



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 565-2016

SUPPLY AND DELIVERY OF HAZARDOUS MATERIAL SUITS

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. Disclosure	5
B11. Qualification	5
B12. Opening of Bids and Release of Information	5
B13. Irrevocable Bid	6
B14. Withdrawal of Bids	6
B15. Evaluation of Bids	6
B16. 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. Definitions	1
D5. Contract Administrator	1
D6. Ownership of Information, Confidentiality and Non Disclosure	2
D7. Notices	2

Submissions

D8. Authority to Carry on Business	2
------------------------------------	---

Schedule of Work

D9. Commencement	2
D10. Delivery	3
D11. Orders	3
D12. Records	3

Measurement and Payment

D13. Invoices	3
D14. Payment	4

Warranty

D15. Warranty	4
---------------	---

PART E - SPECIFICATIONS

General

E1. Applicable Specifications	1
E2. Goods	1
E3. Approved Products	3

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF HAZARDOUS MATERIAL SUITS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 4, 2016.

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

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

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

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

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

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

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

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

B4. CONFIDENTIALITY

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

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

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

B5. ADDENDA

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

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

B6. SUBSTITUTES

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

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

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (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 B15.1(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 10 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.

B9.1.2 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.

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

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

B10. DISCLOSURE

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

- (a) Protective Clothing Solutions

B11. QUALIFICATION

B11.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- (d) Be a Canadian Vendor, having a place of business in Canada where the bidder conducts activities on a permanent basis and that is clearly identified by name and is accessible during normal working hours.

B11.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

B11.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B11.5 The Bidder shall, within (20) Business days of a request by the Contract Administrator, provide a representative sample of Goods offered.

B11.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

B12.1 Bids will not be opened publicly.

- B12.2 Following the Submission Deadline, the names of the Bidders and 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>
- B12.3 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>
- B12.4 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.

B13. IRREVOCABLE BID

- B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B13.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B14. WITHDRAWAL OF BIDS

- B14.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B14.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.
- B14.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B15. EVALUATION OF BIDS

- B15.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
 - (c) Total Bid Price;

(d) economic analysis of any approved alternative pursuant to B6.

B15.2 This Contract may be awarded as a whole or separately by item.

B15.3 Notwithstanding B9.1, the Bidder may, but is not required to bid on all items.

B15.4 Notwithstanding B16.3, the City shall not be obligated to award any item to the responsible Bidder submitting the lowest evaluated responsive Bid for the item and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on all items, he/she shall have no claim against the City if his/her partial Bid is rejected in favour of an award of the Contract as a whole.

B16. AWARD OF CONTRACT

B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B16.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B16.2.1 Without limiting the generality of B16.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B16.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B15.

B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

B16.4 Notwithstanding C4 and Paragraph 6 of Form A:Bid, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B16.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- 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 hazardous material suits for the period from August 1, 2016 until July 31, 2019, with the option of two (2) mutually agreed upon one (1) year extensions.

D3.2 Approximate Quantities shown on Form B Prices are for a 3 year duration.

D3.2.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on August 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D3.3 The Work shall be done on an "as required" basis during the term of the Contract.

D3.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D3.3.2 Notwithstanding C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D3.4 Notwithstanding D3.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D4. DEFINITIONS

D4.1 When used in this Bid Opportunity:

- (a) "**representative samples**" means the sample submitted will be exactly what will be provided for the duration of the Contract and must meet specifications;

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Rolfe Kajpust
Safety Manager
2546 McPhillips Street
Winnipeg, Manitoba R2P 2T2
Telephone No.: 204-794-4617

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 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.
- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

- D7.1 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
- D7.2 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B7.**

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 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

D9. COMMENCEMENT

- D9.1 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.
- D9.2 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 D8;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D10. DELIVERY

- D10.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to 2546 McPhillips Street (Stores Receiving Door M1 – South Side of Building).
- D10.1.1 Goods shall be delivered within sixty (60) Business Day(s) of the placing of an order, unless otherwise allowed by the User at the time of ordering.
- D10.2 Goods shall be delivered between 7:30 a.m. and 3:30 p.m. on Business Days.

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.
- D11.2 Initial order will be Quantity of 20 – Kappler Zytron 500 Style # Z5H580 Vapor Total Encapsulating Suit and Quantity of 8 – Kappler Frontline 500 Style #F5H58091 Suit.

