranty

D18. Warranty	5
---------------	---

PART E - SPECIFICATIONS

General

E1. Applicable Specifications	1
E2. Goods	1

E3. Material and Color	1
E4. Trim	1
E5. Design and Construction	1
E6. Standard Size Range	2
E7. Labelling and Care	2
Appendix A: Men's Pant Sizing Chart	3
Appendix B: Woman's Pants Sizing Chart	4
Appendix C: Men's Shorts Sizing Chart	5
Appendix D: Woman's Shorts Sizing Chart	6
Appendix E: Men's and Woman's Side Cargo Pant and Short Pocket	7

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF BUS OPERATOR UNIFORM CARGO PANTS AND SHORTS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 27, 2017.

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 D6.1.

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 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 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.

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 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. 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) C2C Uniforms

B11. QUALIFICATION

- B11.1 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.
- B11.2 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>
- B11.3 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);

Representative Sample

- B11.4 Further to C.9, the Bidder shall, within ten (10) Business Days of a request by the Contract Administrator, provide representative samples for inspection and approval of the goods offered as follows:
- (a) Men's cargo pants – size 36;
 - (b) Men's cargo shorts – size 36;
 - (c) Women's cargo pants– size 24;
 - (d) Women's cargo shorts – size 24.
- B11.5 The quality of the representative sample received from the Bidder must meet or exceed the Specification's stated in E3 through E7, and shall meet the size dimensions stated in Appendices A through E.
- B11.6 Failure to supply the sample(s) within the prescribed time interval stated in B11.4, and/or the sample(s) fail to meet the specifications stated in E3 through E7, and/or Appendices A through E, may result in a failure to demonstrate that he is responsible and qualified to perform the Work.
- B11.7 The Bidder shall be responsible for all freight costs associated with the delivery and return of samples.

B11.8 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.

B11.9 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.

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 Total 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 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. 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 B11 (pass/fail);
- (c) Total Bid Price; and
- (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.

B15.4.1 Further to B15.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

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 Supply and Delivery of Bus Operator Uniform Cargo Pants and Shorts for the period from December 1, 2017 until November 31, 2018, 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 ninety (90) 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 December 1st 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.

D4. COOPERATIVE PURCHASE

D4.1 The Contractor is advised that this is a cooperative purchase.

D4.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D4.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D4.4 If any location of the potential participant is more than ten (10) kilometers beyond the boundaries of The City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D4.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

- D4.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
 - (b) a participant may specify a duration of Contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with clause D4.4 and D4.5 will apply.
- D4.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D4.8 No participant shall have the right or authority to effect a change in the contract, or of any other Participant in this Contract.

D5. DEFINITIONS

- D5.1 When used in this Bid Opportunity:
- (a) "**Representative Samples**" means that the sample submitted will be exactly what will be provided for the duration of the Contract and must meet specifications.

D6. CONTRACT ADMINISTRATOR

- D6.1 The Contract Administrator is:
Ron Martin, SCMP.
Inventory Coordinator- Transit Stores
Telephone No.: 204- 986-6864
Email Address: RonMartin@winnipeg.ca

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D7.1 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.
- D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D7.3 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.
- D7.4 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

D8. NOTICES

- D8.1 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

D8.2 Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B7.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 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

D10. COMMENCEMENT

D10.1 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.

D10.2 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 D9;
 - (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.

D11. DELIVERY

D11.1 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.

D11.1.1 Goods shall be delivered within forty-five (45) Calendar day(s) of the placing of an order, unless otherwise allowed by the User at the time of ordering.

D11.2 Initial start-up delivery shall be sixty (60) Calendar days from the date of award.

D11.3 After the initial start-up delivery stated in D11.2, Goods shall be delivered in accordance with D11.1.1.

D11.4 Goods shall be delivered between 7:30 a.m. and 2:00 p.m. on Business Days.

D11.5 The Contractor shall off-load goods as directed at the delivery location.

