



THE CORPORATION OF THE CITY OF NIAGARA FALLS
3200 STANLEY AVE., NIAGARA FALLS, ONTARIO, L2E 6S4
SUPPLY AND SERVICES
TELEPHONE 905-356-7521 FAX 905-356-1774
e-mail: bids@niagarafalls.ca

QUOTATION REQUEST # Q09-2009
Clothing - Uniforms - Niagara Transit
CLOSING DATE: March 10, 2009 at 2:00 p.m.

This Quotation must be delivered **or faxed** (905-356-1774) to the Supply and Services Section, 3200 Stanley Avenue, Niagara Falls Ontario, L2E 6S4. Bidders who are mailing or delivering this Quotation are to use the attached mailing label, which is the last page of these documents, using their own envelope.

Quotations are invited for the supply and delivery of **Clothing - Uniforms for Niagara Transit**, to be delivered F.O.B. 4320 Bridge Street, Niagara Falls, Ontario, all in accordance with the attached Instructions to Bidders, Specifications, Price Schedule, General Conditions, and this Quotation Request Form. Quotations are also posted on the City of Niagara Falls web site at: <http://www.niagarafalls.ca/bids>

The quantities stated on the Price Schedule are used for purposes of bid evaluation only and are not to be understood as any indication of future order quantities that may result from this Quotation Request.

For information regarding the specifications please contact Mr. Ray Desormeaux telephone # 905-356-7521 ext. 4528.

Description		April 1,2009 to Mar 31, 2010
Price Complete (as transferred from Price Schedule)		\$
Delivery in days following receipt of Purchase Order	days	

Company Name:
Address- Street & Number:
City, Prov. Postal Code:
Name of Signing Officer - Please Print:
Title:
Signature of Signing Officer:
Telephone:
Fax:
E-mail:
Guaranteed Period of Completion after receipt of an official order:
Discount for Prompt Payment (not used to determine low bidder): state % and days:

For this Quotation, the terms City, Owner and Municipality shall refer to The Corporation of the City of Niagara Falls.

THIS FORM MUST BE COMPLETED, PROPERLY SIGNED AND RECEIVED ON OR BEFORE THE DATE AND TIME SPECIFIED OR YOUR QUOTATION MAY NOT BE CONSIDERED.

Clothing - Uniforms - Niagara Transit

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City of Niagara Falls
INSTRUCTIONS TO BIDDERS
QUOTATION #Q09-2009
Clothing - Uniforms - Niagara Transit

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Definition: The terms "Municipality, City and Owner" shall be understood to mean The Corporation of The City of Niagara Falls.

1. Quotations will be received in the Supply and Services Section 3200 Stanley Avenue, Niagara Falls, Ontario **no later than 2:00 p.m. local time, March 10, 2009**. Quotations received later than the time stated above may not be accepted. Bidders must instruct couriers and any who may be delivering your quotation submission that the package or envelope **must be delivered only to the front reception area** at the Municipal Service Centre. Quotations delivered to any other facility or to any other area of the Municipal Service Centre may be rejected.
2. Bidding Procedure:
 - a) Quotations must be submitted on the Quotation Request Form and either **faxed to 905-356-1774** or enclosed in the bidders own envelope with the label (last page of these quotation documents) affixed to the envelope. No bid deposit is required to be submitted with the quotation documents.
 - b) The bid must not be restricted by a statement added to the quotation documents or by a covering letter, or by alterations to the quotation documents as supplied by the Municipality unless otherwise provided herein. Complete details of warranties (if any) shall be supplied. Adjustments by telegram, fax, or letter to a quotation already submitted will not be considered. The front Quotation Request Form must be signed in the space provided on the form with the signature of the Bidder or responsible official of the firm bidding.
 - c) Bidder(s) will be permitted to withdraw their quotation unopened after it has been deposited if such a request is received in writing prior to the closing time specified herein.
 - d) Collusion between Bidders will be sufficient cause for rejection of all quotations so affected.
 - e) The price(s) as submitted shall include the supply of the clothing as described herein to complete this quotation to the satisfaction of the City of Niagara Falls. The clothing offered must meet the approval of the City / Niagara Transit Representative, Mr. Ray Desormeaux..
 - f) The City of Niagara Falls will make all necessary corrections to any quotation which is in error through addition or extensions with the corrected value prevailing.
3. Compliance with all requirements as listed on the Specifications and Price Schedule is required.
4. Bidder's Submission

Bidders **must submit** the following documents with their Quotation Submission:

- Front Quotation Request Form
- Price Schedule Pages
- Clothing Specification Deviation Form
- Separate Page with Warranty Details (if necessary)
- Separate Pages with specifications as necessary

