

THE CITY OF WINNIPEG

TENDER

TENDER NO. 665-2020

SUPPLY AND DELIVERY OF POLICE UNIFORM SHIRTS

Attention Bidders: Bids for this Tender are being accepted by mail, facsimile transmission or by email (See B7.4). No personal delivery or courier.

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF POLICE UNIFORM SHIRTS

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 23, 2020.
- 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 D5.1.
- B3.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

- B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
 - (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

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

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/bidopp.asp
- B5.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

B6. SUBSTITUTES

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

- B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
 - (a) Form A: Bid; 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, facsimile transmission, or by email.

B7.5 If the Bid Submission is submitted by mail, it shall be enclosed and sealed in an envelope clearly marked with the Tender number and the Bidder's name and address, and shall be mailed to:

The City of Winnipeg Corporate Finance Department Materials Management Division 185 King Street, Main Floor Winnipeg MB R3B 1J1

- B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Tender number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B7.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time or guarantee the successful receipt of a faxed Bid Submission.
- B7.7 If the Bid Submission is submitted by email, it shall be submitted to <u>purchasing@winnipeg.ca</u>
- B7.8 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.9 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

B8. BID

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 11 of Form A: Bid shall be signed in accordance with the following requirements:
 - (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B8.5 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.
- B9.1.2 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.
- 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) N/A

B11. CONFLICT OF INTEREST AND GOOD FAITH

- B11.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
 - (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;

that could or would be seen to:

- exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.
- B11.3 In connection with its Bid, each entity identified in B11.2 shall:
 - (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B11.4 Without limiting B11.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B11.5 Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
 - (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B12. QUALIFICATION

- B12.1 The Bidder shall:
 - (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
 - (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <u>https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf</u>
- B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
 - (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).
- B12.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B12.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bids will not be opened publicly.

- B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Price (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 <u>http://www.winnipeg.ca/matmgt</u>
- B13.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt
- B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B14. IRREVOCABLE BID

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 9 of Form A: Bid.

B15. WITHDRAWAL OF BIDS

- B15.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B15.1.1 Notwithstanding C20, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B15.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
 - (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.
- B15.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B16. EVALUATION OF BIDS

- B16.1 Award of the Contract shall be based on the following bid evaluation criteria:
 - (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B6.
- B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is qualified.
- B16.4 Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B16.4.1 Further to B16.1(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.
- B16.5 This Contract will be awarded as a whole.

B17. AWARD OF CONTRACT

- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:
 - (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B17.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B16.
- B17.4 Further to Paragraph 6 of Form A: Bid and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.4.1 The Contract Documents, as defined in C1.1(p), 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.

B17.5 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.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2020-01-31) 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 <u>http://www.winnipeg.ca/matmgt/gen_cond.stm</u>
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix "**C**" designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. 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 shirts for the period from date of award until May 31, 2022, 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 D2.1.2 Changes resulting from such negotiations shall become effective on June 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D3.1.3 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.
- 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) kilometres 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. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Ivan Somido Quartermaster Unit Winnipeg Police Service

Telephone No.:204- 986-6384Email Address:isomido@wininpeg.ca

D6. NOTICES

- D6.1 Except as provided for in C20.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D6.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D5.
- D6.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg Legal Services Department Attn: Director of Legal Services Facsimile No.: 204 947-9155.

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 C6.17;
 - (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) Business Days of the placing of an order.
- 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 8:30 a.m. and 3:30 p.m. on Business Days.
- D9.4 The Contractor shall off-load goods as directed at the delivery location.

D10. COVID-19 SCHEDULE DELAYS

- D10.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D10.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D10.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D10.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D10.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D10.5 The Work schedule, including the durations identified in D9 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.

D10.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D11. ORDERS

D11.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D12. RECORDS

- D12.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D12.2 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.
- D12.3 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

D13. INVOICES

D13.1 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 Send Invoices to <u>CityWpgAP-INVOICES@winnipeg.ca</u> Send Invoice Inquiries to <u>CityWpgAP-INQUIRIES@winnipeg.ca</u>

- D13.2 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.
- D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D13.4 Bid Submissions must not be submitted to the above facsimile numbers. Bids must be submitted in accordance with B7.

