



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 123-2006

SUPPLY AND DELIVERY OF UNIFORM PANTS AND SHIRTS

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PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 SUPPLY AND DELIVERY OF UNIFORM PANTS AND SHIRTS

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 17, 2006.
- B2.2 Bid Submissions 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 Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision 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 Bid Opportunity 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 Bid Opportunity 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. ADDENDA

- B4.1 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.
- B4.2 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.
- B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Bid.
- B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 0 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B5. SUBSTITUTES

- B5.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 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.
- B5.4 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.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his 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.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his 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 B13.
- B5.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B6. BID SUBMISSION

- B6.1 The Bid Submission consists of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices;
- (c) Union Shop Confirmation.

B6.2 All components of the Bid Submission 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 in ink, to constitute a responsive Bid.

B6.3 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B6.4 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 Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B6.4.1 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.

B6.5 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178

B6.5.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B6.6 Bid Submissions submitted by internet electronic mail (e-mail) will not be accepted.

B7. BID

B7.1 The Bidder shall complete Form A: Bid, making all required entries.

B7.2 Paragraph 0 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 own name, his 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 own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 In Paragraph 0 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B7.4 Paragraph 0 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 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 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.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B7.4.2 All signatures shall be original.

B7.5 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 Submission and the Contract, when awarded, shall be both joint and several.

B8. PRICES

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.1.1 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.

B8.1.2 Prices on Form B: Prices shall not include the Manitoba Association for Resource Recovery Corporation (MARRC) Environmental Handling Charge (EHC) which shall be extra where applicable.

B8.2 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.

B8.3 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.

B9. QUALIFICATION

B9.1 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;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;

- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation 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 Branch internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);
- (h) goods shall be manufactured in a Union Shop.

B9.2 The Bidder shall be prepared to 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.

B9.3 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.

B9.4 Union Shop Confirmation

- (a) The Bidder shall complete Form U, Union Shop Confirmation confirming Union requirements to demonstrate the Bidders qualifications to undertake the Work.

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

B10.1 Bid Submissions will not be opened publicly.

B10.2 Following the Submission Deadline, the names of the Bidders and their Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B11. IRREVOCABLE BID

B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 0 of Form A: Bid.

B11.2 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 0 of Form A: Bid.

B12. WITHDRAWAL OF BIDS

B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B12.1.1 Notwithstanding GC.7.05(2), 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.

B12.1.2 The City will assume that any one of the contact persons named in Paragraph 0 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 0 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
- (b) open the Bid Submission to identify the contact person named in Paragraph 0 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 0 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.

B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 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.

B13. EVALUATION OF BIDS

B13.1 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 (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
- (c) evaluation of representative samples provided by bidders; 60%
- (d) Total Bid Price 40%
- (e) economic analysis of any approved alternative pursuant to B5.

B13.2 Further to B13.1(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 if the interests of the City so require.

- (a) The Bidder shall, within seven (7) Calendar Days of a request by the Contract Administrator, provide representative samples of the goods offered.

B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.

B13.4 Further to B13.1(c), evaluation on all representative samples provided by bidders will be performed by:

- (a) Item will be stained with black coffee and allowed to set for a twenty four (24) hour period, then washed according to the manufacturer's label.
- (b) Item will be dried according to manufacturers label to evaluate wrinkle resistance.
- (c) Measurements will be taken once product is dried to determine the amount that item has shrunk.

B13.5 Further to B13.1(d), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B13.6 This Contract may be awarded as a whole (Alternative 1) or separately in sections (Alternative 2) as identified on Form B: Prices.

B13.6.1 Notwithstanding B8.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.

B13.6.2 The City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on both alternatives or on all sections in Alternative 2, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or section upon which he has not bid.

B14. AWARD OF CONTRACT

B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B14.2 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.

B14.2.1 Without limiting the generality of B14.2, 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.

B14.3 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.

B14.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B14.5 The Contract Documents, as defined in GC.1.01(7), 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

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for the Supply and Delivery of Goods* (Form 21: 88 03) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for the Supply and Delivery of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for the Supply and Delivery of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of supply and delivery of uniform pants and shirts from the date of award till December 31, 2008.
- D2.2 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.2.1 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.
- D2.2.2 Subject to GC.4.08, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D3. UNFAIR LABOUR PRACTICES

- D3.1 Further to GC2.02, 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.

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.