City of Niagara Falls
INSTRUCTIONS TO BIDDERS
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5. Rights Retained by the City

The City retains the right to make additions to the estimated quantity using the costs as submitted by the bidder on the Price Schedules. The City also reserves the right to select any quotation whether the prices be lowest or not or to reject all quotations received or to award the supply of the items stated herein to more than one company, for reasons that are in the best interest of and provide the best value for the City. **Refer also to Section 5 of the attached General Conditions.**

6. Questions during Quotation Open Period

Questions regarding this quotation are to be sent to Mr. Ray Desormeaux, 4320 Bridge Street, Niagara Falls, Ontario, L2E 2R7, E-mail: rayd@niagarafalls.ca

Any questions that need to be answered in the form of an addendum will be posted on the City's Bid Opportunities Web Site: www.niagarafalls.ca/bids

7. This Quotation will be evaluated on factors such as compliancy with specifications, delivery time, F.O.B. delivery items and dollar amount minimums, warranty and guarantee details and not price alone.

City of Niagara Falls
SPECIFICATIONS
QUOTATION #Q09-2009
Clothing - Uniforms - Niagara Transit

A. GENERAL

1. Prices are to be quoted, F.O.B. delivered, including the cost of delivery and all other charges. Taxes are to be extra.
2. Prices are to be quoted for the twelve month period, April 1, 2009 to March 31, 2010. Prices must be firm for the complete twelve month period. Bidders must complete all price lines with dollar amounts on the Price Schedule
3. The quantities stated on the Price Schedule are estimates only and must not be understood as indications of quantities for orders for any clothing
4. Bidders must state manufacturer, style and style or make number on all items quoted in the spaces provided on the Price Schedule.
5. Bidders must supply catalogue(s) of similar products or for other items not covered by this Quotation Request and a stated discount offered for the catalogue items to the City of Niagara Falls.
6. Orders (if any) that come as a result of this Quotation Request will be on an "as required" basis only. Bidders must state in the spaces provided on the Price Schedule, the minimum dollar \$ value per shipment (if any) and the minimum order quantity in clothing pieces (if any) for F. O. B. delivery.
7. Clothing memorandums will be received from each applicable Niagara Transit Staff stating their requirements, sizes, etc., and will be turned over to the successful bidder on the award of any order resulting from this Quotation Request.
8. Each individual's requirements shall be individually packaged in a box or a securely wrapped parcel with a label affixed showing clearly the size of the article or articles contained in each box or wrapping and the employee's name and department. No other sizes shall be packaged therein. **Bidders must include any charges for this packaging requirement in their quoted prices.** In the event any items are back ordered, the supplier will note the back ordered item on the packaged items and also on the packing slip.
9. The successful bidder must make arrangements to properly size each Niagara Transit Personnel. This may take several meetings etc. with staff to accomplish the proper sizing for each staff member. Bidders must include cost for these sizing meetings in the prices stated on the Price Schedule. No additional costs for these sizing meetings will be considered or accepted by the City of Niagara Falls. Niagara Transit Staff will sign off on the sizes determined on a Sizing Form during these sizing meetings
10. Following the obtaining of sizes from each Niagara Transit staff member, the successful bidder will be responsible for supplying accurate sized clothing. Clothing received that is not accurately sized per the signed Sizing Form will be replaced at the sole cost of the successful bidder.

City of Niagara Falls
SPECIFICATIONS
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Clothing - Uniforms - Niagara Transit

A. GENERAL.... continued

11. All costs such as set-up, artwork, embroidery, heat sealing etc., must be included in the price lines of the Price Schedule. Costs for supply and affixing Niagara Transit patches, logos etc.(if any) must also be included in these prices.
12. Samples
Samples, of each clothing item (heat sealing and /or embroidery not required for samples) are to be submitted to the Corporation together with the price quotation closing March 10, 2009. Samples will be returned to each bidder.
13. Some items and quantities may change during the term of the agreement. The Corporation will notify the successful bidder of any changes required for this twelve month period.
14. The Corporation of the City of Niagara Falls reserves the right to select any item from any bidder, or to select one bidder for reasons that are in the best interests of and for the best value for the City or to reject all bids received. The City may issue one or more blanket orders to one or more bidders as a result of this Quotation Request. Note: the lowest price may not be the determining factor in selecting the successful bidder or bidders. All clothing will be evaluated based upon the samples of clothing supplied with the bidder's Quotation Request. Refer also to Item 5 of the attached General Conditions.
15. Orders received from the successful bidder or bidders that do not match the quality of the original samples submitted by the bidder WILL be returned by the Corporation of the City of Niagara Falls at the successful bidder's cost for return shipment. In the event of this occurrence, the award for clothing will be cancelled with this bidder and further action may be taken to compensate the City for such inconvenience and cost to select another bidder.
16. The successful bidder (supplier) must carry sufficient stock of each item described in these specifications so that deliveries for same can be made at a maximum two day period following an order for these items from the Niagara Transit.