D14. PAYMENT

D14.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D14.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D15. PURCHASING CARD

- D15.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.
- D15.2 The Contractor's credit card website/gateway shall have appropriate current Payment Card Industry Data Security standards (PCI DSS) certification, (<u>https://www.pcisecuritystandards.org/index.shtml</u>). 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

D16. WARRANTY

D16.1 Warranty is as stated in C11.

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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:

Specification No.	Specification Title
CAN/CGSB-54.1-2010	Parts 1 and 2 – Stitches and Seams
CAN/CGSB-4.131-93	Cotton-Covered or Polyester-Covered Polyester Thread
Drawing No.	Drawing Name/Title
E12.1	Men's Shirts
E12.2	Women's Shirts
E12.3	Shirt Pockets
<u>Chart No.</u>	Chart Name/Title
E13.1	Male Pattern
E13.2	Female Pattern

- E1.3 Dark Blue Colour Specification
 - (a) Items No.1 thru 4 shall be as follows:
 - (b) The Winnipeg Police Service is looking for a Dark Blue often referred to as "Midnight Blue" or "LAPD Blue". Minimums and Maximums as follows:
 - (c) The following values refer to observances at Illuminant D65/10° (daylight)

Tristimulus Value	Х	Y	Z
	2.24	2.33	2.82

1976 CIE L*a*b*	L	а	b
	17.14	0.53	-23

- (d) Acceptable colour variance shall be no greater than 1.30 Delta E of colour specified in E1.3 (c) at Illuminant D65/10°.
- E1.4 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 shirts in accordance with the requirements hereinafter specified.

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E3. STITCHING

- E3.1 Stitches and Seams shall comply with the Canadian General Standards Board Standards for Stitches, Seams, and Thread as described in the abovementioned Specification E1.2.
- E3.2 There shall be not less than four (4) nor more than five (5) stitches per centimetre.
- E3.3 All seams must be finished in accordance with the best commercial practice. All stress points must be reinforced with additional tacking as required by the best commercial practice, be of uniform construction and quality, and be free of any defects. All exposed fabric edges must be surged (or equivalent) to prevent fraying.

E4. QUALITY

- E4.1 The quality of workmanship of all garments supplied under this Contract must be equal to or better than, those currently used by the Winnipeg Police Service.
- E4.2 Bidders may view samples of garments currently in use by contracting the Contract Administrator.

E5. MATERIALS

- E5.1 FABRIC:
 - (a) Shall be 65% Polyester, 35% Cotton, 4.7 oz/yd². The fabric shall be permanent pressed and sanforized, with residual shrinkage of 1%;
 - (b) Shall meet or exceed the minimum requirements as detailed below (refer to E11);
 - (c) Colour shall be Police Midnight Blue as specified in Section E1.3 The Winnipeg Police Service will provide swatches upon request; and
 - (d) The Contractor shall provide a sample of the fabric to be used for any given order upon request. The fabric sample shall require approval by the Contract Administrator that it is acceptable prior to the filling of the order. In the event that the sample is not approved by the Contract Administrator, the Contractor shall not proceed with the order until an approved sample is received and accepted.
- E5.2 COLLAR AND CUFF FUSING:
 - (a) Collar and cuff fusing shall be 100% Cotton pre-shrunk, 4.4 oz/yd²;
 - (b) Coating shall be a high-density polyethylene; and
 - (c) The colour shall be black for the cuffs.
- E5.3 COLLAR BAND AND SHOULDER STRAP FUSING:
 - (a) Collar band and shoulder strap fusing shall be 100% Cotton, 1.9 oz/yd²;
 - (b) Coating shall be P.V.A.;
 - (c) Colour shall be black; and
 - (d) All fused interlinings must resist 50 washes. The fusing should be applied according to the supplier recommendation.
- E5.4 PLACKET INTERLINING
 - (a) Front placket interlining shall be 100% Polyester woven, 3.6 oz/yd²; and
 - (b) Colour shall be black.
- E5.5 COLLAR STAY
 - (a) Collar stay shall be boomerang shape, plastic type, and thickness of 0.010 of an inch.
- E5.6 BUTTONS
 - (a) Buttons must be four-hole style melamine, 20 lines, and must match the colour of the fabric, (black buttons are acceptable). Buttons must be of a design and quality level, which ensures that they will perform their function and maintain their appearance for the life of the garment to which they are attached;

- (b) Buttons must be sewn onto the garment with not less than 16 stitches per button and the thread must be locked after the stitching is complete; and
- (c) Buttonholes must be positioned opposite the buttons and three quarter $(\frac{3}{4})$ inch from the edge of the garment.