D12. LIQUIDATED DAMAGES

D12.1 If the Contractor fails to achieve delivery of the goods within the time specified in D11. Delivery the Contractor shall pay the City seventy-three dollars (\$73.00) per Working Day for each and every bus operator per Working Day due to clothing shortage until the goods have been delivered.

D12.2 The amount specified for liquidated damages in D12.1 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.

D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D13. ORDERS

D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D13.2 The City of Winnipeg anticipates that there will be a minimum order quantity of twenty-five (25) units of clothing per order placed.

D14. RECORDS

D14.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D14.2 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.

D14.3 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

D15. INVOICES

D15.1 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

D15.2 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.

D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D15.4 **Bid Submissions must not be submitted to the above facsimile numbers. Bids must be submitted in accordance with B7.**

D16. PAYMENT

D16.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D16.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D17. PURCHASING CARD

D17.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.

D17.2 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

D18. WARRANTY

D18.1 Warranty is as stated in C11.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E2. GOODS

- E2.1 The Contractor shall Supply and Deliver Bus Operator Cargo Pants and Shorts in accordance with the requirements hereinafter specified.

E3. MATERIAL AND COLOR

- E3.1 Men's & Woman's side pocket (cargo) pants & shorts shall be:
- (a) Color: dark navy blue matching Pantone #19-4015, or approved equivalent;
 - (b) 75% polyester, 25% wool, serge;
 - (c) 2 X 2 twill;
 - (d) 7 oz per square yard;
 - (e) Count (W/F) 75 x 65 per inch;
 - (f) Tensile (W/F) average 59.6/57.9 Kg;
 - (g) Piling 3-4;
 - (h) Shrinkage (W/F) – 3% max.

E4. TRIM

- E4.1 Trim shall be:
- (a) Pocketing: 70/30 polyester/cotton twill, not less than 2.9 oz. sq. yd. Color to match shell;
 - (b) Interlining: polyester non-woven, not less than 2.5 oz. sq. yd. Color to match shell;
 - (c) Binding: polyester/cotton bias cut. Color to match shell;
 - (d) Inside waistband: Stretch material 2.5 inches wide; 75% polyester, 18% spandex, 7% nylon blend; with double strip of silicone shirt grip;
 - (e) Stretch edge control;
 - (f) Fly zipper: YKK metal, size #5;
 - (g) Side Pocket Zipper: YKK metal, size #5;
 - (h) Hook and eyes: nickel-plated;
 - (i) Buttons: melamine, 22 ligne, matching shell fabric.

E5. DESIGN AND CONSTRUCTION

- E5.1 Design and Construction shall be:
- (a) Front quarter pockets, with pockets slanting 1 ¼" from the top waistband to the bottom of the side seam;
 - (b) Double section-side pockets, and inverted double cord hip pockets with button tabs;
 - (c) All pocket secured with triple bar tacks;
 - (d) Stretch outer waistband 2 inches wide, with fly tab;

- (e) Interlined wide belt loops, 7 - 1 inch x 2.5 inch, inserted in bottom of waistband and tacked at top, all of equal length;
- (f) Double hook and eye closure;
- (g) Quarter linings in front quarters;
- (h) Outlets in waistband (back) and thigh inseam;
- (i) Tandem needle seat seam;
- (j) Seat, inseam, and out seams pressed open;
- (k) 10-12 stitches per inch (all seams);
- (l) Permanent silicone adhesive creases front and back;
- (m) Loose threads shall be trimmed and pants/shorts must be pressed completely and properly with the seat seam, inseam and out seam pressed open;
- (n) Pants shall be un-hemmed. Shorts shall be hemmed, with the lower edge serged and blind stitched with 2 inch hem allowance. Side leg length 21-22 inches for regular sizes (refer to sizing charts).