**City of Niagara Falls
SPECIFICATIONS
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B. UNIFORMS- CLOTHING SPECIFICATIONS

1. Estimated Quantities

- a) The quantities stated on the Price Schedule are estimates only and must not be understood as indications of quantities for orders for any clothing
- b) It is estimated that for full time Niagara Transit Staff, 48 sets of uniform - clothing will be required consisting of the following items:
 - 1 - Spring / Summer Jacket
 - 6 - Shirts (combination of short or long sleeve as needed)
 - 3 - Pants (1 pair of pants can be substituted for 1 pair of shorts)
 - 1 - Cardigan or Sweater Vest
- c) Also it is estimated that for seasonal Niagara Transit Staff, 10 sets of clothing will be required consisting of the following items:
 - 3 - Shirts (combination of short or long sleeve as needed)
 - 2 - Pants (1 pair of pants can be substituted for 1 pair of shorts)

2. Uniform - Clothing Specifications

- a) Full Uniform Shirts - Colour: Light Blue or White
Lightweight Shirts:
 - 3.2 oz fabric, 65% polyester / 35% cotton, machine wash and dry, top fused collar, two lined epaulettes, two front pockets, lined flaps, pencil slide, button closure.
 - Long Sleeve must have adjustable cuffs
 - Short Sleeve must have hemmed sleeve
Heavyweight Shirts:
 - 4.5 oz fabric, 65% polyester / 35% cotton
 - All other features to be same as lightweight shirts above
- b) Men's Casual Pants - Colour: Navy
65% polyester / 35% cotton, flat front, five belt loops, front slash pockets at the seam, hidden fly zipper with button closure, two back welt pockets with button closure, finished hem. Must be made available in 30", 32" and 34" inseam. Easy care, fully constructed, non-pilling.
- c) Ladies Casual Pants - Colour: Navy
97% cotton / 3% spandex, non-pilling, easy care. Flat front, slash pockets, hidden brass zipper and button closure, 5 belt loops, finished hem. Must be made available in 30", 32" and 34" inseams.
- d) Cardigans - Colour: Navy
100% polyester piltrol fabric, 5 button, 2 inset pockets, knitted band at bottom and cuffs of sleeves.
- e) Sweater Vests - Colour: Navy
100% polyester piltrol fabric, v-neck styling with knitted band at bottom.

City of Niagara Falls
SPECIFICATIONS
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2. Uniform - Clothing Specifications....continued

- f) Work Shorts - Colour: Navy
65% polyester / 35% cotton, flat front, 6 belt loops, front slash pockets at the seam, hidden fly zipper with button closure, two back welt pockets with button closure, finished hem, 12" inseam.
- g) Ties - Colour: Navy
100 % polyester, full length
- h) Spring Jacket - Colour Navy
100% Nylon Taslon, fully lined with mesh and taffeta, inside cell phone pocket, zippered front pocket, adjustable Velcro cuffs, elastic draw cord hem, zippered inside security pocket, stand up collar.

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Name of Bidding Company	
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DIFFERENCES OR DEVIATIONS FROM SPECIFICATIONS

Bidders are to state on this form any differences or deviations from the Specifications
for the clothing offered with their bids.

Clothing: _____

State Difference or Deviation from Specifications:

Clothing: _____

State Difference or Deviation from Specifications:

Clothing: _____

State Difference or Deviation from Specifications:

Clothing: _____

State Difference or Deviation from Specifications:

USE SEPARATE PAGE IF NECESSARY

City of Niagara Falls
PRICE SCHEDULE - 1st Page
QUOTATION #Q09-2009
Clothing - Uniforms - Niagara Transit

Name of Bidding Company	
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- Prices are to be quoted, F.O.B. delivered, including the cost of measurement, meetings with Niagara Transit Staff, delivery, individual packaging with names stated and all other charges. Taxes are to be extra.
Prices also to include all costs per the Specifications.
QUANTITIES ARE ESTIMATES ONLY AND NOT FIRM ORDER AMOUNTS
- Prices are to be quoted firm for the twelve month period, April 1, 2009 to March 31, 2010. Bidders must complete all price lines with dollar amounts on the Price Schedule