E5.7 THREAD

- (a) Thread must be matched accordingly to colour, and construction to the materials used in manufacturing the garments; and
- (b) Polyester cotton covered (Type 2, pursuant to CAN/CGSB 4.131.93 specification).

E6. GARMENT CONSTRUCTION

E6.1 FRONT

- (a) Front placket must be one and one half (1½) inch wide and topstitched one quarter (¼) inch extending from collar band to bottom of garment. The garment shall have one (1) vertical pin tuck (sewing pleat), on the left front and one (1), on the right front. Pin tuck shall be lined up on the front with the centre of the pocket. The front placket is on the left side for men's shirt, and on the right side for the women's shirt. The women's shirt shall have two (2) bust darts.
- E6.2 BACK:

The garment shall have two (2) verticals pins tucks (sewing pleats) on the back.

- E6.3 COLLAR:
 - (a) The collar height is two and seven eighth (2 ⁷/₈) inch approx. and top stitched three sixteenth (3/16) inch from the edge. The collar shall have two (2) plies of fused interlinings. Permanent Boomerang collar stays of two and one half (2¹/₂) inch length, are to be held by top stitches of collar. To be die cut, the collar band is to measure one and three eighth (1 ³/₈) inch. Each piece of the collar band shall be reinforced with a ply of interlining. The stand must fasten with one button. The collar must not pull away or come apart from the garment. The garment must be a durable garment and have adequate fabric for the seam to attach to the yoke.
- E6.4 YOKE:
 - (a) Two (2) plies yoke, centre back height, approximately three (3) inch for men's shirt and three and five eighth (3 ⁵/₈) inch for women's shirt, topstitched one sixteenth (1/16) inch.

E6.5 SLEEVES:

- (a) One piece sleeve with two and one half (2½) inch cuff and buttoned placket sleeve, one (1) inch wide by five (5) inch long for men's shirt. Women's shirt shall have two and one quarter (2 ¼) inch cuff and buttoned placket sleeve, one (1) inch wide by four and one half (4½) inch long. Cuffs shall be adjustable with two (2) buttons and one (1) buttonhole and be topstitched one eighth (1/8) inch on the edge.
- (b) Short sleeve shall measure nine and one half (9½) inch from the shoulder seam for the men's shirt, and eight and five eighth (8 %) inch for women's shirt. The short sleeves are to be finished with a one and one quarter (1 ¼) inch cuff and be topstitched one quarter (¼) inch. The bottom of the end of the short sleeve shall be secured with a bartack stitch.

E6.6 POCKETS:

- (a) Shirts shall have two pleated pockets five and five eighth (5 ⁵/₈) inch wide and six and one half (6¹/₂) inch long for men's shirt and five and three eighth (5 3/8) inch wide and five and three quarter (5 ³/₄) inch long for women's shirt. The pockets must have mitred corners and one and one half (1¹/₂) inch box pleat stitched top and bottom to prevent spreading. The left pocket (as worn) to have a pencil slot one and three eight (1³/₈) inch wide sewn to the body of the shirt along its outside edge only. Black velcro half (¹/₂) inch wide and one (1) inch long to be placed on each pocket to secure velcro placed on each flap.
- E6.7 POCKET FLAPS:
 - (a) To be die cut, creased and scalloped, finishing five and one half (5½) inch in width, two and three quarter (2¾) inch in length at the centre and two and one half (2½) inch at each side. Flaps to be placed five eighth (5%) inch above the top of each pocket and have one centred vertical non-functional buttonhole with button. The left flap to have a pencil opening one and three quarter (1 ¾) inch in width. Black velcro half (½) inch wide and one (1) inch long to be placed on each pocket to secure velcro placed on each flap.

