

THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 938-2017
SUPPLY AND DELIVERY OF UNIFORM JACKETS AND TROUSERS

TABLE OF CONTENTS

PART A - BID SUBMISSION	
Form A: Bid Form B: Prices	1 3
PART B - BIDDING PROCEDURES	
B1. Contract Title B2. Submission Deadline B3. Enquiries B4. Confidentiality B5. Addenda B6. Substitutes B7. Bid Submission B8. Bid B9. Prices B10. Disclosure B11. Qualification B12. Opening of Bids and Release of Information B13. Irrevocable Bid B14. Withdrawal of Bids B15. Evaluation of Bids B16. Award of Contract	1 1 1 1 1 2 3 3 4 4 5 5 6 6 6 7
PART C - GENERAL CONDITIONS	
C0. General Conditions	1
PART D - SUPPLEMENTAL CONDITIONS	
General D1. General Conditions D2. Unfair Labour Practices D3. Scope of Work D4. Cooperative Purchase D5. Definitions D6. Contract Administrator D7. Ownership of Information, Confidentiality and Non Disclosure D8. Notices	1 1 1 1 2 2 2 3
Submissions D9. Authority to Carry on Business	3
Schedule of Work D10. Commencement D11. Custom Made To Measure and Alterations D12. Viewing of Reprentative Sample(s) D13. Delivery D14. Orders D15. Records	3 3 3 4 4 4
Measurement and Payment D16. Invoices D17. Payment	4 5
Warranty D18. Warranty	5
PART E - SPECIFICATIONS	
General E1. Applicable Specifications E2. Goods	1

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF UNIFORM JACKETS AND TROUSERS

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 19, 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 Substitutes 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; and
 - (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:
- 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) D. Marks Uniform Ltd.

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.
- (d) Be a Canadian Vendor, having a place of business in Canada where the Bidder conducts activities on a permanent basis and that is clearly identified by name and is accessible during normal working hours.
- 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).
- B11.4 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.
- B11.5 The Bidder shall submit, within (15) Business days of a request by the Contract Administrator, provide a representative sample of Goods offered.
- B11.6 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.

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 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), their address(es) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt
- 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.
- B15.5 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

CO. 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 uniform jacket(s) and trousers for the period from February 1, 2018 until January 31, 2020, with the option of three (3) 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.
- D2.1.2 Changes resulting from such negotiations shall become effective on February 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 City of Winnipeg advises that most orders will be individual "one (1) of" orders.
- D3.3 The Work shall be done on an "as required" basis during the term of the Contract.
- D3.3.1 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.
- D3.3.2 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 the samples 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:

Diane S. Kowaliuk, SCMP Stores Supervisor 2546 McPhillips Street Winnipeg, Manitoba R3P 2T2

Telephone No.: 204-986-5255

Email Address: dkowaliuk@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.

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.
 - (b) The Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. CUSTOM MADE TO MEASURE AND ALTERATIONS

- D11.1 Custom made to measure clothing must be manufactured to fit the individual body type the product is supplied for.
- D11.2 Measurements will be taken at the Contractor's expense.
- D11.3 Measuring shall be done at the Contractor's Winnipeg location or Sub-contractors location and must be promptly and properly executed by the Contractor, at no extra cost to the City of Winnipeg.
- D11.4 Finished uniform jacket and trouser(s) will be shipped to City of Winnipeg Fire Paramedic Service, Stores Division 2546 McPhillips, however the City has three months from receiving the goods to request alterations if the garments are not fitted correctly at the expense of the Contractor.

D12. VIEWING OF REPRENTATIVE SAMPLE(S)

- D12.1 City samples of the goods to be supplied are available for viewing at the City of Winnipeg, Fire Paramedic Service, 2546 McPhillips Street (South Side of Building Stores Receiving Entrance Door M1) Winnipeg, Manitoba R3P 2T2
 - (a) Viewing hours are between 7:30 a.m. to 3:30 p.m. Monday to Friday. Contact the Contract Administrator to schedule an appointment at 204-986-5255.
 - (b) Goods supplied shall meet or exceed the quality of the current City samples.