Description	Estimated Annual Quantity	Unit Price	Extended Price Twelve Month Period
Uniform Shirts - Lightweight Long Sleeve (96)			
Small, Medium Large	51	\$	\$
X Large, XX Large	30	\$	\$
XXX Large and over	15	\$	\$
Uniform Shirts -Lightweight Short Sleeve (95)			
Small, Medium Large	50	\$	\$
X Large, XX Large	30	\$	\$
XXX Large and over	15	\$	\$
Uniform Shirts - Heavyweight Long Sleeve (64)			
Small, Medium Large	34	\$	\$
X Large, XX Large	20	\$	\$
XXX Large and over	10	\$	\$
Uniform Shirts -Heavyweight Short Sleeve (63)			
Small, Medium Large	33	\$	\$
X Large, XX Large	20	\$	\$
XXX Large and over	10	\$	\$
Work Casual Pants - Mens (109)			
Waist Sizes up to 38"	59	\$	\$
Waist Sizes from 40" to 48"	34	\$	\$
Waist Sizes 50" and over	16	\$	\$
Work Casual Pants - Ladies (45)			
Waist Sizes up to 30"	25	\$	\$
Waist Sizes from 32" to 48"	20	\$	\$

City of Niagara Falls
PRICE SCHEDULE - 2nd Page
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Name of Bidding Company	
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QUANTITIES ARE ESTIMATES ONLY AND NOT FIRM ORDER AMOUNTS

Description	Estimated Annual Quantity	Unit Price	Extended Price Twelve Month Period
Work Shorts - Mens (30)			
Waist Sizes up to 38"	16	\$	\$
Waist Sizes from 40" to 48"	10	\$	\$
Waist Sizes 50" and over	4	\$	\$
Work Shorts - Ladies (10)			
Waist Sizes up to 30"	7	\$	\$
Waist Sizes from 32" to 48"	3	\$	\$
Cardigans (Unisex) (24)			
Small, Medium, Large	12	\$	\$
X Large, XX Large	8	\$	\$
XXX Large and over	4	\$	\$
Sweater Vests (unisex) (24)			
Small, Medium, Large	12	\$	\$
X Large, XX Large	8	\$	\$
XXX Large and over	4	\$	\$
Ties (one size)	10	\$	\$
Spring Coat - Mens (33)			
Small, Medium Large	20	\$	\$
X Large, XX Large	10	\$	\$
XXX Large and over	3	\$	\$
Spring Coat - Ladies (15)			
Small, Medium Large	10	\$	\$
X Large, XX Large	5	\$	\$

Price Schedule Continued on next Page

City of Niagara Falls
PRICE SCHEDULE - 3rd Page
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Name of Bidding Company	
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QUANTITIES ARE ESTIMATES ONLY AND NOT FIRM ORDER AMOUNTS

SUB TOTAL COMPLETE FOR TWELVE MONTH PERIOD Total from Price Schedule, Pages 10 and 11	\$
Add: Goods and Services Tax 5%	\$
Add: Provincial Sales Tax 8%	\$
TOTAL BID PRICE PER TWELVE MONTH PERIOD	\$

TRANSFER THE TOTAL BID PRICE PER YEAR TO THE FRONT QUOTATION REQUEST FROM

Bidders agree by submitting a quotation to The City of Niagara Falls that the quantities stated on the Price Schedule Pages are strictly estimates only and will be used by The City for purposes of evaluating the quotation submissions and are not to be understood as firm or future order amounts.

Price Schedule Continued on next Page

City of Niagara Falls
PRICE SCHEDULE - 4th Page
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Clothing - Uniforms - Niagara Transit

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Name of Bidding Company	
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Bidder to state manufacturer, style and style or make number in the appropriate lines below for all items offered on the previous three pages of the Price Schedule.

Item	Manufacturer	Style	Style or Make Number
Uniform Shirts - Lightweight Long Sleeve			
Uniform Shirts - Lightweight Short Sleeve			
Uniform Shirts - Heavyweight Long Sleeve			
Uniform Shirts - Heavyweight Short Sleeve			
Work Casual Pants - Mens			
Work Casual Pants - Ladies			
Work Shorts - Mens			
Work Shorts - Ladies			
Cardigans (Unisex)			
Sweater Vests (Unisex)			
Ties			
Spring Coats - Mens			
Spring Coats - Ladies			

Minimum Delivery Information for F.O.B Delivered Clothing Items:

Minimum Delivery per number of clothing pieces	pieces
Minimum Delivery per dollar amount	\$

Notes:

Bidders who have stated an unreasonable number of clothing pieces or dollar amount for F.O.B. to apply may have their bid submission rejected.

This page may be photocopied and extra copies made if necessary to include more details on manufacturer, style and style number.

Definition: The terms Municipality and City shall be understood to be "The Corporation of the City of Niagara Falls".