E6.8 SHOULDER STRAPS:

(a) To be sewn into sleeve head seam and measure approximately two (2) inch wide tapering to one and five eighth (1%) inch wide with end pointed. Button must be a melamine button dyed to match the fabric colour, 20 lines. Shoulder straps are to be die cut, creased and lined with black interlining. The epaulettes pointed end must fasten by means of a functional buttonhole and a button to set, one and three eighth (1%) inch from the neck line.

E6.9 CRESTS:

- (a) Crests to be affixed as per drawing attached, half (½) inch lower than sleeve seam, centred with the centre of the shoulder.
- E6.1.1 Crests shall be provided by The Winnipeg Police Service and applied by the Contractor.

E6.10 FINISHING:

(a) All loose threads must be removed. The seams must all be sewn straight and professionally. When seams have been removed, all the threads are to be removed completely and no holes in the shirts as a result of that process. The pockets must be sewn on straight with the utmost care and attention to detail.

E7. PACKAGING AND LABELLING OF CONTAINERS

- E7.1 Shirts shall by folded WITHOUT PINS and packaged individually in cellophane/plastic or equivalent), in accordance with good commercial practice.
- E7.2 All shirts must be individually labelled with size on the inside of the shirt at the back of the neck and on the package.

E8. CONTAINERS

- E8.1 There shall be only one (1) size, style and colour of shirt per carton.
- E8.2 The carton shall contain twenty-four (24) individual shirts.
- E8.3 Each carton shall have clearly identified the style, size, colour and quantity of shirts held within.

E9. SIZES

E9.1 Shirts shall be available in all standard sizes as specified In Appendix A – Sizing charts.

E10. INSPECTION AND ACCEPTANCE

E10.1 Final inspection (by sample) and acceptance shall be made at final delivery. All materials and workmanship shall be subject to inspection at any time. The City reserves the right to reject garments, which are, in the opinion of the Contract Administrator, to be incomplete, or contain defective materials and/or workmanship. Rejected garments shall be returned to the Contractor at his expense immediately after notification of rejection.

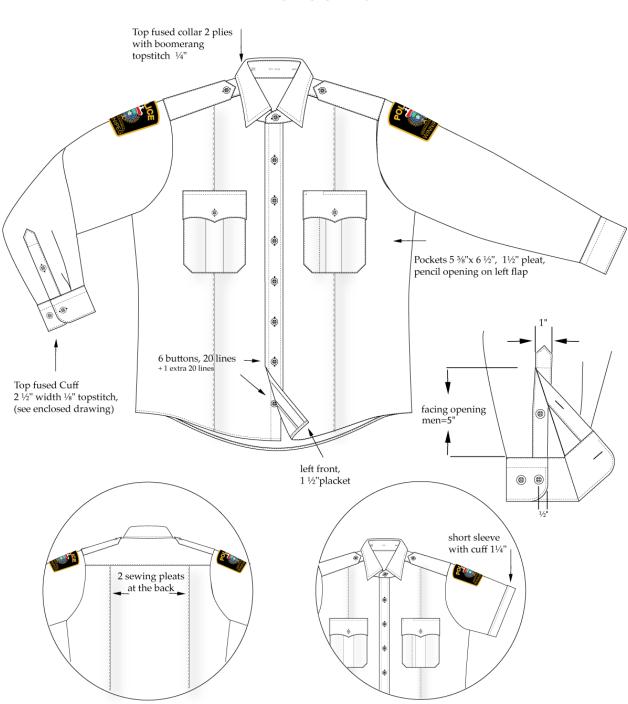
E11. FABRIC SPECIFICATIONS

	CAN/CGSB	REQUIREMENT	MIN. ACC.
WEIGHT	No 5.1-M	4.7 oz/yd ²	4.6 oz/yd ²
FIBER CONTENT	No 14.3-M	65% poly.35%cotton	± 2%
YARN COUNT	No 5.2-M	26 x 26	26 x 26
THREADS COUNT (inch)	No 6-M	110 X 62	± 2%
COLOR FASTNESS to perspiration	No 23-M	Change 4 Stain 4	4
COLOR FASTNESS to washing	No 19.1-M test 2	Change 4 Stain 4	4
COLOR FASTNESS to light	No 18.3-M	4	4
DIMENSIONAL STABILITY to washing	No 24.1-M	W 1.6% F 0.2%	2% max.

