



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 874-2014

SUPPLY AND DELIVERY OF TRANSIT SUPERVISOR JACKETS

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	1
B6. Substitutes	2
B7. Bid Submission	3
B8. Bid	3
B9. Prices	4
B10. Qualification	5
B11. Opening of Bids and Release of Information	6
B12. Irrevocable Bid	6
B13. Withdrawal of Bids	6
B14. Evaluation of Bids	7
B15. Award of Contract	7

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Unfair Labour Practices	1
D3. Scope of Work	1
D4. Contract Administrator	1
D5. Ownership of Information, Confidentiality and Non Disclosure	1
D6. Notices	2

Submissions

D7. Authority to Carry on Business	2
------------------------------------	---

Schedule of Work

D8. Commencement	2
D9. Delivery	2
D10. Liquidated Damages	3
D11. Orders	3
D12. Records	3

Measurement and Payment

D13. Invoices	3
D14. Payment	4
D15. Purchasing Card	4

Warranty

D16. Warranty	4
---------------	---

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Goods	1
E3. Materials	1
E4. Construction	2
E5. Back	2

E6. Front	3
E7. Epaulets	3
E8. Sleeves	3
E9. Cuff	3
E10. Hood	4
E11. Inside Pockets	4
E12. Specification for Shell Fabric	5
E13. Winnipeg Transit Supervisor Jacket	8
Appendix A: Measurements for Transit Supervisor Jacket	9

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF TRANSIT SUPERVISOR JACKETS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 17, 2014.

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 D4.1.

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 7 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 B14.
- 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.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (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, to constitute a responsive Bid.
- B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a).
- B7.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.

- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 9 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. QUALIFICATION

B10.1 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.

B10.2 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>

B10.3 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);
- (d) Be limited to Canadian goods:
- (e) With reference to the Canadian Certification clause, apparel goods are to be considered to be Canadian goods according to the North American Free Trade Agreement Rules of Origin as follows:
 - (i) Apparel goods classified in Chapters 61 and 62 of the Harmonized System that are both cut (or knit to shape) and sewn in Canada will be considered Canadian goods.

B10.4 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.

B10.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

Representative Sample

B10.6 Further to C.9, the Bidder shall, upon request of the Contract Administrator within twenty (20) Business Days provide representative samples of the goods offered and test results for the shell fabric.

B10.6.1 The Bidder shall provide the following: one (1) sample of item (1) (size extra large) for evaluation.

B10.6.2 The Bidder shall provide a one (1) metre sample for the shell fabric.

B10.6.3 The Bidder shall provide a Laboratory Analysis displaying complete test results in accordance with the physical property requirements as displayed in E13: Specification for Shell Fabric. Testing must be performed by an independent accredited Canadian test laboratory and must be in accordance with the test methods as detailed in E13:

Specifications for Shell Fabric. The laboratory report and results must be dated after the Bid Opportunity posting date.

- B10.7 The quality of the representative samples received from the Bidder must meet or exceed the Specifications stated in E2 through E12 and Appendix A: Measurements of Transit Supervisor Jacket. The samples shall meet the shell fabric specifications listed in E13.
- B10.8 Failure to supply the sample(s) with the prescribed time interval stated in B10.6, and/or the sample(s) fail to meet the specifications stated in E2 through E12 and/or Appendix A: , Measurements of Transit Supervisor Jacket and/or E13 Specification for Shell Fabric, may result in a failure to demonstrate that he is responsible and qualified to perform the Work.
- B10.9 The Bidder shall be responsible for all freight costs associated with the delivery and return of samples provided.
- B10.10 The Bidder must ensure that the required representative samples are manufactured in accordance with the specifications and is/are fully representative of the bid submitted. Rejection of the samples will result in the bid being declared non-responsive.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

- B11.1 Bids will not be opened publicly.
- B11.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B11.3 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 Division website at <http://www.winnipeg.ca/matmgt>
- B11.4 The Bidder is advised that any information contained in any Bid 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.

B12. IRREVOCABLE BID

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 8 of Form A: Bid.
- B12.2 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 8 of Form A: Bid.

B13. WITHDRAWAL OF BIDS

- B13.1 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.
 - B13.1.1 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.
 - B13.1.2 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 9 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
 - B13.1.3 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 9 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.

B13.2 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 B12.2 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.

B14. EVALUATION OF BIDS

B14.1 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 B10 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B14.5 This Contract will be awarded as a whole.