D4. DEFINITIONS

- D4.1 When used in this Bid Opportunity:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;

- (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;
- (c) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Diane Kowaliuk
Stores Supervisor
2546 McPhillips Street
Winnipeg, Manitoba R2P 2T2
Telephone No. (204) 986-5255
Facsimile No. (204) 334-4308

D6. NOTICES

D6.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D6.2 GC.7.05 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

D6.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D5.1.

D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

D6.5 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 address or facsimile number:

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
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.

CONTROL OF WORK

D8. COMMENCEMENT

D8.1 The Contractor shall not commence any Work until he is in receipt of a purchase order 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 that the Contractor is 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;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D9. ORDERS

D9.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D10. RECORDS

D10.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D10.2 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.

D10.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

MEASUREMENT AND PAYMENT

D11. INVOICES

D11.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for each order delivered.

D11.2 Further to D6.3, the Contractor shall submit invoices to the locations designated at the time of ordering.

D11.3 Invoices must clearly indicate, as a minimum:

- (a) the City's order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D11.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D12. PAYMENT

D12.1 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D13. WARRANTY

D13.1 Notwithstanding GC.10.01 and GC.10.02, the warranty period for each item of Work supplied shall begin on the date of successful delivery and shall expire one (1) year thereafter unless extended pursuant to D13.2, in which case it shall expire when provided for thereunder.

D13.2 If a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

D13.3 Notwithstanding GC.10.01, GC.10.02 and D13.2, if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

- E1.1 These Specifications shall apply to the Work.
- E1.2 Sizes other than those indicated on Form B: Prices may be required to be manufactured during the term of this Contract.

E2. MEN'S AND WOMEN'S UNIFORM PANTS

- E2.1 Materials:
- (a) Shell Fabric: 100% cotton, machine washable and dry-cleanable providing user comfort, durability, uniform appearance, easy care and low maintenance.
 - (b) Cloth Type: 8 ounces (oz) per square metre 2 x 1 twill weave in 100% cotton fibre, precured for wrinkle resistance and treated with soil release finish (stain resistant).
 - (c) Fabric construction: 108 x 56, 16 x 12.
 - (d) Colour: Dark Navy.
- E2.2 Pocketing:
- (a) Black commercially available pocketing.
- E2.3 Buttons:
- (a) 24 ligne, 4 hole, pure melamine plastic buttons.
- E2.4 Velcro (hook and loop):
- (a) Flame resistant, 1.3 cm wide.
- E2.5 Thread:
- (a) Tex 50 for seaming and topstitching. Tex 40 for serging, dyed to match shell colour.
- E2.6 Men's size range:
- (a) 28-52, two inch (2") increments.
- E2.7 Women's size range:
- (a) 6-24, two inch (2") increments.

E3. CONSTRUCTION

- E3.1 Front Pockets:
- (a) The two (2) front pockets will be quarter top style with a minimum opening of 15.2 cm and a minimum depth of 14.5 cm measured from the bottom of the pocket opening.
 - (b) The pockets shall be constructed using pocket facings that shall be stitched to pocket bags, clean finish, stitched to front, worked out and topstitched.
 - (c) Pocket facings shall be made of the shell fabric and shall measure a minimum of 7.6 cm in width.
- E3.2 Back Hip Pockets:

- (a) The two (2) back hip pockets shall have a minimum opening of 14.0 cm and a minimum depth of 14.5 cm measured from the bottom of the pocket opening.
- (b) The hip pockets shall be constructed using the double welt method and the welts shall be finished in such a manner that there is top stitching on both top and bottom for added reinforcement.
- (c) The corners of the hip pocket openings shall have firm triangle bar tacks.
- (d) The left hip pocket shall have a button and tab closure.

E3.3 Cargo Pockets:

- (a) The two (2) cargo pockets shall be 16.5 cm wide and 19.0 cm long with the two bottom mitred corners being 3.0 cm long.
- (b) Centre box pleat on pocket shall be 3.8 cm wide by 19.0 cm long.
- (c) Pocket shall be reinforced at corners with bar tack.
- (d) Flap to be secured approximately 1.0 cm above pocket, set and topstitched down. Flap to have flame resistant Velcro closure on both sides of pocket, to secure pocket flap from curling.