1. Mailing Label

For bidders who **are not faxing** their quotation, the attached mailing label (last page) is to be affixed (glued) to an appropriate sized envelope, approximately 9" x 12" and submitted to the Corporation of the City of Niagara Falls prior to the closing date. The delivery location for quotations being delivered is: **The Front Reception**, Municipal Service Centre, Supply and Services Section, 3200 Stanley Avenue, Niagara Falls, Ontario, L2E 6S4. Quotations delivered to any other location at the Municipal Service Centre other than the Front Reception or to any other Municipal Facility may not be accepted.

2. Clarification

It will be the bidder's responsibility to clarify any details in question before submitting a Quotation. All official correspondence in regards to the specifications should be directed to and will be issued by the Manager of Supply & Services or designate for The Corporation of the City of Niagara Falls. The Municipality will assume no responsibility for oral instruction or suggestion.

3. Withdrawal of Quotations

Companies will be permitted to withdraw their Quotation, unopened after it has been deposited, if such a request is received by the Manager of Supply and Services or designate in writing, prior to the time specified for the closing of Quotations.

4. Error & Correction

The Municipality will make all necessary corrections to any Quotation which is in error through addition or extension; the corrected value prevailing.

5. Rights of the Municipality

- a) The Municipality reserves the right, in its absolute discretion to accept a quotation which it deems most advantageous to itself and the right to reject any or all quotations, in each case without giving any notice. The lowest or any quotation will not necessarily be accepted. In no event will the Municipality be responsible for the costs of the preparation of the submission of a quotation from any bidder....
- b) Quotations which contain conditions or otherwise fail to conform to the Instructions to Bidders may be disqualified or rejected. The Municipality may, however, in its sole discretion, reject or retain for its consideration quotations, which are non-conforming because they do not contain the content or form required by the Instructions to Bidders or for failure to comply with the process for submission set out in these Instructions to Bidders.
- c) Except as expressly and specifically permitted in the Instructions to Bidders, no bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in this quotation, and by submitting a quotation each bidder shall be deemed to have agreed that it has no claim.

6. Informal Quotations

Quotations which are incomplete, conditional or obscure, or which contain additives not called for, erasures, alterations or irregularities of any kind, may be rejected as informal. The Municipality reserves the right to waive informalities at its' sole discretion.

7. Notification to Bidders (refer also to Section 29)

Any notice that the Municipality may be required or desired to give to the Bidder shall for all purposes be deemed to have been sufficiently and properly given if forwarded by registered mail, courier, fax or E-mail and addressed to the Bidder and shall irrefutably be presumed to have been received by the Bidder on the third day following such delivery of notice.

8. Adherence to Requirements

The bidder is requested to adhere strictly to all requirements and complete all sections of this Quotation Request including all appendices and addendums. Failure to do so may be sufficient cause for rejection of the bidder's Quotation.

9. Sales Taxes

Both G.S.T. and P.S.T. are extra unless otherwise stated herein.

10. Freedom of Information

Any information including all work as described in these documents, service or product details, prices, statements, and any other information provided by the bidder shall be kept strictly confidential and release of same, except for any details regarding this bid document stated in a report to the Council of the Municipality, shall only be granted in accordance with the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O.1990, c. M.56 as amended.

11. Firm Prices

Prices quoted are to be in Canadian Funds and are to remain firm for acceptance for a minimum period of ninety (90) days after closing date unless otherwise stated herein.

12. Time is of the Essence

The Municipality shall have the right to cancel at any time any contract or any part of any contract resulting from this Quotation in respect to the goods, materials, articles, equipment, work or services, covered thereby, not delivered or performed by the specified time in the written document, without incurring any liability whatsoever in respect hereto. **"Time is of the essence".**

13. Original Quotation Documents

It is to be understood that all terms and conditions, specifications, drawings, plans, all Quotation clauses, and the complete Quotation containing all documents as originally issued by and posted in the Supply and Services Section of The Corporation of the City of Niagara Falls shall constitute the Quotation Request. Any Quotations received that have clauses or any wording or figures, statistics, numbers, quantities or any other items that have been changed or altered in any way shall be rejected and not accepted by The Corporation of the City of Niagara Falls.

14. Agreement in Writing Only

No verbal arrangement or agreement, relating to the goods, materials, articles, equipment, work or services, specified or called for under this Quotation, will be considered binding, and every notice, advice or other communication pertaining thereto, must be in writing and signed by a duly authorized person.

15. Standards and Legislation

The successful bidder may be required to provide written documentation that all materials offered in a bidder's quotation meet all applicable Municipal, Provincial and Federal Government standards, legislation and laws.