B15. AWARD OF CONTRACT

B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B15.2 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.

B15.2.1 Without limiting the generality of B15.2, 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.

- B15.3 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 B14.
- B15.3.1 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.
- B15.4 Notwithstanding C4 and Paragraph 5 of Form A:Bid, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 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
- 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 transit supervisor jackets for the period from November 1, 2014 until October 31, 2015, with the option of three (3) mutually agreed upon one (1) year extensions.

D3.1.1 The City may negotiate the extension option with the Contractor within sixty (60) 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 November 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D3.1 The Work shall be done on an "as required" basis during the term of the Contract.

D3.1.1 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.

D3.1.2 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. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:
Ron Martin, SCMP
Inventory Coordinator- Transit Stores
Telephone No.: 204- 986-6864
Email: RonMartin@winnipeg.ca

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 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 Contractor's own use, or for the use of any third party.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

- D5.3 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.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

- D6.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg
Chief Financial Officer
Facsimile No.: 204- 949-1174

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

SCHEDULE OF WORK

D8. COMMENCEMENT

- D8.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D8.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D9. DELIVERY

- D9.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to:
- Winnipeg Transit-Stores
421 Osborne St
Winnipeg, Mb, R3L 2A2.
- D9.1.1 Goods shall be delivered within forty two (42) Calendar Day(s) of the placing of an order, unless otherwise allowed by the User at the time of ordering.
- D9.1.2 Initial start up delivery will be eighty (80) Calendar Days. This will allow the company to purchase materials and manufacture surplus inventory to provide "as required" delivery.

D9.2 If delivery times required in D9.1.2 or D9.1.1 cannot be achieved, the Bidder may request an alternate amount of Calendar days in accordance with B6.

D9.3 Goods shall be delivered between 7:00 a.m. and 2:00 p.m. on Business Days.

D10. LIQUIDATED DAMAGES

D10.1 If the Contractor fails to achieve delivery of the goods within the time specified in D9. Delivery the Contractor shall pay the City sixty-seven dollars (\$67.00) per Calendar Day for each and every effected Transit Supervisor for each day of clothing shortage until the goods have been delivered.

D10.2 The amount specified for liquidated damages in D10.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve delivery by the day fixed herein for same.

D10.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D11. ORDERS

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

D12. RECORDS

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

D12.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

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

D12.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D13. INVOICES

D13.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:

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

Facsimile No.: 204- 949-0864

Email: CityWpgAP@winnipeg.ca

D13.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;

- (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
- (f) the Contractor's GST registration number.

D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D13.4 Bids Submissions must be submitted to the address in B7.5

D14. PAYMENT

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

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

D15. PURCHASING CARD

D15.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.

D15.2 The Contractor's credit card website/gateway shall have appropriate current Payment Card Industry Data Security standards (PCI DSS) certification, (<https://www.pcisecuritystandards.org/index.shtml>). The credit card gateway shall meet the credit card data security requirements outlined by the Payment Card Industry Security Standards Council (PCI SSC) for service providers and/or software vendors.

WARRANTY

D16. WARRANTY

D16.1 Warranty is as stated in C11.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

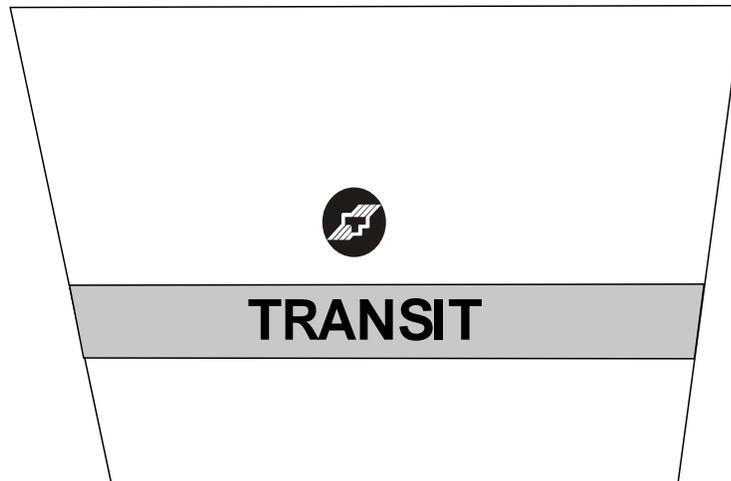
- E1.1 These Specifications shall apply to the Work.
- E1.2 The following are applicable to the Work:
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.
- E1.4 The specifications have been created in consultation with Peerless Garments.
- E1.4.1 In the City's opinion, this relationship or association does not create a conflict of interest, or will not likely create a perception of conflict of interest because of this full disclosure and related information.
- E1.5 Contractor shall manufacture the bus operator shirts at a Canadian manufacturing facility. Proof of location of facility is required.