E6. STANDARD SIZE RANGE

E6.1 Standard Size Range shall be:

- (a) Men's Regular Length Pants: even waist sizes 28 – 54. Garments shall be produced in accordance with sizing chart, Appendix A;
- (b) Women's Regular Length Pants: even dress sizes 8 – 30. Garments shall be produced in accordance with sizing chart, Appendix B;
- (c) Men's Shorts: even waist sizes 28 – 54. Garments shall be produced in accordance with sizing chart, Appendix C;
- (d) Women's Shorts: even dress sizes 8 – 30. Garments shall be produced in accordance with sizing chart, Appendix D;
- (e) Men's and Woman's Pant & Short Side Pocket: Pocket shall be constructed in accordance to the illustrations and instructions on Appendix E.
- (f) Contractor must be able to accommodate special sizes.

E7. LABELLING AND CARE

E7.1 Garments shall be permanent labelled with the manufacturer, date of manufacture, size and fibre content.

E7.2 All components of finished garments must be machine washable, dryable and dry-cleanable. Care instructions shall be permanently labelled.

APPENDIX A: MEN'S PANT SIZING CHART

Size Specification (inch)	28	30	32	34	36	38	40	42	44	46	tolerance	
											plus or minus	
1 Waist	29	31	33	35	37	39	41	43	45	47	1	
2a Seat	3" below waist	33	35	37	39	41	43	45	47	49	51	1
2b Seat	5" below waist	36	38	40	42	44	46	48	50	52	54	1
2c Seat	8" below waist	38	40	42	44	46	48	50	52	54	56	1
3 Thigh	at crotch	26	27	28	29	30	31	32	33	34	35	1/2
4 Knee	16" down inseam	20 1/2	21	21 1/2	22	22 1/2	23	23 1/2	24	24 3/4	25 1/2	1/2
5 Bottom		18 1/4	18 1/2	18 3/4	19	19 1/4	19 1/2	19 3/4	20	20 1/4	20 1/2	1/2
6a Inseam		37	37	37	37	37	37	37	37	37	37	3/4
6b outseam		44 1/4	44 1/2	44 3/4	45	45 1/4	45 1/2	45 3/4	46	46 1/4	46 1/2	1/2
7 Front rise	excl. waistband	9	9 1/4	9 1/2	9 3/4	10	10 1/4	10 1/2	10 3/4	11	11 1/4	1/4
8 Back rise	excl. waistband	15 1/4	15 1/2	15 3/4	16	16 1/4	16 1/2	16 3/4	17	17 1/4	17 1/2	1/4
belt loops	2 1/2" usable											

Size Specification (inch)	48	50	52	54	tolerance	
					plus or minus	
1 Waist	49	51	53	55	1	
2a Seat	3" below waist	53	55	57	59	1
2b Seat	5" below waist	56	58	60	62	1
2c Seat	8" below waist	58	60	62	64	1
3 Thigh	at crotch	36	37	38	39	1/2
4 Knee	16" down inseam	26 1/4	27	27 3/4	28 1/2	1/2
5 Bottom		20 3/4	21	21 1/4	21 1/2	1/2
6a Inseam		37	37	37	37	3/4
6b outseam		46 3/4	47	47 1/4	47 1/2	1/2
7 Front rise	excl. waistband	11 1/2	11 3/4	12	12 1/4	1/4
8 Back rise	excl. waistband	17 3/4	18	18 1/4	18 1/2	1/4
belt loops	2 1/2" usable					

knee grade:

this is an average grade, it generally is about 5/8" per size so as to keep the inseam and out seam smooth