16. Failure to Comply with all Quotation Terms

Failure to comply with all terms, specifications, requirements, conditions and general provisions of this Quotation, to the satisfaction of the Municipality, shall be just cause for the cancellation of the contract award. The Municipality shall then have the right to award this contract to any other contractor or to re-issue the Quotation. The Municipality shall assess against the contractor any damages whatsoever as a result of failure to comply.

17. Goods and Materials Suitable for Use

The Bidder warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or contract based on this Quotation, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

18. New Goods and Materials Only

Unless otherwise stated all goods supplied as a result of this Quotation Request shall be new only, never used, of the latest manufacture and not re-manufactured.

19. Indemnification for Patents

- a) The successful bidder shall assume the defence of and indemnify and save harmless the Municipality, its' officers, agents and servants from all claims relating to the products supplied as pertaining to inventions, copyrights, trademarks or patents.
- b) If the Municipality receives a claim that any product or part thereof (herein called "product") manufactured or supplied by the bidder infringes a Canadian patent, it shall notify the bidder promptly in writing and give the bidder information, assistance and exclusive authority to evaluate, defend and settle such claim. The bidder shall then at the bidder's own expense and option (1) settle such claim or (2) procure for the Municipality the right to use such product or (3) replace or modify it to avoid infringement, or (4) defend against such claim.
- c) Provided such timely notice has been given by the Municipality should a court of competent jurisdiction hold such product to constitute infringement, the bidder shall pay any costs and damages finally awarded on account of such infringement and, if the use of such product is enjoined, the bidder shall take as its option, one or more of the actions under (a) or (b) above.
- d) The rights and obligations of the parties with respect to patents or any other industrial property rights are solely and exclusively as stated herein.

20. Payment

- a) The normal payment terms offered by The Corporation of the City of Niagara Falls is net 30 days. Payment terms shall only be modified at the sole discretion of the Municipality to take advantage of discounts for prompt payment or for other terms that shall be deemed to be in the best interests of the Municipality.
- b) The Bidder agrees that the Municipality shall be entitled to the discount stated herein if payment of invoices for the goods specified or called for in or under this Quotation, is made within the period specified herein after receipt and acceptance of such goods by the Municipality.

21. Irrevocability

Quotation submissions are irrevocable and open for acceptance for a period of not less than 90 (ninety) days, unless otherwise stated in these documents, from the closing date of the Quotation as stated herein.

22. Quotation Preparation Costs

The Municipality shall not be responsible for the costs incurred by any Bidder to prepare and submit a Quotation or any subsequent documents relating to a Quotation.

23. Payment in Canadian Funds

Unless otherwise indicated herein, the prices stated are payable in Canadian Funds at the City of Niagara Falls, Canada, and include any Goods and Services Tax, Provincial Sales Tax or any other applicable taxes.

24. Delivery Information

- a) The prices stated in this Quotation cover the goods, materials, articles or equipment, referred to herein, being delivered F.O.B. destination, freight, express, duty and all other charges prepaid, unless otherwise indicated herein. A detailed delivery ticket or piece tally, showing the exact quantity of goods, materials, articles or equipment, shall accompany each delivery thereof. A storekeeper's or other receiver's receipt shall not bind the Municipality to accept the goods, materials, articles or equipment covered thereby, or the particulars of the delivery ticket or piece tally therefor.
- b) In the event that goods, materials, articles or equipment, specified or called for herein, are to be furnished from a point outside Canada at a price which is expressly not to include importation charges into Canada or delivery in the Niagara Falls area, the Canada Customs Invoice in quadruplicate, with Bill of Lading, Export Entry form, Express receipt of advice of shipment by Parcel Post, shall be mailed to the Finance Department, P.O. Box 1023, Niagara Falls, Ontario, Canada, L2E 6X5.
- c) Should an additional tax or duty or any variation in any tax or duty, become directly applicable to goods, materials, articles or equipment, specified or called for in this Quotation, subsequent to its submission by the Bidder and before the delivery of the goods, materials, articles or equipment pursuant to an official order issued by the Municipality the appropriate increase or decrease in the price of such goods, material, articles or equipment, shall be made to compensate for such changes as of the effective date thereof.
- d) Unless otherwise stated, all goods, materials, articles or equipment supplied pursuant to this condition shall be subject to inspection by the Municipality at the point of unloading. No extra charge shall be made by the Vendor for packaging, packing or containers, unless otherwise indicated herein.
- e) The Bidder agrees that the goods, materials, articles, equipment specified or called for in or under this Quotation, will be delivered within the period set out herein as the guaranteed period of delivery or completion after receipt of an official order therefor.

25. Origin of Goods and Materials

Wherever possible, the goods, materials, articles or equipment, specified or called for in or under this Quotation shall be of Canadian origin and manufacture.

