



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 63-2018**

**SUPPLY AND DELIVERY OF POLICE TUNICS**

**Note to Bidders: Please be aware of revisions to B12.4**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF POLICE TUNICS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 23, 2018.

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

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

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.

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

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

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

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

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

### **B4. CONFIDENTIALITY**

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

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

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

### **B5. ADDENDA**

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

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

## **B6. SUBSTITUTES**

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

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

## **B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- a) Form A: Bid; 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 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.
- B7.7 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.8 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 B15.1a).
- 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 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 and the corporate seal, if the corporation has one, should be affixed;
- d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

## **B10. DISCLOSURE**

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full

disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

- a) Corporate Security Supply 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, within (15) Business Days of a request by the Contract Administrator, and in accordance with D5.1a) 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 their unit 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 <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).
- B12.4.1 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.

### **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 11 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 11 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 B15.1a), 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 B15.1b), 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 B15.1c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B15.4.1 Further to B15.1a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B15.5 This Contract will be awarded as a whole.
- B16. AWARD OF CONTRACT**
- B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B16.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B16.2.1 Without limiting the generality of B16.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B16.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B15.
- B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B16.4 Notwithstanding C4 and Paragraph 6 of Form A:Bid, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B16.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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 police tunics for the period from date of award until March 31, 2019, with the option of five (5) mutually agreed upon one (1) year extensions.

D3.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

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

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

D3.3 The City of Winnipeg advises that most orders will be individual "one (1) of" orders.

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) 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. 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:
- Ivan Somido  
Quartermaster Stores Unit  
Winnipeg Police Service  
Telephone No.: 204- 986-6384  
Email Address: isomido@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:
  - a) evidence of authority to carry on business specified in D9;
  - b) evidence of the workers compensation coverage specified in C6.16;
- b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D11. 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 Police Tunic(s) will be shipped to Winnipeg Police Service Quartermaster Stores Unit 245 Smith St, 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. DELIVERY**

D12.1 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.

D12.1.1 Contractor will notify the Winnipeg Police Service when they receive from the sub-contractors measurements of the employee and we will provide a purchase order for the garments.

D12.2 Manufacturer will deliver the finished uniform to Winnipeg Police Service within sixty (60) Business Days of receiving the purchase order, unless otherwise allowed by the User at the time of ordering.

D12.3 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.

D12.4 Goods shall be delivered between 7:30 a.m. and 3:30 p.m. on Business Days.

### **D13. ORDERS**

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

### **D14. RECORDS**

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

D14.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- a) user name(s) and addresses;
- b) order date(s);
- c) delivery date(s); and
- d) description and quantity of goods supplied.

D14.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

## **MEASUREMENT AND PAYMENT**

### **D15. INVOICES**

D15.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9

Facsimile No.: 204- 949-0864

Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)

D15.2 Invoices must clearly indicate, as a minimum:

- a) the City's purchase order number;
- b) date of delivery;
- c) delivery address;
- d) type and quantity of goods delivered;
- e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
- f) the Contractor's GST registration number.

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

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

### **D16. PAYMENT**

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

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

**WARRANTY**

**D17. WARRANTY**

D17.1 Warranty is as stated in C11.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 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 tunics in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 - Police Tunic :
- a) Fabric shall be:
    - a) Gabardine weave;
    - b) Content - 55 % Polyester and 45 % Wool; and
    - c) Colour – USMC Dark Blue.
  - b) Style shall be:
    - a) Single breasted;
    - b) Five button front;
    - c) Quarter-lined with separate belt;
    - d) Skirt-type front with side body pieces;
    - e) Waist seam and waist dart;
    - f) Upper patch pockets and lower bellows pockets with worked eyelet for buttons and with flap to button;
    - g) A four-piece back with lined vent, ornamental sleeve cuffs, belt loops with belt;
    - h) Shoulder strap to button;
    - i) Stand-up collar with single hook-and-eye for front closure; and
    - j) Coat shall have two rounded shoulder straps to button with a 24 ligne "P" button.
  - c) Pockets shall be:
    - a) Pocketing shall be black Poly Twill;
    - b) Two pleated breast pocket with special pointed flap; and
    - c) Two lower bellow pockets with special pointed flap:
      - i. Flaps shall button with a 27 ligne "Winnipeg Police Service" gold insignia button sunk through stitched eyelet in pocket with button ring.
  - d) Collar shall be:
    - i. Standing with hook and eye closure;
    - ii. Height at real 1 3/4"; and
    - iii. Two stitched eyelet each side.
  - e) Buttons shall be:
    - i. Four-button 40 ligne, "Winnipeg Police Service" Gold insignia buttons attached to each front;
    - ii. 27 ligne ""Winnipeg Police Service" gold insignia buttons attached to pocket flaps and shoulder straps. Ring toogles for securing buttons; and
    - iii. Brass, black japanned finish snap fastener for upper pockets. Brass, black japanned hook-and-eye closure.
  - f) Sleeve shall be plain finished.

- g) Body Lining shall be fully lined black Poly Twill. Open facing on the left side. One piece arm shields and pocket reinforcement of self-material.
- h) Canvas shall be 859 fusible.
- i) Labels shall be linen identification inside right inside pocket.