hem grade

1/4" grade per size is generally used here so as to keep the silhouette similar

APPENDIX B: WOMAN'S PANTS SIZING CHART

Size Specification (inch)	8	10	12	14	16	18	20	22	24	26	28	30
1 Waist	28 1/2	30	31 1/2	33	34 1/2	36	38	40	42	44	46	48
2 Seat 7" below waist	39	40 1/2	42	43 1/2	45	46 1/2	48 1/2	50 1/2	52 1/2	54 1/2	56 1/2	58 1/2
3 Thigh	25 3/4	26 1/2	27 1/4	28	28 3/4	29 3/4	30 3/4	31 3/4	32 3/4	33 3/4	35	36 1/4
4 Knee 1/2 inseam	18 3/4	19 1/4	19 3/4	20 1/4	20 3/4	21 1/4	21 3/4	22 1/4	22 1/4	22 1/4	22 1/4	22 1/4
5 Bottom	17	17 1/2	18	18 1/2	19	19 1/2	20	20 1/2	20 1/2	20 1/2	20 1/2	20 1/2
6 Inseam	35 1/2	35 1/2	35 1/2	35 1/2	35 1/2	35 1/2	35 1/2	35 1/2	35 1/2	35 1/2	35 1/2	35 1/2
7 Outseam no band	44 3/4	45	45 1/4	45 1/2	45 3/4	46	46 1/4	46 1/2	46 3/4	47	47 1/4	47 1/2
8 Front rise including band	11 1/2	11 3/4	12	12 1/4	12 1/2	12 3/4	13	13 1/4	13 1/2	13 3/4	14	14 1/4
9 Back rise including band	16 3/4	17	17 1/4	17 1/2	17 3/4	18	18 1/4	18 1/2	18 3/4	19 1/8	19 1/2	19 7/8

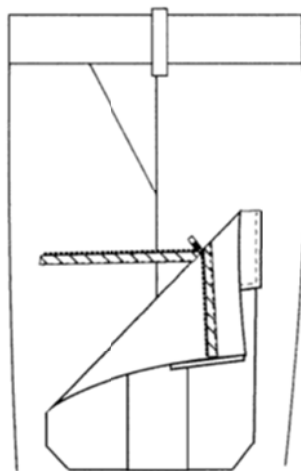
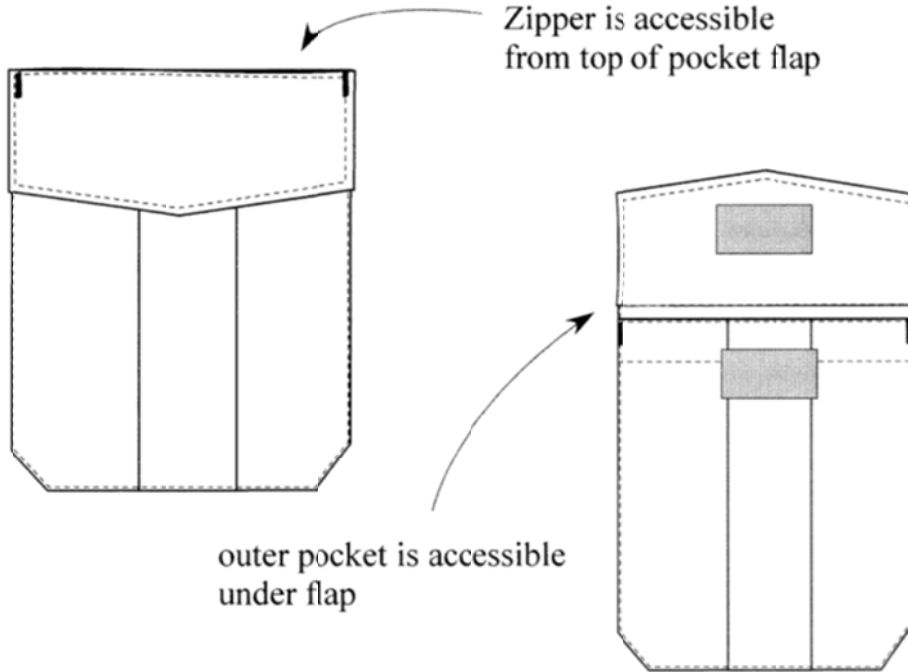
APPENDIX C: MEN'S SHORTS SIZING CHART