26. Protection of the Municipality

The successful bidder shall at all times well and truly save, defend, keep harmless and fully indemnify the Municipality and its servants, employees and agents, from and against all actions, suits, claims, demands, loss, costs, charges, damages and expense, brought or made against or incurred by the Municipality, its servants, employees or agents, in any way relating to goods, materials, articles or equipment, supplied pursuant to this Quotation.

27. Erasures and Alterations

Any erasures, alterations or cross-outs must be initialled in ink by the bidder. Failure to do so may result in the rejection of the bidder's quotation by the Municipality.

28. W.H.M.I.S. Requirements

The successful bidder must supply a supplier label and appropriate Material Safety Data Sheet under the W.H.M.I.S. legislation and Hazardous Protection Act for all controlled products to be supplied per this bid document. Any controlled good supplied without appropriate data sheet and proper labelling will not be accepted and will be returned at the sole cost to the successful bidder

29. Notification of Potential Bidders not Guaranteed

The Municipality posts notification of all bids on its Internet Web Site. Bidders are to review the Municipality's Web Site to inform themselves of any bid opportunities. The Municipality shall not guarantee that previous successful bidders nor any bidders shall be notified by any means electronic or otherwise of any bid opportunity. It is the responsibility of any potential bidder to make inquiries with the Supply and Services Section of the Municipality regarding any current or upcoming bid opportunity.

30. Bidder's Expenses

Bidders are solely responsible for their own expenses in preparing a quotation and for subsequent negotiations with the City, if any. If the City elects to reject all quotations received, the City will not be liable to any Bidder for any claims, whether for costs or damages incurred by the Bidder in preparing the quotation, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

31. Limitation and Waiver of Damages

The Bidder, by submitting a quotation, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process. The Bidder, by submitting a quotation, also waives any claim for loss of profits if no agreement is made between the Bidder and the City.

32. Bid Results

Notification of the prices received by any or all bidders shall not be made known until City staff have had sufficient time to review all bids received. Any notification of prices received shall be in accordance with the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O.1990, c. M.56 as amended.

33. Removal from Bidders List

The Municipality reserves the right to remove from its list of bidders, for an indeterminate period, the name of any bidder who fails to execute or accept a contract or purchase order or for unsatisfactory performance on any previous or current contract held with the Municipality or if the bidder is currently involved in litigation of any kind against the Municipality.

34. Additional Requirements

The Corporation of the City of Niagara Falls reserves the right to add or delete items listed herein following award of any contract(s) or purchase order(s) resulting from this bid document. Unit prices stated by the bidder shall apply.

35. Extension of Contract or Purchase Order

The time period duration of any contract or purchase order resulting from this Quotation may be extended for a specific period provided that both the Municipality and the successful bidder agree to such extension. The Municipality may notify the successful bidder at any time to seek an extension.

36. Award of Contract

- a) The award of any contract that may result from this Quotation may be subject to budget approval. The Corporation of the City of Niagara Falls reserves the right to negotiate price or terms with the low bidder should the bid price be over the budget allotted for this project. Items identified in the bidder's offer may be eliminated to lower the overall total price of the bidder's quotation. Should negotiations with the low bidder not be successful, the City reserves the right to enter into negotiations with the next lowest bidder or bidders or to cancel the bid outright or to cancel and recall the quotation.
- b) Prior to an award, the Quotation Form and the Quotation submitted becomes part of the contract document or Purchase Order. The bidder must accept the Municipality's Contract or Purchase Order which will supersede all other contracts. The Municipality reserves the right to reject any Quotations which may be restricted by the clauses in a bidder's Contract or Quotation.

37. Limitation and Waiver of Damages

The Bidder, by submitting a quotation, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process. The Bidder, by submitting a quotation, also waives any claim for loss of profits if no agreement is made between the Bidder and the City.

38. Bid Results

Notification of the prices received by any or all bidders shall not be made known until City staff have had sufficient time to review all bids received. Any notification of prices received shall be in accordance with the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O.1990, c. M.56 as amended.

39. Order of Precedence

In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following descending order:

- Purchase Order (award document)
- Addendums (if any) as issued
- Instructions to Bidders
- General Conditions
- Front Quotation Request Form
- Price Schedules
- Any drawings, plans or photographs attached to these documents.