E3.4 Waistband:

- (a) The waistband shall be constructed using the "closed method" and shall measure 5 cm wide when finished.
- (b) The waistband shall have elastic ultraflex shirt gripper.
- (c) Waistband closure shall be accomplished with a crush-proof size 8 hook and size 8 eye.
- (d) The hook and eye shall be reinforced with stays made of non-woven fabric that are anchored by the topstitching for the fly facing and curtain. This topstitching must be to the top of the waistband.
- (e) The waistband shall have an inside button tab closure Darts.

E3.5 Darts:

- (a) Men's:
 - (i) There shall be two (2) hip darts to shape the pants. They shall be placed at the left and right back extending down from the waistband to the hip pocket.
- (b) Women's:
 - (i) There shall be four hip (4) darts, two (2) on each side to shape the pants. They shall be placed at the left and right back extending down from the waistband to the hip pocket.

E3.6 Fly Opening:

- (a) Reinforced front fly and crotch seam.
- (b) Fly zipper shall be brass with a locking head.
- (c) The right fly shall be lined with the same fabric as the waistband curtain and pocketing.
- (d) The fly lining shall be sewn to the left fly below the zipper in a neat and durable manner.
- (e) Right fly lining must extend past inseam for extra strength.
- (f) There shall be affirm straight bar tack at the bottom of the fly going through the zipper tape.
- (g) There shall be a buttonhole on the inside right fly.
- (h) A button shall be located on the left fly corresponding with the buttonhole.

- E3.7 Crotch Reinforcement on men's pants only:
- (a) Extra crotch reinforcement and seam.
 - (b) Four (4) piece triangular crotch gusset reinforcement.
- E3.8 Seat:
- (a) Seat seam to be joined with a #401 Tandem chainstitch with a minimum of a 7.6 cm outlet.
- E3.9 Legs:
- (a) Inside seams are serged, joined and busted.
- E3.10 Belt loops:
- (a) There shall be a minimum of seven (7) belt loops, 1.9 cm in width of double thickness.
 - (b) Each loop must have a fusible interlining.
 - (c) All loops must be "dropped" with the bottom of the belt loop tacked to the pants. The top of all belt loops (except for the centre back loop) shall be caught in the waistband curtain seam. The top of the centre back loop shall be tacked to the waistband.
- E3.11 Finishing:
- (a) Bottom of pants leg to be serged, neatly pressed and properly shaped.
 - (b) Upon award the contract administrator will provide a list of pant inseams required. Inseams range will be 30" – 36" per size.
- E3.12 Stitching:
- (a) All thread tensions are evenly maintained to eliminate tight or loose stitching. All seam allowances are maintained so that there are no raw edges, run offs, twists, pleats, puckers or open seams. All seam ends secured by other seams and/or bartacked no less than 0.6 cm. Stitching line ends overlapped not less than 1.2 cm. Thread breaks overstitched at least 1.2 cm on either end of break. Minimum stitch length is 4.5 stitches per cm.
- E3.13 Labelling:
- (a) Permanently labelled with the manufacturer, country of origin, size, fibre content and care instructions.
 - (b) Label temporarily sewn to outside of pants to indicate waist size.
- E3.14 Union Made:
- (a) Must be Union Made and labelled as such.

E4. MEN'S AND WOMEN'S UNIFORM SHIRTS SHORT SLEEVE

E4.1 Materials for both Short and Long Sleeved Shirts:

- (a) Shell Fabric: 100% cotton, machine washable and dry-cleanable providing user comfort, durability, uniform appearance, easy care and low maintenance.
- (b) Cloth Type: 6 ounces (oz) per square metre 2 x 1 twill weave in 100% cotton fibre, precured for wrinkle resistance and treated with soil release finish (stain resistant).
- (c) Fabric construction: 108 x 58, 21 x 21.
- (d) Colour: Powder Blue.

E4.2 Interlinings:

- (a) Collar, front placket, pocket flaps, epaulettes and cuffs are top fused with 150 grams/sq. metre, 100% cotton, woven interlining.

E4.3 Button:

- (a) 19 ligne, 4 hole, pure melamine plastic buttons, pearlescent.

E4.4 Velcro (hook and loop):

- (a) Flame resistant, 1.3 cm wide.

E4.5 Thread:

- (a) For all seams size # 65/2 poly plus, dyed to match shell colour.

E5. CONSTRUCTION SHORT SLEEVED SHIRTS

E5.1 Sleeves:

- (a) Clean finish with 2.5 cm hem constructed after sleeve closing seam.
- (b) Sleeve to be joined utilizing French armhole construction.