Size Specification (inch)		28	30	32	34	36	38	40	42	44	46	tolerance
												plus or minus
1	Waist	29	31	33	35	37	39	41	43	45	47	1
2a	Seat 3" below waist	33	35	37	39	41	43	45	47	49	51	1
2b	Seat 5" below waist	36	38	40	42	44	46	48	50	52	54	1
2c	Seat 8" below waist	38	40	42	44	46	48	50	52	54	56	1
3	Thigh at crotch	26	27	28	29	30	31	32	33	34	35	1/2
4	hem	21 1/4	21 3/4	22 1/4	22 3/4	23 1/4	23 3/4	24 1/4	24 3/4	25 1/2	26 1/4	1/2
6a	Inseam	12	12	12	12	12	12	12	12	12	12	3/4
6b	outseam excluding wb	20	20 1/4	20 1/2	20 3/4	21	21 1/4	21 1/2	21 3/4	22	22 1/4	1/2
7	Front rise excl. waistband	9	9 1/4	9 1/2	9 3/4	10	10 1/4	10 1/2	10 3/4	11	11 1/4	1/4
8	Back rise excl. waistband	15 1/4	15 1/2	15 3/4	16	16 1/4	16 1/2	16 3/4	17	17 1/4	17 1/2	1/4
	belt loops 2 1/2" usable											
Size Specification (inch)		48	50	52	54	tolerance						
												plus or minus
1	Waist	49	51	53	55	1						
2a	Seat 3" below waist	53	55	57	59	1						
2b	Seat 5" below waist	56	58	60	62	1						
2c	Seat 8" below waist	58	60	62	64	1						
3	Thigh at crotch	36	37	38	39	1/2						
4	hem	27	27 3/4	28 1/2	29 1/4	1/2						
6a	Inseam	12	12	12	12	3/4						
6b	outseam excluding wb	22 1/2	22 3/4	23	23 1/4	1/2						
7	Front rise excl. waistband	11 1/2	11 3/4	12	12 1/4	1/4						
8	Back rise excl. waistband	17 3/4	18	18 1/4	18 1/2	1/4						
	belt loops 2 1/2" usable											

APPENDIX D: WOMAN'S SHORTS SIZING CHART

Size Specification (inch)	8	10	12	14	16	18	20	22	24	26	28	30
1 Waist	28 1/2	30	31 1/2	33	34 1/2	36	38	40	42	44	46	48
2 Seat 7" below waist	39	40 1/2	42	43 1/2	45	46 1/2	48 1/2	50 1/2	52 1/2	54 1/2	56 1/2	58 1/2
3 Thigh	25 3/4	26 1/2	27 1/4	28	28 3/4	29 3/4	30 3/4	31 3/4	32 3/4	33 3/4	35	36 1/4
5 Bottom/knee	20	20 1/2	21	21 1/2	22 1/8	22 3/4	23 3/8	24	24 5/8	25 1/4	25 7/8	26 1/2
6 inseam	12	12	12	12	12	12	12	12	12	12	12	12
7 outseam no band	21	21 1/4	21 1/2	21 3/4	22	22 1/4	22 1/2	22 3/4	23	23 1/4	23 1/2	23 3/4
8 Front rise including band	11 1/2	11 3/4	12	12 1/4	12 1/2	12 3/4	13	13 1/4	13 1/2	13 3/4	14	14 1/4
9 back rise including band	16 3/4	17	17 1/4	17 1/2	17 3/4	18	18 1/4	18 1/2	18 3/4	19 1/8	19 1/2	19 7/8

APPENDIX E: MEN'S AND WOMAN'S SIDE CARGO PANT AND SHORT POCKET



Top of the zipper tape is stitched to the back side of the under pocket patch. The lower edge of the zipper is set to the side pant before closing the patch pocket. The pocket zipper finishes about 1" from the top edge of the flap.