40. Anti Lobbying Restrictions and Required Disclosure

- a) Bidders, their company staff members, or anyone involved in preparing their quotation submission must not engage in any form of political or other lobbying whatsoever with respect to this project or seek to influence the outcome of the quotation and subsequent procurement process. This anti-lobbying restriction extends to all City staff and elected Council members of The City.
- b) In the event of any such lobbying, The City may reject any quotation submission by that bidder without further consideration and terminate that bidder's right to continue in the quotation and any subsequent procurement process. All correspondence or contact by interested parties with The City must be directly and only with The City contact person identified in this quotation document. It should be duly noted by all bidders that this anti-lobbying restriction extends from the release date of this quotation through to the date and time when The City formally awards the contract by purchase order or other means. Any lobbying undertaken during this time frame by any bidder or the bidder's company staff members, or anyone involved with their quotation submission may result in immediate disqualification from the process. This anti-lobbying restriction is not meant to affect the day-to-day operations of The City, its staff and the elected Council of the City that may necessarily include contact with potential proponents to this RFP regarding other business.
- c) This section shall not be intended to disallow any meetings, interviews or clarifications requested or authorized by The City, its authorized staff, The City's Project Liaison Officer or their authorized designates.

41. Quotation Submission and Correspondence in English

Quotation submissions must be prepared in English and bidders must be able to converse and correspond fluently in English directly or through an interpreter supplied by and at the total cost to the bidder.

42. Liability for Errors

While the City has used considerable efforts to ensure an accurate representation of information in this Quotation, the information contained in this Quotation is supplied solely as a guideline for bidders. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this Quotation document is intended to relieve bidders from forming their own opinions and conclusions with respect to the matters addressed in this Quotation document.

43. Agreement with Terms

By submitting a proposal the bidder agrees to all the terms and conditions of this Quotation document. Bidders who have obtained this Quotation document and any addendums electronically must not alter any portion of these documents. To do so will invalidate the quotation and the bidder's delivered quotation submission will be rejected.

44. Modification of Terms and Addendums

The City reserves the right to modify the terms of the Quotation document. Any modifications or changes to the Quotation will be issued in the form of an addendum and will be sent to all bidders who have picked up or have requested a copy of the Quotation from the City. The Quotation and any addendums will also be posted on the City's Bid Opportunities Web Site.

45. Litigation with The City

No quotation submission will be accepted from any bidder who has a claim or has instituted a legal proceeding against the City or against whom the City has a claim or has instituted a legal proceeding, without the prior approval of City Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this Quotation.

46. Suspension of Activity

- a) All bidders are advised and put on notice that notwithstanding anything else contained in this Quotation that all Bidders are forewarned and advised that if The City chooses not to proceed with this Quotation process or any subsequent procurement process or any stage including, without limitation, the completion of the Quotation process, the commencement, implementation or completion of any Quotation process or other procurement process and/or the award, negotiation or the finalization of any agreement or contract and that accordingly, all Bidders acknowledge and agree that if any such processes are suspended, terminated or cancelled at any time or times during any stage of the Quotation or subsequent procurement process (if any) by The City, then the bidders shall have no claim against The City for any costs, expenses, losses including loss of profits, liabilities or damages whatsoever.
- b) The City reserves the right to exercise complete and unfettered discretion in all aspects of the conduct of the Quotation and any subsequent procurement process, the assessment and evaluation of Quotation submissions, including the determination of criteria and the selection, if any, of a successful bidder, without incurring any liability whatsoever to any bidder, including any liability for costs, expenses, losses or damages, and without giving any reasons therefore.
- c) Without limiting the generality of the foregoing, The City, in its sole and unfettered discretion, reserves the right to change the dates, schedules and deadlines set out in this Quotation document, or to change the scope of the project, or to cancel the Quotation or the Project, without stating reasons therefore and accordingly The City also reserves the right to accept or to reject any or all of the Quotation submissions and The City reserves the right to proceed as, in its sole and unfettered discretion, following receipt of the Quotation submissions, including, without limitation, issuing a second or more, or a modified Quotation for the project or entering into contract negotiations with any bidder.
- d) The lowest priced Quotation Submission received will not necessarily be accepted.
- e) The issuance of this Quotation document and the receipt of any Quotation submission by any bidder does not commit The City to award a Contract or Purchase Order or to pay any costs incurred in the preparation of any Quotation by any bidder, or in any bidder's attendance at any meetings with The City.

47. Adjustments to Quotation Submissions After Closing Date

No adjustments by any bidders to their Quotation submissions will be permitted after the stated closing date for this Quotation, except as otherwise provided herein.

FROM:

Quotation Request #Q09-2009

Clothing - Uniforms - Niagara Transit

CLOSING: March 10, 2009 - 2:00 p.m.

QUOTATION

DELIVER UNOPENED TO:

The City of Niagara Falls
Municipal Service Centre
Front Reception
3200 Stanley Avenue
Niagara Falls, Ontario
L2E 6S4

ATTENTION: SUPPLY & SERVICES