E2.3 Item No. 2 - Male Tunic Pants:

- a) Fabric shall be:
  - a) Content - 55% Polyester and 45%Wool;
  - b) Weight - 11 1/2 oz. per linear yard;
  - c) Gabardine weave; and
  - d) Color - Navy Officer Blue Gabardine.
- b) Design shall be manufactured from a Men's uniform trouser pattern. The trouser styling shall incorporate a plain front, two (2) side pockets, and two (2) hip pockets
- c) Red Nylon Stripe shall be:
  - a) Dominion Red in color and shall extend from bottom of the waistband throughout the full length of the outside leg;
  - b) Stitched immediately behind the slash pockets and bartacked at the bottom of the pockets opening; and
  - c) Applied to the out seam and shall be a full one inch in width. Braid shall be stitched 1/16" gauge to accommodate a tolerance of 1mm in width.
- d) Pocketing shall:
  - a) Be 70% Polyester and 30% Cotton;
  - b) Have durable press finish; and
  - c) Color shall be black.
- e) Pocket Design:
  - a) Side pockets shall:
    - i. Have a minimum opening of 6" and a minimum depth of 6" measured from the bottom of the opening; and
    - ii. Have straight bartacks at the top and bottom of pocket opening.
  - b) Hip pockets shall:
    - i. Have a minimum opening of 5 1/2" and minimum depth of 6" measured from the bottom of the pocket opening;
    - ii. Be constructed using double welt method on a REECE PW machine and the welts shall be finished in such a manner that there is a topstitching;
    - iii. Have firm straight bartacks on the corners of the pockets for reinforcing strength; and
    - iv. Have a centered tab made of basic cloth inserted into the top welt with bartacks at the top and bottom of the tab to form an opening for a button on the left hip pocket. A button shall be located below the bottom welt corresponding in location with the tab.
- f) Waistband shall:
  - a) Be made with the Freedom Fit waistband system which is designed to provide the wearer with more comfortable and better fitting pants; and be measured a minimum of 1 1/2" wide when finished;
  - b) Be accomplished with one crush proof hook and eye. The hook and eye shall be reinforced with 7/8" non-woven stay tape that is anchored with topstitching through and through to the top of the waistband when it is set onto the pants;
  - c) Be topstitched below the waistband seam through the waistband curtain for added strength. The back center seam of the pants to be finished to allow for alteration (with basic pants fabric and waistband curtain material to allow pants size to be increased at least one size. The outlet in the seat is to be in proportion to waist outlet so seat may also be let out; and

- d) Have three black rubberized strands match the waistband curtain and are designed to keep shirts tucked in to neat appearance.
- g) Fly shall:
  - a) Have a metal memory lock zipper;
  - b) Be a grown on French Fly tab closure on the inside of the right fly. The tab shall be double ply made of the basic cloth;
  - c) Lining shall be located on the left fly corresponding with the French Fly Tab to provide a clean and comfortable closure; and
  - d) Be a firm straight bartack at the bottom of the fly going through the zipper tape.
- h) Belt loops shall:
  - a) Be a minimum of seven loops (depending on waist ) 3/8" in width of double thickness:
    - i. All loops must be tacked into the top of the waistband and 1/4" below the bottom of the waistband.
- i) Pants legs shall:
  - a) Incorporate front and back literal silicone creases;
  - b) Be stitched with matching thread and all stitching to show must be 10-11 stitches per inch;
  - c) Be neatly pressed on Hothead Presses and properly shaped. Outseams and inseams must be pressed open. Pants must be cleaned and finished to eliminate loose thread; and
  - d) Have a care label (dry clean only) permanently affixed that also indicate the size. A paper ticket showing the size, fabric content, cut number and WPL number shall be on the outside of the waistband.
- j) Sizes shall range from 28-56.

E2.4 Item No. 3 - Female Tunic Pants:

- a) Fabric shall be:
  - a) Content - 55% polyester and 45% cotton;
  - b) Weight - 11 1/2 oz. per linear yard;
  - c) Gabardine weave; and
  - d) Color - Navy Officer Blue Gabardine.
- b) Style shall:
  - a) Be women's slacks with body types length;
  - b) Have front and back waist darts;
  - c) Have right watch pocket;
  - d) Have two-section waistband with buttonhole extension and left side fastener closure with placket; and
  - e) Have legs that are flared and unhemmed.
- c) Red Nylon Stripe shall be:
  - a) Dominion Red in color;
    - i. Extend from bottom of the waistband throughout the full length of the outside leg.
  - b) Stitched immediately behind the slash pockets and bartacked at the bottom of the pockets opening;
  - c) Applied to the out seam and be a full one inch in width. Braid to be stitched 1/16" gauge to accommodate a tolerance of 1mm in width.
- d) Waistband shall:
  - a) Be tape, waistband, non-slip;
    - i. Width of waistband to be completed 1 1/4" with pointed extension to button.
  - b) Be top stitched;

- c) Have bottom of inside waistband bound with black nylon lining.
- e) Watch pocket to be located on the right front at the waistband:
  - a) Pocket to have a minimum opening of 3 1/2" and a minimum of 4" depth:
    - i. Front and back of the pocket to be made of Navy Officer Blue fabric;
    - ii. The two pieces are to be securely stitched together. Each corner of the pocket opening shall have firm straight bartacks.
- f) Fly to have a nylon zipper into the left side of the slack.
- g) Seat must be sewn with a Tandem Needle Machine (double needle stitch) for maximum durability.
- h) Pants must be stitched with matching thread:
  - a) Be neatly pressed on Hothead Presses and properly shaped. Outseams and inseams are edge serged on automatic equipment for uniformity of quality and shall be pressed open for a smooth pucker-free finish with repeated cleaning and pressing. Pants must be cleaned and finished to eliminate loose threads.
- i) Have an identification instruction and personal label. The label shall show colorfastness to dry clean.
- j) Sizes shall range from 4-20

### **E3. SIZING AND FITTING**

- E3.1 The Contractor shall be required to individually size and fit all garments to male and female members at their location.
  - a) Hours of operation must be Monday - Friday, 0900 Hours to 1700 Hours.

### **E4. SAMPLE**