E2. GOODS

- E2.1 The Contractor shall supply and deliver transit supervisor jackets in accordance with the requirements hereinafter specified.

E3. MATERIALS

- E3.1 Shell: Tri laminate consisting of 100% polyester shell with DWR finish, a membrane that provides high level of waterproofness and breathability, and a 100% polyester warp tricot knit backing.
- (a) The primary colour shall be Hi Vis fluorescent yellow green for the upper body and secondary colour shall be black for the lower body and trim.
- (b) All seams shall be seam sealed with commercially available tape compatible with the waterproof moisture vapour permeable shell material. The colour shall coordinate with the backing material.
- E3.2 Pocketing: The pocketing shall be porous nylon or polyester warp knit mesh 62g/m² ±6g/m². The colour shall be black.
- E3.3 Thread: Polyester core R50 Tex in matching colour.
- E3.4 Retro Reflective Marking and Lettering:
- (a) The retro reflective markings shall be silver reflective material in the form of a heat transfer. There shall be 2" strips of this material set as follows: Forming an X across the back, down each front and around the circumference of the body and sleeve.
- (b) These shall meet the retro reflective performance standards outlined in Section 6 Table 5 in the CAN/CSA Z96/02 High Visibility Safety Apparel standard. All retro reflective marking shall meet a minimum coefficient that are determined in the procedures defined in ASTM E808 and E809.
- (c) On the back of the jacket, interrupting the "X" there shall be a Black 4 x 12 ½" heat sealed crest with the word "TRANSIT" written in silver reflective material.
- (d) The word "TRANSIT" will be heat set in black lettering on the silver reflective that is set on the sleeve cuff. Centered ¾" above the word "TRANSIT" will be a black Transit medallion logo. The logo will be about 2 3/8" in diameter.



E3.5 Shoulder Badges: Shoulder flashes shall be provided by Winnipeg Transit.

E3.6 Slide Fasteners: All Slide fasteners will be black. The slide fasteners, excluding the inside pockets, shall have black commercially available ribbon zipper pulls.

Front	#5 plastic open end separating one way
Front Pockets	#5 coil with a non-lock slider one way with long tab
Sleeve Pockets	#5 coil with a non-lock slider one way with short tab
Side opening/Pit zip	#5 coil, PU coated, closed end with double sliders set head to head
Inside pockets	#4 coil closed end one way

E3.7 Hook and Loop Fastener Tape: Shall be black woven nylon with a high life cycle.

E3.8 Cord Locks Hood: Oval Cord Lock with two holes, spring loaded, in black nylon.

E3.9 Hem: Flat Cord lock with loop, spring loaded, in black nylon.

E3.10 Eyelets: Black in colour with a 3/16" diameter hole.

E3.11 Shock Cord: Black round elastic shock cord 3.5mm.

E3.12 Domes: Standard 24 ligne, with a 15mm powder coated black cap. All metal parts to be brass.

E3.13 Elastic: Side seam strap made of double layer of black 1" wide pre-shrunk woven polyester elastic. The cuff has knitted preshrunk 1 1/4" wide elastic.

E3.14 Ribbon: 1" gross grain ribbon is used for the microphone loop. 3/8" gross grain ribbon used at the back hem and for the hanger loop.

E4. CONSTRUCTION

E5. BACK

E5.1 The upper body shall be in the Hi Vis yellow green material. It shall have 2" silver reflective heat set in an "X" formation, along with a row of reflective across the bottom of the hi vis panel.

- (a) There will be a large black 4 x 12 1/2" "TRANSIT" heat set label interrupting the X.
- (b) Stitched to the bottom of the hi vis back panel will be a black shaped piece that forms the drop tail of the jacket.

- (c) The back hem will be faced with self-fabric. This facing will form a channel which encases a shock cord.
- (d) The shock cord will be adjusted on the left side with a double barrel cord lock.
- (e) The cord lock will be attached to the hem with a gross grain tape.