PILING RESISTANCE to light	No 51.2 -M	4	4
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E12. DRAWINGS

E12.1 Men's Shirts



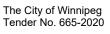
Men's shirt

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E12.2 Women's Shirts

Top fused collar 2 plies with boomerang topstitch ¼" ۲ ۲ ۲ ۲ ۲ Ġ ۲ Pockets 5 3/8"x 5 3/4", 11/2" pleat, pencil opening on left flap Bust darts ۲ ۲ 6 buttons, 20 lines ,+ 1 extra 20 lines ۲ Top fused Cuff 2 ¼" width ¼" topstitch, (see enclosed drawing) facing opening men= 4½" 8 left front, / 1 ½"placket ۲ ۲ short sleeve 21 with cuff 11/4" 1cm 2 sewing pleats at the back ۲ ê ۲ ġ,

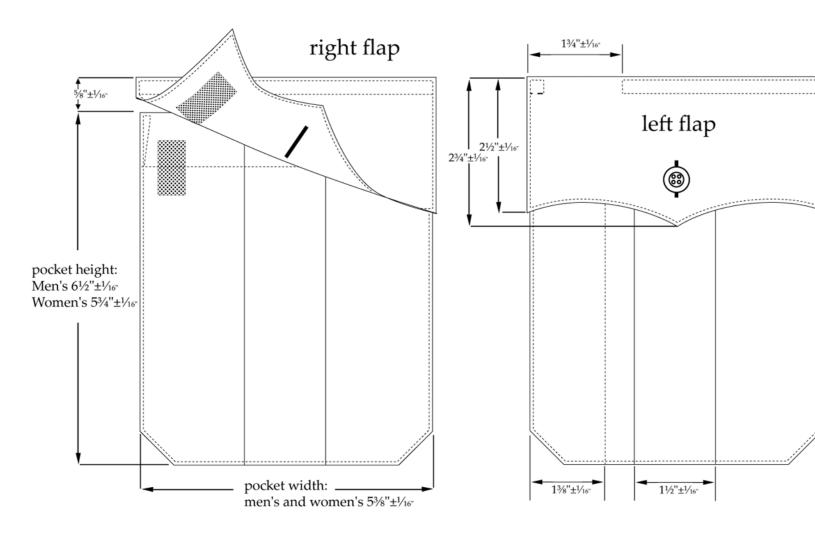
Women's shirt



Template Version: Goods B SO 20200131

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E12.3 Shirt Pockets



23

11 3/8

10 1/2

18 7/8

20 1/2

20 7/8

67

65

66

N/A

36

26

23 1/2

11 3/8

10 1/2

19 1/4

CHARTS E13.

L.S. LENGTH

CUFF WIDTH

S.S. LENGTH

YOKE HEIGHT

ACROSS BACK WIDTH

L.S. LENGTH ONLY

FINISH CUFF LENGTH

CUFF OPENING CIRC.

FACING OPENING

S.S. LENGTH ONLY

S.S. CIRCUMFERENCE

E13.1 Male Pattern

MODEL : MALE PATTERN WINNIPEG												OCTOBER 4, 2005	
SHIRT NECK	TOLERANCE		15	15 1/2	16	16 1/2	17	17 ½	18	18 1/2	19	19 1⁄2	20
SHIRT SIZE													
NECK CIRCUMFERENCE	+/-1/8		15 3/8	15 7/8	16 3/8	16 7/8	17 3/8	17 7/8	18 3/8	18 7/8	19 3/8	19 7/8	20 3/8
CHEST CIRCUMFERENCE	+/- 1/2		45	47	49	51	53	55	57	59	61	63	65
WAIST CIRCUMFERENCE	+/- 1/2		43	45	47	49	51	53	55	57	59	61	63
HIP CIRCUMFERENCE	+/- 1/2		44	46	48	50	52	54	56	58	60	62	64
BACK LENGTH "REG"	+/- 1/4		33	33	33 1/2	33 1/2	34	34	34	34	N/A	N/A	N/A
BACK LENGTH "TALL"	+/- 1/5		35	35	35 1/2	35 1/2	36	36	36	36	36	36	36
ARMHOLE CIRC.	+/- 1/2		20 1/2	21	21 1/2	22	22 1/2	23	23 1/2	24	24 1/2	25	25 1/2
ACROSS SHOULDER	+/- 1/4												