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

D14. PAYMENT

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

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

WARRANTY

D15. WARRANTY

D15.1 Warranty is as stated in C11.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E2. GOODS

- E2.1 The Contractor shall supply and deliver of hazardous material suits in accordance with the requirements hereinafter specified.

- E2.2 Item No. 1 – Hazardous Material Suit -Vapor Total Encapsulating Suit - CE Type 1a.

E2.2.1 Design Requirements

- (a) The garment shall be constructed from a multiple layer film based composite material comprised of a non-woven substrate laminated on both sides with a five layer barrier film on the outside and a seven layer barrier film on the inside.
- (b) Orange in Color
- (c) All seams shall be stitched with nylon thread and covered with heat sealed seam tape on the inside and outside of the seam. The seam tape used to cover the seams shall be of a similar composition as the films used in the base fabric and offer the same chemical resistance as the fabric.
- (d) The garment shall be a front entry, expanded back design with a 48" gas tight PVC zipper. The Zipper shall have heavy-duty metal teeth. Overlapping double storm flaps made of the base fabric shall cover the zipper. The storm flaps shall have hook and loop closure.
- (e) The expanded view visor shall be made of a 40 mil FR PVC lens with 5 mil FEP overlay.
- (f) The expanded backpack of the garment shall be sized to accommodate an SCBA.
- (g) The garment shall have knee reinforcements.
- (h) The garment shall be constructed with sleeves designed such as to allow the worker to easily remove his hands into the inside of the suit, but without excessive material under the arms which can catch on sharp objects.
- (i) The 2N1 TM glove system shall consist of an integrated nylon film liner glove inside a 25mil butyl glove attached to the garment with a ring and clamp.
- (j) The garment shall contain an internal 2" waist belt system for support and improved fit.
- (k) The Garment shall be constructed with two (2), one-way Pirelli exhalation valves. The exhaust valve flappers shall be of a ridged design. The exhalation valves shall contain a special molded cover to improve vapor intrusion resistance. Valves shall be protected from splash by valve covers made of the suit material.
- (l) The suit shall be constructed with sock boots made from the base material to allow the use of a replaceable over boot. The boot area shall be covered by a splash guard made of the suit material. Sock boots are designed to be worn inside outer over boots.
- (m) Garments are packed one per case. Garments must be packaged in reusable storage bags with carrying handles. Bags shall have zipper closures.
- (n) Available in sizes: XS – 5X combination sized garments
- (o) Weights: 14 lbs/6.35 kg to 18 lbs/8.16 kg

E2.2.2 Performance Requirements

- (a) Garment shall meet the requirements of EN 943-1:2002, Protective clothing against liquid and gaseous chemicals, aerosols and solid particles Performance requirements for ventilation and non-ventilated "gas-tight" (Type 1) and "non-gas-tight" (Type 2) chemical protective suits. This includes determination of leak-tightness of gas tight suits (inflation test) in accordance with EN 464.
- (b) Garment fabric shall be tested to ASTM F 739 Standard Test Method for Resistance of Protective Clothing Materials to Permeation by Liquids or Gases Under Conditions of Continuous Contact, and exhibit no breakthrough for at least eight hours against a minimum of 180 chemicals.
- (c) Garment seams shall be tested to ASTM F 739, Standard Test Method for Resistance of Protective Clothing Materials to Permeation by Liquids and Gases Under Conditions of Continuous Contact, and exhibit no breakthrough for 60 minutes against the ASTM F 1001 list of chemicals.
- (d) Garment fabric and seams be tested in accordance with NFPA 1994, Standard on Protective Ensembles for First Responders to CBRN Terrorism incidents, and show no breakthrough for eight hours against mustard (HD), sarin (GB), lewisite (L) and nerve (VX) chemical warfare agents.
- (e) The Hazardous Material Suit will have **no shelf life**.

E2.2.3 Service Requirements

- (a) The manufacturer shall have the HazMatch® technical information support system that includes an online and app based software selection program.
- (b) The garments shall have a breast logo that includes the Chem Scan TM QR code that provides real time access to chemical test data for the fabrics.
- (c) The manufacturer shall have a 24 hour emergency contact number for special response need.
- (d) The manufacturer shall have the ability to install a new or used respirator pass through that is supplied by the Winnipeg Fire Paramedic Service.
- (e) The manufacturer shall provide an accessory digital pressure test kit to ensure accuracy of garment testing.