E6. FRONT

- E6.1 The upper fronts shall be in the Hi Vis yellow green material. There shall be 2" silver reflective heat set down each front, and across the bottom of the Hi Vis panel.
- (a) There will be an 8" zipper pocket set on each front. The pocket will be covered by a fully fashioned contrasting welt. The bottom of the welt will be fastened with a dome closure.
 - (b) On each front near the neck line will be a microphone loop made of 1" gross grain tape. The microphone loop will finish 2" wide.
 - (c) The lower front will be cut from the secondary colour of the shell fabric. This piece will be stitched and topstitched to the upper body.
 - (d) The fronts and backs shall be joined at the shoulder and edge stitched. The Hi Vis outer collar will be set along the neckline and edge stitched.
 - (e) There will be a two toned fly on each front. The fly will be sandwiched between the front and the front placket. The fly and placket will extend into the collar. A one way #5 zipper with plastic molded teeth will be set to the front placket.
 - (f) The contrasting inside collar will have a separate neck band which is joined with the wrong side showing. The seam will be edge stitched. There will be full length front facings along the front closure and at the front hem.

E7. EPAULETS

- E7.1.1 The epaulets will be cut in the contrasting black shell. They will be stitched, turned and topstitched with one row of edge stitching. A dome will be set ½" from the point. The epaulets will be set over the shoulder seams.

E8. SLEEVES

- E8.1 The upper front and back sleeve and sleeve pocket will be cut in the Hi Vis fabric.
- (a) The upper front and back sleeve panels will have 2" silver reflective set along the bottom edge.
 - (b) The front sleeve will receive additional "Transit" lettering centered on the silver reflective. Centered above the lettering will be a heat set black Transit medallion logo.
 - (c) A 7 or 8" zipper (depending on the size) will be set to the pocket and edge stitched. A Winnipeg Transit crest will be stitched onto each sleeve pocket so that it will finish 1" from the armhole seam and align to the centre of the sleeve when worn. The pocket will be set to the sleeve with an edge stitch.
 - (d) A contrasting panel of shell fabric will be set to the lower sleeve and edge stitched.

E9. CUFF

- E9.1 There is an adjustable sleeve cuff cut in the secondary black fabric.
- (a) The cuff will consist of an elasticized panel stitched to a flat panel. Enclosed in the seam connecting the two will be a self-fabric tab used to adjust the cuff. The tab will have a piece of hook fastener 1" x 2" and the flat cuff panel will have a piece of loop tape 1" x 5". The cuff will be stitched and edge stitched to the contrasting lower sleeve.
 - (b) The sleeves will be set to the armholes and edge stitched. Each side seam will have a PU coated Vislon pit zip that runs from the hem to about 4" passed the sleeve underarm. The

zipper shall be set and topstitched so that the shell fabric forms a welt to cover the zipper teeth. At the bottom of the side zipper closure there will be a double elastic tab which finished 3 ¼" long. At the end of the tab there will be a dome which aligns to the dome at the side front hem of the jacket.

E10. HOOD

E10.1 The three piece top hood shall be joined and edge stitched.

- (a) The upper hood will be attached to the back hood with a 1" hood channel that runs from the bottom face to the crown.
- (b) An additional channel will be formed along the front face of the hood when the contrasting front facing is set. A shock cord will be enclosed in the hood channels and will be pass through a button hole set at each side of the bottom front hood. The cord will be threaded through a double barrel cord lock and knotted into place. The neck edge of the hood shall be faced. And three domes will be distributed along the neck edge so that the hood can dome to the collar neckline.
- (c) All critical seams of the jacket and hood must be sealed.

E11. INSIDE POCKETS

E11.1 The jacket shall have vertical inside zipper pockets set into a shell pocket band which is positioned at chest level.

- (a) The pocket bags will be cut out of micro mesh fabric and shall be sewn so that the outer edge is clean finished with ¼" topstitching. To hold the pocket in place a piece of sealing tape will be stitched onto the outer edge and tucked into the armhole seam.