(5) BODY TO BE AUTOMATICALLY TALL FROM SIZE 19 AND UP

+/- 1/8

+/- 1/4

+/- 3/8

+/- 3/8

+/- 1/8

+/- 1/8

+/- 1/8

+/- 1/4

+/- 3/8

+/- 3/8

+/- 3/8

18

10

9 1/8

15 1/8

18 1/2

10

9 1/8

15 1/2

19

10 1/2

9 5/8

15 7/8

COMBINED SLEEVE LENGTH SUCH AS

19 1/2

10 1/2

9 5/8

2 1/2

5

9 1/2

16 1/4

3

20

11

10 1/8

(ALL

(ALL

(ALL

16 5/8

(ALL

20 1/2

11

10 1/8

SIZES)

SIZES)

SIZES)

17

SIZES)

31-32

21

11 3/8

10 1/2

17 3/8

33 - 34

21 1/2

11 3/8

10 1/2

17 3/4

35 - 36

22

11 3/8

10 1/2

18 1/8

37 - 38

22 1/2

11 3/8

10 1/2

18 1/2

(16) SHORT SLEEVE LENGTH ONLY INCLUDING 1 1/4" TURN UP HEMMING.

E13.2 Female Pattern

Model : Female Pattern Winnipeg

DATE: OCTOBER 4, 2005

	SHIRT NECK	TOLERANCE		12	12 1⁄2	13	13 1⁄2	14	14 %	15	15 1%	16	16 1⁄2	\square
	SHIRT SIZE													\square
1	NECK CIRCUMFERENCE	+/-1/8		12 3/8	12 7/8	13 3/8	13 7/8	14 3/8	14 7/8	15 3/8	15 7/8	16 3/8	16 7/8	\square
2	CHEST CIRCUMFERENCE	+/- 1/2		41	42	43	44	45	46	47	48	49	50	\square
3	WAIST CIRCUMFERENCE	+/- 1/2		38	39 1/4	40 1/2	41 3/4	43	44 1/4	45 1/2	46 3/4	48	49 1/4	
4	HIP CIRCUMFERENCE	+/- 1/2		41	42	43	44	45	46	47	48	49	50	\square
5	BACK LENGTH	+/- 1/4		28	28	28	28	29	29	29	30	30	30	
6	ARMHOLE CIRC.	+/- 1/2		20 1/4	20 1/2	20 3/4	21	21 1/4	21 1/2	21 3/4	22	22 1/4	22 1/2	\square
7	ACROSS SHOULDER	+/- 1/4												
8	ACROSS BACK WIDTH	+/- 1/4		15 3/4	16	16 1/4	16 1/2	16 3/4	17	17 1/4	17 1/2	17 3/4	18	
9	L.S. LENGTH	+/- 3/8	C	COMBINE	D SLEEVE	LENGTH S	UCH AS	29-30	31 - 32	33 - 34	35 - 36			
10	L.S. LENGTH ONLY	+/- 3/8												
11	FINISH CUFF LENGTH	+/- 1/8		8 1/2	8 1/2	9	9	9 1/2	9 1/2	10	10	10 1/2	10 1/2	
12	CUFF OPENING CIRC.	+/- 1/8		7 5/8	7 5/8	8 1/8	8 1/8	8 5/8	8 5/8	9 1/8	9 1/8	9 5/8	9 5/8	
13	CUFF WIDTH	+/- 1/8						2 1/4	(ALL	SIZES)				
14	FACING OPENING	+/- 1/4						4	(ALL	SIZES)				
15	S.S. LENGTH	+/- 3/8												
16	S.S. LENGTH ONLY	+/- 3/8						8 5/8	(ALL	SIZES)				
17	S.S. CIRCUMFERENCE	+/- 3/8		14 1/4	14 1/2	14 3/4	15	15 1/4	15 1/2	15 3/4	16	16 1/4	16 1/2	
18														
19														
20	YOKE HEIGHT	+/- 1/8						3 5/8	(ALL	SIZES)				

(16) SHORT SLEEVE LENGTH ONLY INCLUDING 1 1/4" TURN UP HEMMING.