D13. DELIVERY

- D13.1 All items required on this Contract will be measured at the Contractor's Winnipeg location or Sub-contractors location in Winnipeg on an "as required" basis.
- D13.1.1 Contractor will notify the Winnipeg Fire Paramedic Service when they receive from the subcontractors measurements of the employee and we will provide a purchase order for the garments.
- D13.2 Manufacturer will deliver the finished uniform to Winnipeg Fire Paramedic Service within one hundred and twenty (120) Business Days of receiving the purchase order, unless otherwise allowed by the User at the time of ordering.
- D13.3 The employee will have ninety (90) days from receiving the goods to request alterations if the garments are not fitted correctly at the expense of the Contractor.
- D13.4 Goods shall be delivered between 7:30 a.m. and 3:30 p.m. on Business Days.

D14. ORDERS

D14.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D15. RECORDS

- D15.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D15.2 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.
- D15.3 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

D16. INVOICES

D16.1 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: <u>CityWpgAP@winnipeg.ca</u>

- D16.2 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.
- D16.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D16.4 Bid Submissions must not be submitted to the above facsimile numbers. Bids must be submitted in accordance with B7.

D17. PAYMENT

- D17.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D17.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

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 uniform jacket(s) and trouser(s), including alterations in accordance with the requirements hereinafter specified.
- E2.2 The Contractor shall:
 - (a) Stitch all garments with same thread colour of the garment.
 - (b) Have a system in place to matching garments to authorized Winnipeg Fire Paramedic Service alteration requisition slips for prevention of loss or misplacement of garments.
 - (c) Obtain the Fire Paramedic Service employee signature on the alteration requisition at the time of picking up garment(s). The Contractor shall attach the slips to the invoice.
- E2.3 Item No. 1 Uniform Jackets Paramedics shall be as follows:
 - (a) Material:
 - (i) Contents: 65% wool & 35 % Polyester
 - (ii) Colour: Navy Blue Fabric
 - (iii) Supplier: Hersh Rostex uniform fabric Style 5030/1 Woolrich Serge
 - (iv) Weight: Weight 390 g 400 g/m 12.5 13 oz/yd

Width 148 cm – 150 cm (58" – 60")

- (b) Style of Jacket:
 - (i) Coat back plain centre vent;
 - (ii) Coat style four button single breasted in line with flap:
 - i. Buttons will be provided by the Contractor and sewn on tunic;
 - ii. Style of buttons will be specified by the Winnipeg Fire Paramedic Service on the purchase order and/or alteration requisition slips.
 - (iii) Fully lined:
 - (iv) Notch lapel collar;
 - (v) Two inside lined pockets;
 - (vi) Shoulder crests will be provided by Winnipeg Fire Paramedic Service, they will be EMS or Winnipeg Fire Paramedic Service and the purchase order will identify which one to sew on the jacket;
 - (vii) Epaulettes round;
 - (viii) Eyelets for breast badge on the left chest area, badge holder left side 2" x ¾"; and
 - (ix) Sleeves are to be closed.
- (c) Trimmings:
 - (i) Lining: Full lined black Canadian Celanese 8423 or equal; Fused front Canada haircloth F. 53 or equal; and Chest piece Canada haircloth 534 and felt.
- (d) Pocketing:
 - (i) 50% cotton, 35% Polyester blend black;
 - (ii) Two (2) inside pockets 5 ½" wide;

- (iii) Upper pockets are to be three point flap round patch inverted pleat button snaps and/or no upper pockets; and
- (iv) Lower pockets are to be pipe and flap.
- (e) Thread:
 - (i) Polyester, colour to match shell.
- (f) Inside facing:
 - (i) Inside facing to have button curtain made from acetate twill.
- (g) Under Collar:
 - (i) Under collars to have mellon to match shell.
- (h) Shoulder pads:
 - (i) Hymo chest piece in front and across shoulders to carry small shoulder pads.

E2.3.1 Construction and Finishing of Jacket:

- (a) Cutting:
 - i. All components of each tunic shall be cut from the same piece of fabric.
- (b) Stitching:
 - All stitching shall be lock or lockchain stitch with not less than 10 or more than 12 stitches per inch. All seams shall be serged.
- (c) Buttonholes:
 - i. Buttonholes shall be gimp reinforced reece type with not less than 22 stitches per inch. Ends to be rounded and bar tacked; and
 - ii. Front of tunic 1 1/4" wide and 1/4" eyelet holes.
- (d) Buttons:
 - i. Winnipeg EMS gold or EMS silver with star of life to be supplied by Contractor.
- (e) Seams:
 - i. 3/8" minimum;
 - ii. Side seams to be 5/8"; and
 - iii. Sleeve seam to be 5/8".