E12. SPECIFICATION FOR SHELL FABRIC

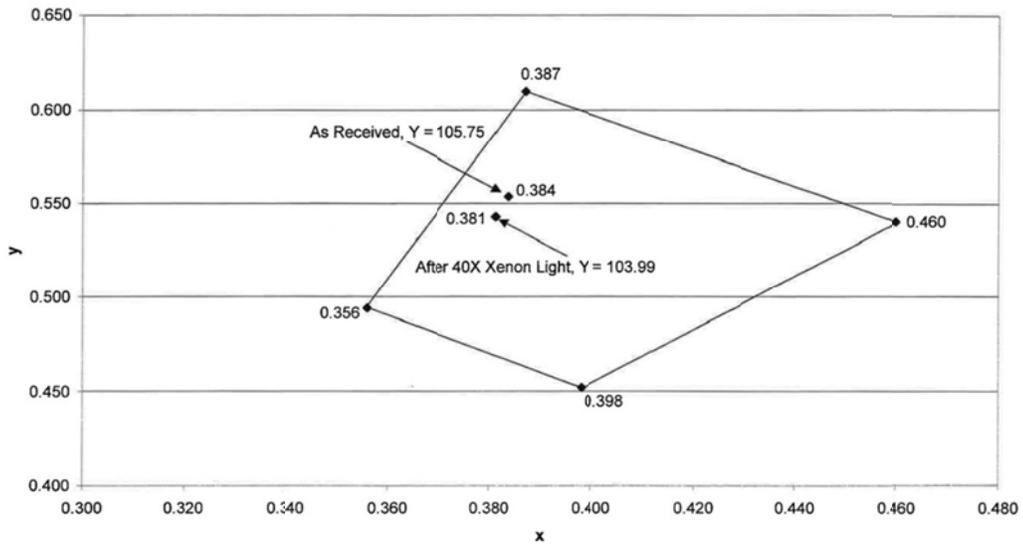
Test/Method	Section	ANSI/ISEA 107 REQUIREMENTS
Determination of Color ASTM E1164-09 (Single layer)	7.1.1 9.2	Test specimen must fulfill the colorimetric requirements of Table 2 for background material
As Submitted	7.1.1	
After exposure to 40 xenon fading units per AATCC 16-2004 Opt 3	7.1.2 7.2.4	
Determination of Color ASTM E1164-09 (Two layers of the same material)	7.1.1 9.2	Test specimen must fulfill the colorimetric requirements of Table 2 for background material
As Submitted	7.1.1	
After exposure to 40 xenon fading units per AATCC 16-2004 Opt 3	7.1.2 7.2.4	
Colorfastness Crocking AATCC 8-2007	7.2.1	Wet 3.0 Dry 3.0
Colorfastness Perspiration AATCC 15-2007	7.2.2	Shade change 4.0 Staining 3.0

Test/Method	Section	ANSI/ISEA 107 REQUIREMENTS
Dimensional change Domestic AATCC 135-2004 (3)IIIA(iii) @ 105°	7.3.1	Woven L +/- 4% W +/-2%
		Knit L +/- 7% W +/-5%
Ball Bursting Strength ASTM D3787-07 (Knitted)	7.4.1	267 N (60 lb) (27.2kg)
Tear Resistance ASTM D1424-09 (Woven)	7.4.2	13 N (3 lb) (1.3kg) Avg. force machine Avg. force cross-machine
Breathability ASTM E96-05 Procedure B/BW	7.6	600g/m2/24 hr microporous 3600g/m2/24 hr hydrophilic