E5.2 Cresting:

- (a) Crest sewn on each shoulder.
- (b) 2.0 cm from the shoulder seam.
- (c) Centred to line up with the centre of the epaulette.
- (d) Supplied by the Winnipeg Fire Paramedic Service.

E5.3 Collar:

- (a) Banded dress collar style, hand sewn.
- (b) Collar stand to measure 3.8 cm high in back.
- (c) Collar made of two plies of shell fabric plus one ply of the specified interlining.
- (d) Collar stand made of one ply of shell fabric, one ply of the specified lining fabric plus one ply of the specified interlining.
- (e) Collar top-stitched around the edges.
- (f) Collar points 8.3 cm long.
- (g) Collar stand close with one button.
- (h) Collar to button to collar stand at centre back.

E5.4 Epaulettes:

- (a) Cut from shell fabric and interlined.
- (b) Sewn into the sleeve hem.
- (c) To measure 5.0 cm at sleeve head tapering to measure 4.2 cm wide at the point.
- (d) Set with the point approximately 1.5 cm from the collar seam.
- (e) Stitched to the shoulders with topstitching of French seam approximately 1.0 cm from seam.
- (f) Buttonhole at the pointed end of the epaulette with the specified button sewn to the shoulder seam approximately 3.5 cm from neck seam.
- (g) Epaulettes to be topstitched around all edges.

E5.5 Pockets:

- (a) Two chest pockets with pleated patch pockets and scalloped pocket flaps.
- (b) Patch pocket to measure 14.5 cm wide and 16.0 cm long with mitred corners and a 3.2 cm box pleat stitched closed.
- (c) Pocket flap to measure 15.0 cm wide by 5.8 cm high at sides and 7.2 cm high at the centre.
- (d) Left pocket to have a sewn pencil opening 3.2 cm wide and pencil slot sewn the from top to bottom of pocket.
- (e) Flame resistant Velcro 1.3 cm wide by 2.5 cm high sewn to the upper corners of each pocket and flap to secure pocket flap.
- (f) Scalloped pocket flap interlined.
- (g) Top flap set approximately 1.8 cm above the top of the pocket and to have one centred unslit buttonhole with a button sewn on top.
- (h) Pencil opening in the left flap 3.2 cm wide.

E5.6 Yoke:

- (a) Two ply back yoke lined on the inside with shell fabric.
- (b) Yoke to measure approximately 10.0 cm at the centre and at the sleeve head.

E5.7 Front:

- (a) Left front to have an applied centre front placket measuring 3.8 cm wide.
- (b) Placket to show two rows of stitching 2.5 cm apart.
- (c) Six buttons and buttonholes down the front.
- (d) One spare button stitched to the right, lower inner facing.

E5.8 Stitching:

- (a) French seam construction for joining sleeve.
- (b) 2-needle felled seam for sleeve and body closing.
- (c) Front placket joining seams and back yoke seams safety stitched.
- (d) Concealed edges and front facings, outer yokes and top of pockets over-edge stitched.
- (e) All other stitching single needle at 4.5 stitches per cm.

E5.9 Buttons & Buttonholes:

- (a) Buttons shall be cross stitched and knotted at the back.
- (b) Buttonholes shall be straight, cut after type.

E5.10 Labelling:

- (a) Permanently labelled with the manufacturer, country of origin, size, fibre content and care instructions.
- (b) Each shirt will have the size clearly marked on inside of yoke/neck back in indelible ink

E5.11 Union Made:

- (a) Must be Union Made and labelled as such.

E5.12 Pressing & Finishing:

- (a) Loose threads trimmed.

- (b) Shirts pressed completely prior to packaging.

E5.13 Packaging:

- (a) Folded, clipped and individually poly-bagged with a cardboard collar stand and butterfly clip.
- (b) Packed three (3) to six (6) to a box, clearly labelled on one end with style number, quantity, colour and size. Long Sleeve.

E6. CONSTRUCTION LONG SLEEVED SHIRTS

E6.1 Sleeves:

- (a) Sleeve ends to have plackets finishing 3.2 cm wide on the top placket and 1.3 cm wide under placket and have a single pleat where attached to cuffs.
- (b) One button and buttonhole centred on placket.
- (c) Cuffs to finish 5.7 cm wide, constructed of two plies of shell fabric plus one ply of interlining and topstitched 0.6 cm on the edges.
- (d) Cuff to be 2-button adjustable with buttons set side by side 1.9cm apart on centre.
- (e) Sleeve joining seam to be French seam construction.