E2.3 Item No. 2 - Hazardous Material Suit -Vapor Total Encapsulating Suit

E2.3.1 Design Requirements;

- (a) The garment shall be constructed from a multiple layer film based composite material comprised of a fire retardant treated non-woven fabric laminated on the outside with a metallized polyester chemical barrier film and laminated on the inside with an additional chemical barrier film. A heat blocking and fire retardant adhesive is used on the outside lamination and a fire retardant adhesive is used on the inside lamination.
- (b) Reflective silver in color.
- (c) All seams shall be stitched with nylon thread and covered with high visibility orange heat sealed seam tape on the outside of seam and another layer of white tape on the inside. The seam tape used to cover the seams shall be of a similar composition as the films used in the base fabric and offer the same chemical resistance as the fabric.
- (d) The garment shall be a front entry, expanded back design with a 48" gas tight PVC zipper. The zipper shall have heavy-duty metal teeth. Overlapping double storm flaps made of the base fabric shall cover the zipper. The storm flaps shall have hook and loop closure.
- (e) The expanded backpack of the garment shall be sized to accommodate an SCBA.
- (f) The expanded view visor shall be made of a 40 mil FR PVC lens, with 5 mil FEP overlay.
- (g) The garment shall be constructed with sock boots made from Zytron 500 chemical barrier fabric to improve comfort and fit with a chemical over boot. The boot area shall be covered by a splash guard made of the suit material.

- (h) The garment shall have knee reinforcements.
- (i) The garment shall be constructed with sleeves designed such as to allow the worker to easily remove his hands into the inside of the suit, but without excessive material under the arms which can catch on sharp objects.
- (j) The 2N1 TM glove system shall consist of an integrated nylon film liner glove inside a 35 mil butyl glove attached to the garment with a ring and clamp. The outer glove is Kevlar.
- (k) The garment shall contain an internal 2" waist belt system for support and improve fit.
- (l) The garment shall be constructed with two (2), one-way exhalation valves. The exhaust valve flappers shall be of a ridged design. The exhalation valves shall contain a special molded cover to improve vapor intrusion resistance. Valves shall be protected from splash by valve covers made of the suit material.
- (m) Garments are packed one per case. Garments must be packaged in reusable storage bags with carrying handles. Bags shall have zipper closures.
- (n) Available in sizes: XS – 5X combination sized garments
- (o) Weights: 15 lbs/6.80 kg to 21 lbs/9.53 kg

E2.3.2 Performance Requirements

- (a) Garment shall be certified to NFPA 1991, Standard on Vapor-Protective Ensembles for Hazardous Materials Emergencies, 2005 Edition, including optional liquefied gas and chemical flash fire protection.
- (b) Garment shall be tested to ASTM F 1930, Test Method for evaluation of Flame Resistant Clothing for Protection Against Flash Fire Simulations Using an Instrumented Manikin, and exhibit zero percent body burn during a six second exposure.
- (c) Garment fabric shall be tested to ISO 17492, Clothing for Protection against Heat and Flame, and exhibit a thermal protective performance (TPP) value of thirty two.
- (d) Garment fabric shall be tested to ASTM F 739, Standard Test Method for Resistance of Protective Clothing Materials to Permeation by Liquids or Gases Under Conditions of Continuous Contact, and exhibit no breakthrough for at least eight hours against a minimum of 150 chemicals.
- (e) The Hazardous Material Suit will have **no shelf life**.

E2.3.3 Service requirements

- (a) The manufacturer shall have the HazMatch® technical information support system that includes an online and app based software selection program.
- (b) The garments shall have a breast logo that includes the Chem Scan TM QR code that provides real time access to chemical test data for the fabrics.
- (c) The manufacturer shall have a 24 hour emergency contact number for special response need.
- (d) The manufacturer shall have the ability to install a new or used respirator pass through that is supplied by the Winnipeg Fire Paramedic Service.

E2.4 Item No. 3 – Pass through Assembly Hansen

- (a) MSA Product # 803620-03

E3. APPROVED PRODUCTS

E3.1 The following products are approved;

- (a) Kappler, Zytron 500 – Style Z5H580
- (b) Kappler, Frontline 500 – Style F5H58091
- (c) MSA Pass Thru Assembly, Hansen Product # 803620-03