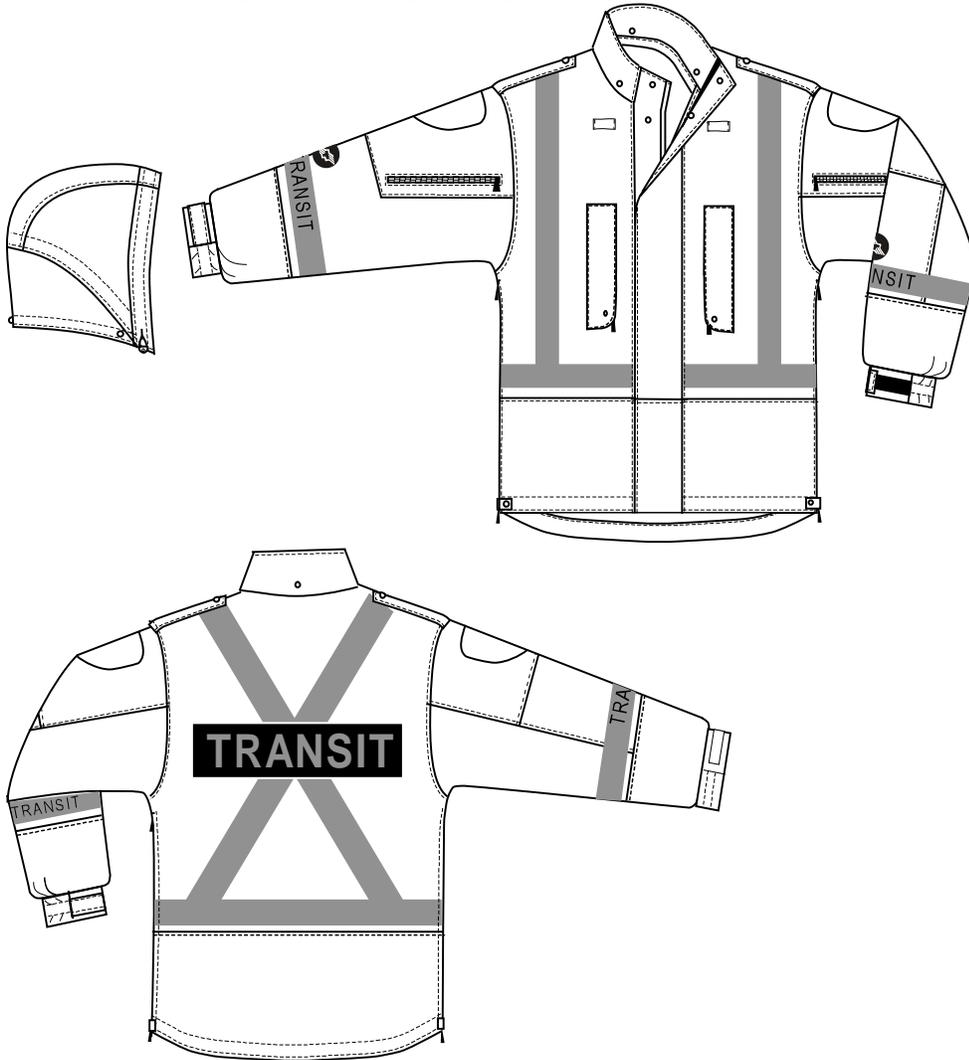
Test/Method	Section	ANSI/ISEA 107 REQUIREMENTS
Colorfastness Domestic/Commercial Laundry AATCC 61-2007-2A 105°F Modified	7.2.3 Table 3	Shade Change 4.5 Staining 3.0
Colorfastness Domestic/Commercial Laundry AATCC 61-2007-3A 160°F	7.2.3 Table 3	Shade Change 4.5 Staining 3.0
Test/Method	Section	ANSI/ISEA 107 REQUIREMENTS
Colorfastness Domestic/Commercial Laundry AATCC 61-2007-5A 160°F Modified	7.2.3 Table 3	Shade Change 4.5 Staining 3.0
Colorfastness Water AATCC 107-2007	7.2.3 Table 3	Shade Change 3.0 3.0
Colorfastness Hypochlorite Bleaching AATCC 61-2007-4A	7.2.3 Table 3	Fading 4.0
Colorfastness Hypochlorite Bleaching AATCC 61-2007-5A	7.2.3 Table 3	Fading 4.0
Colorfastness Hot-pressing AATCC 133-2004	7.2.3 Table 3	Shade Change: 4.5 Staining: 3.0
Colorfastness Dry Cleaning AATCC 132-2004-5A	7.2.3 Table 3	Shade Change 4.0

Test/Method	Section	ANSI/ISEA 107 REQUIREMENTS
Dimensional change Domestic AATCC 96 IIIC-A and/or E@145°F	7.3.1	Woven L +/- 4% W +/-2%
	7.3.1	Knit L +/- 7% W +/-5%
Hydrostatic Pressure Testing AATCC 127	7.5.3	200cm (78.74in) Both Originally After 5X washings
Water Resistance AATCC 35	7.5.2	1 gm of water Penetration Level 1
Water Repellency AATCC 22	7.5.1	90 New 70 After 5X washings

**Chromaticity Coordinates
 BERNEA.A.053012A
 Fluorescent Yellow-Green
 ANSI 107-2010 Requirement: Y > 70**



E13. WINNIPEG TRANSIT SUPERVISOR JACKET



APPENDIX A: MEASUREMENTS FOR TRANSIT SUPERVISOR JACKET

	XS	S	M	L	XL	XXL
back length	29 1/4	30	30 3/4	31 1/2	32 1/4	33
chest	44	47	50	53	56	59
hem	41	44	47	50	53	56
sleeve length from centre back	33 3/4	35	36 1/4	37 1/2	38 3/4	40