E6.2 Cresting:

- (a) Crest sewn on each shoulder.
- (b) 2.0 cm from the shoulder seam.
- (c) Centred to line up with the centre of the epaulette.
- (d) Supplied by the Winnipeg Fire Paramedic Service.

E6.3 Collar:

- (a) Banded dress collar style, hand sewn.
- (b) Collar stand to measure 3.8 cm high in back.
- (c) Collar made of two plies of shell fabric plus one ply of the specified interlining.
- (d) Collar stand made of one ply of shell fabric, one ply of the specified lining fabric plus one ply of the specified interlining.
- (e) Collar top-stitched around the edges.
- (f) Collar points 8.3 cm long.
- (g) Collar stand close with one button.
- (h) Collar to button to collar stand at centre back.

E6.4 Epaulettes:

- (a) Cut from shell fabric and interlined.
- (b) Sewn into the sleeve hem.
- (c) To measure 5.0 cm at sleeve head tapering to measure 4.2 cm wide at the point.
- (d) Set with the point approximately 1.5 cm from the collar seam.
- (e) Stitched to the shoulders with topstitching of French seam approximately 1.0 cm from seam.
- (f) Buttonhole at the pointed end of the epaulette with the specified button sewn to the shoulder seam approximately 3.5 cm from neck seam.

- (g) Epaulettes to be topstitched around all edges.

E6.5 Pockets:

- (a) Two chest pockets with pleated patch pockets and scalloped pocket flaps.
- (b) Patch pocket to measure 14.5 cm wide and 16 cm long with mitred corners and a 3.2 cm box pleat stitched closed.
- (c) Pocket flap to measure 15.0 cm wide by 5.8 cm high at sides and 7.2 cm high at the centre.
- (d) Left pocket to have a sewn pencil opening 3.2 cm wide.
- (e) Flame resistant Velcro 1.3 cm wide by 2.5 cm high sewn to the upper corners of each pocket and flap to secure pocket flap.
- (f) Scalloped pocket flap interlined.
- (g) Top flap set approximately 1.8 cm above the top of the pocket and to have one centred unslit buttonhole with a button sewn on top.
- (h) Pencil opening in the left flap 3.2 cm wide and pencil slot sewn from the top to bottom of pocket.

E6.6 Yoke:

- (a) Two ply back yoke lined on the inside with shell fabric.
- (b) Yoke to measure approximately 10 cm at the centre and at the sleeve head.

E6.7 Front:

- (a) Left front to have an applied centre front placket measuring 3.8 cm wide.
- (b) Placket to show two rows of stitching 2.5 cm apart.
- (c) Six buttons and buttonholes down the front.
- (d) One spare button stitched to the right, lower inner facing.

E6.8 Stitching:

- (a) French seam construction for joining sleeve.
- (b) 2-needle felled seam for sleeve and body closing.
- (c) Front placket joining seams and back yoke seams safety stitched.
- (d) Concealed edges and front facings, outer yokes and top of pockets over-edge stitched.
- (e) All other stitching single needle at 4.5 stitches per cm.

E6.9 Buttons & Buttonholes:

- (a) Buttons shall be cross stitched and knotted at the back.
- (b) Buttonholes shall be straight, cut after type.

E6.10 Labelling:

- (a) Permanently labelled with the manufacturer, country of origin, size, fibre content and care instructions.
- (b) Each shirt will have the size clearly marked on inside of yoke/neck back in indelible ink.

E6.11 Union Made:

- (a) Must be Union Made and labelled as such.

E6.12 Pressing & Finishing:

- (a) Loose threads trimmed.
- (b) Shirts pressed completely prior to packaging.

E6.13 Packaging:

- (a) Folded, clipped and individually poly-bagged with a cardboard collar stand and butterfly clip.
- (b) Packed three (3) to six (6) to a box, clearly labelled on one end with style number, quantity, colour and size.

E7. DELIVERY

- E7.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to 2456 McPhillips Street Winnipeg, Manitoba.
- E7.2 Initial start up date will be sixty (60) Business days from the award of Contract to enable the Contractor to acquire the fabric and start manufacturing of the goods.
 - (a) All deliveries thereafter shall be fifteen (15) Business days from the date of placing an order.
- E7.3 Goods shall be delivered between 7:30 a.m. and 3:30 p.m. on Business Days.
- E7.4 The Contractor shall off-load goods as directed at the delivery location.