E2.3.2 Finish Detailing of Jacket:

- (a) Edges:
 - i. 1/16" edge.
- (b) Silver Braid supplied by Contractor:
 - Silver braid 3/8" for paramedics to be sewn on the sleeves with ½
 circumference. Determination of how many rows of silver braid to apply per arm
 is by rank and this information will be on the purchase order and/or clothing
 authorization slip; and
 - Size of braid will be stipulated on the purchase order and/or clothing authorization slip.
- (c) Gold Braid for Senior Officers supplied by Contractor:
 - Gold 3/8" or ½" for officers will be sewn on the sleeves with ½ circumference; and
 - ii. The alteration slip or purchase order will specify how many rows of braid and width of braid that shall be applied per jacket.
- (d) Labels on garments to be sewn on inside right breast pocket including the following:
 - i. Manufacturer's name:
 - ii. Size;
 - iii. Fabric content;
 - iv. Manufacturers washing instructions;

- v. Date of Manufacture (month/year); and
- vi. Sufficient space for employee's name.

E2.4 Item No. 2 – Uniform Jackets Fire shall be as follows:

- (a) Material:
 - (i) Contents: 65% wool & 35 % Polyester
 - (ii) Colour: Navy Blue Fabric
 - (iii) Supplier: Hersh Rostex uniform fabric Style 5030/1 Woolrich Serge
 - (iv) Weight: Weight 390 g 400 g/m 12.5 13 oz/yd

Width 148 cm - 150 cm (58" - 60")

- (b) Style of Jacket:
 - (i) Coat style 5 x 5 double breasted;
 - i. Buttons to be supplied by Contractor;
 - ii. Fire department in wreath gold or silver sewn button side punch through buttonholed side.
 - (ii) Fully lined;
 - (iii) Peak lapels collar;
 - (iv) Coat back plain no vent;
 - (v) Two inside pockets;
 - (vi) Shoulder crests will be provided by the Winnipeg Fire Paramedic Service they will be Fire Department and the purchase order will identify which crests to sew on the jacket;
 - (vii) Tunic button attached;
 - (viii) Five rows of buttons style of buttons will be specified on the alteration requisition slips; and
 - (ix) Eyelets for breast badge on the left chest area, badge holder left side 2 x 3/4".
- (c) Trimmings:
 - (i) Lining: Full lined black Canadian Celanese 8423 or equal Fused front Canada haircloth F. 53 or equal

Chest piece - Canada haircloth 534 and felt

- (d) Pocketing:
 - (i) 50% cotton, 35% Polyester blend black;
 - (ii) Upper Pockets none;
 - (iii) Lower Pockets none; and
 - (iv) Two (2) inside pockets 5 1/2 " wide.
- (e) Thread:
 - (i) Polyester, colour to match shell.
- (f) Inside facing:
 - (i) Inside facing to have button curtain made from acetate twill.
- (g) Under collar:
 - (i) Under collars to have mellon to match shell.
- (h) Shoulder pads:
 - (i) Hymo chest piece in front and across shoulders to carry small shoulder pads.

E2.4.1 Construction and Finishing of Jacket:

- (a) Cutting:
 - i. All components of each tunic shall be cut from the same piece of fabric.
- (b) Stitching:

- i. All stitching shall be lock or lockchain stitch with not less than 10 or more than 12 stitches per inch. All seams shall be serged.
- (c) Buttonholes:
 - i. The buttonhole shall be gimp reinforced reece type with not less than 22 stitches per inch. Ends to be rounded and bar tacked; and
 - ii. Front of tunic 1 1/4" wide and 1/4" eyelet holes.
- (d) Seams:
 - i. 3/8" minimum:
 - ii. Side seams to be 5/8"; and
 - iii. Sleeve seam to be 5/8".

E2.4.2 Finish Detailing of Jacket:

- (a) Sleeves:
 - i. Closed with two buttons each side.
- (b) Gold Braid supplied by vendor:
 - Gold braid 3/8" or ½" for officers will be sewn on the sleeves with ½ circumference;
 - ii. The size of braid will be stipulated on the clothing authorization slip; and
 - iii. The alteration slip will specify how many rows of braid shall be applied per jacket.
- (c) Edges 1/4";
- (d) No Epaulettes;
- (e) Shoulder Crests will be Fire Department and it will be stipulated on the purchase order upon ordering and supplied by the Winnipeg Fire Paramedic Service;
- (f) Labels on garments to be sewn on inside right breast pocket including the following:
 - i. Manufacturer's name;
 - ii. Size;
 - iii. Fabric content;
 - iv. Manufacturers washing instructions;
 - v. Date of Manufacture (month/year); and
 - vi. Sufficient space for employee's name.

E2.5 Item No. 3 – Trousers shall be as follows:

- (a) Material:
 - (i) Contents: Cloth type 65% Wool & 35% polyester
 - (ii) Colour: Navy Blue Fabric
 - (iii) Supplier: Uniform Fabric Style 5030/1 Woolrich serge
 - (iv) Weight: Weight 390 g 400 g/m 12.5 13 oz/yd
 - Width 148 cm 150 cm (58" 60")
- (b) Standard Trouser:
 - (i) Style plain;
 - (ii) Unpleated;
 - (iii) Unlined pant with slash pockets;
 - (iv) Two rear double-jetted pockets with button and tab on left hip;
 - (v) Zipper fly front;
 - (vi) Waistband with 2" drop belt loops and hook and bar fastener; and
 - (vii) Pants are to be stock sized with finished bottom.

E2.5.1 Construction and Finishing of Trouser:

(a) Cutting:

i. All shell components of each pant shall be cut from the same piece of fabric and in the direction of the warp of the fabric.

(b) Stitching:

- i. All seams lockstitched except center back;
- ii. Outseam and inseam which will be chain-stitched; and
- iii. Not less than 10 or more than 12 stitches per inch.

(c) Serging:

- All seams shall be serged;
- ii. All exposed raw edges shall be serged with not less than 10 stitches per inch and using a three thread serger.

(d) Bartacks:

i. Bartacks shall be 3/8 inch in length and not less than 15 covered stitches

(e) Waistband:

- i. 50% Polyester/50% cotton;
- ii. Snugtex with ban roll;
- iii. 2" waistband; and
- iv. 7 belt loops with centre loop.

(f) Fly:

- i. 50% polyester/50% cotton;
- ii. Colour black;
- iii. French fly attached to facing.
- iv. Double stitched and barracked top and bottom; and
- v. Vertical angle under fly (wool upper cotton backing) with button hole to reinforce the waistband closure.

(g) Zipper:

i. Metal - YKK Automatic Lock.

(h) Hook and Eye:

i. YKK.

(i) Seams:

Polycore 50, colour to match shell.

(j) Seat Seam:

i. Couble stitched 50 Polycor.

(k) Back outlet:

- i. 1 1/2" each side: and
- ii. Top of seam to be backtacked.

(I) Pockets:

- i. 50% polyester/50% cotton;
- ii. Colour black
- iii. Two front slash 1/4 pockets;
- iv. Two back pockets with tab or button closure:
 - 1) Fire back pockets standard with button and tab both sides; and
 - 2) Paramedic back pocket standard with button and buttonhole both pockets.
- v. All pockets bartacked both ends; and
- vi. All pocket linings to be double stitched.
- (m) Buttons and Button Sewing:

- i. 2/22 Ligne;
- ii. Colour to match shell fabric;
- iii. 36/4 quality mercerized cotton, silk finish; and
- iv. Buttons shall be machine sewn with not less than L6 stitches per button.
- (n) Bottonholes:
 - i. Gimp reinforced:
 - 1) 8/3 Gimp, 003 cotton to match.
 - ii. Eyelet type with not less than 22 stitched per inch; and
 - iii. Ends to be fishtail and bartacked.
- (o) Bartacks:
 - i. 003 cotton, colour to match.
- (p) Pressing:
 - i. In accordance with good commercial practice.
- (viii) Labels on garments to be sewn to the snugtex waistband on the right hand side in the area between the side seam and the back pocket, the label is to including the following:
 - i. Manufacturer's name;
 - ii. Size;
 - iii. Fabric content;
 - iv. Manufacturers washing instructions;
 - v. Date of manufacture (month/year); and
 - vi. Sufficient space for employees name.