



THE CITY OF WINNIPEG

TENDER

TENDER NO. 1115-2025

SUPPLY AND DELIVERY OF BUS OPERATOR JACKETS

TABLE OF CONTENTS

PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices

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	4
B11. Conflict of Interest and Good Faith	4
B12. Qualification	5
B13. Opening of Bids and Release of Information	7
B14. Irrevocable Bid	7
B15. Withdrawal of Bids	7
B16. Evaluation of Bids	7
B17. Award of Contract	8

PART C - GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Accessible Customer Service Requirements	2
D6. Supplier Code of Conduct	2
D7. Unfair Labour Practices	2

Submissions

D8. Authority to Carry on Business	3
------------------------------------	---

Schedule of Work

D9. Commencement	3
D10. Delivery	3
D11. Liquidated Damages	4
D12. Supply Chain Disruption Schedule Delays	4
D13. Adjustments for Changes in Laws, Taxes or Tariffs	4
D14. Orders	5
D15. Records	5

Measurement and Payment

D16. Invoices	5
D17. Payment	5

Warranty

D18. Warranty	6
---------------	---

Dispute Resolution

D19. Dispute Resolution	6
-------------------------	---

Third Party Agreements

D20. Funding and/or Contribution Agreement Obligations

7

PART E - SPECIFICATIONS

E1. Applicable Specifications	1
E2. Goods	1
E3. Components	3
E4. Slide Fasteners	3
E5. Trim Components	4
E6. Cutting	5
E7. Sewing	5
E8. Shoulder Flashes	5
E9. Construction	5
E10. Measurement and Sizing	11

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Supply and Delivery of Bus Operator Jackets

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 21, 2026.

B2.2 The Contract Administrator or the Manager of Purchasing 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 Tender, 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 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B3.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

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 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 Tender 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 Tender, 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.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Bidder is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B6. SUBSTITUTES

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Tender.
- 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 five (5) 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 their 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 they wish 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 their 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 B16.

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/Proposal; and
- (b) Form B: Prices.

B7.2 All components of the Bid shall be fully completed or provided and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.

B7.3 The Bid shall be submitted electronically through MERX at www.merx.com.

B7.3.1 Bids will **only** be accepted electronically through MERX.

B7.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

B8. BID

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

B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in their own name, their 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 their 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/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in their 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 their duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than their 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/Proposal should be entered 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.

B9.4 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B9.5 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

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) Peerless Garments Ltd. - Specifications.

B11. CONFLICT OF INTEREST AND GOOD FAITH

B11.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B11.3 In connection with their Bid, each entity identified in B11.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B11.4 Without limiting B11.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B11.5 Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B12. QUALIFICATION

B12.1 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.

B12.2 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, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B12.3 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;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B12.4 and D5).

B12.4 Further to B12.3(d), the Bidder acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B12.5 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.

B12.6 The Bidder shall provide and submit, within (15) Business Days of a request by the Contract Administrator:

- (a) Representative Samples of Goods offered, and as described in Section E as follows:
 - (i) One (1) Representative Sample of Bus Operator Jacket 3-in-1 - Item No. 31, Size Large as specified in E2.4, which shall also include:
 - (i) Analysis of the materials showing complete test results in accordance E10.3. The test results shall detail the technical requirements and be as follows:
 - ◆ Testing must be in accordance with the test methods detailed in the Requirement; and
 - ◆ Report and test results must be dated within twelve (12) months prior to B2.1 Bid Submission Date.
 - (ii) One (1) Representative Sample of Bus Operator Fleece – Item No. 3, Size Large as specified in E2.5.
- (b) The quality of the Representative Samples received from the Bidder must meet the specifications stated in Section E;
- (c) The size dimensions of the Representative Sample must meet the dimensions stated in the Measurement Chart stated in E10;
- (d) Fabric of the Representative Sample must meet the specifications E10.3;
- (e) The manufacturer name and part number must be visible on each Representative Sample provided.

B12.6.1 Failure to supply the sample unit(s) within the time period stated in B12.6 may result in the Bid being determined to be non-responsive.

B12.6.2 The Bidder shall be responsible for all freight costs associated with the delivery and return of samples.

B12.7 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.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bids will not be opened publicly.

B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.

B13.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.

B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B14. IRREVOCABLE BID

B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B14.2 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 until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B15. WITHDRAWAL OF BIDS

B15.1 A Bidder may withdraw their Bid without penalty at any time prior to the Submission Deadline.

B16. EVALUATION OF BIDS

B16.1 Award of the Contract shall be based on the following bid evaluation criteria:

- compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
- qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
- Total Bid Price; and
- economic analysis of any approved alternative pursuant to B6.

B16.2 Further to B16.1(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.

B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.

B16.4 Further to B16.1(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.

B16.4.1 Further to B16.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B16.5 This Contract will be awarded as a whole.

B17. AWARD OF CONTRACT

B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B17.2 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 qualified, and the Bids are determined to be responsive.

B17.2.1 Without limiting the generality of B17.2, 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 their 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.

B17.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B16.

B17.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B17.4.1 The Contract Documents, as defined in C1.1(p), 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.

B17.5 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

C0.1 The *General Conditions for the Supply of Goods* (Revision 2020-01-31) 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, Purchasing Division website at
http://www.winnipeg.ca/matmgt/gen_cond.stm

C0.2 A reference in the Tender 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. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of Supply and Delivery of Bus Operator Jackets for the period from February 1, 2026, until January 31, 2027, with the option of five (5) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

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

D2.1.3 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D2.2 The Work shall be done on an "as required" basis during the term of the Contract.

D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.2.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of their actual operational requirements.

D2.3 Notwithstanding D2.1, 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.

D3. DEFINITIONS

D3.1 When used in this Tender:

(a) **"Representative Sample"** means the sample submitted will be **exactly** what will be provided for the duration of the contract and shall meet all specifications;

(b) **"Supply Chain Disruption"** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Victor Leitao, SCMP
Stores Contracts Officer

Telephone No.: 431.323.3745

Email Address: vleitao@winnipeg.ca

D5. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D5.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D5.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg’s behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D5.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

D6. SUPPLIER CODE OF CONDUCT

D6.1 The Contractor has reviewed and understands the City’s Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>

D6.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.

D6.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

D7. UNFAIR LABOUR PRACTICES

D7.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) <https://www.ilo.org/global/lang--en/index.htm> conventions as ratified by Canada.

D7.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

D7.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).

D7.4 Failure to provide the evidence required under D7.3, may be determined to be an event of default in accordance with C16.

D7.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.

D7.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.

D7.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D7.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.

D7.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

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 they are 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:

- the Contract Administrator has confirmed receipt and approval of:
 - evidence of authority to carry on business specified in D8;
 - evidence of the workers compensation coverage specified in C6.17;
 - the direct deposit application form specified in D17.
- 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:

Winnipeg Transit Stores – FRG1
421 Osborne Street
Winnipeg, Mb, R3L 2A2

- D10.1.1 Goods shall be delivered within ninety (90) Business Days of the placing of an order.
- D10.2 Initial start-up delivery shall be one hundred and eighty (180) Business days from the date of award.
- D10.3 After the initial start-up delivery stated in D10.2, Goods shall be delivered in accordance with D10.1.1.
- D10.4 The Contractor shall off-load goods as directed at the delivery location.

D11. LIQUIDATED DAMAGES

- D11.1 If the Contractor fails to achieve delivery of the goods within the time specified in D10 Delivery the Contractor shall pay the City seventy-three dollars (\$73.00) per Calendar Day for each and every Calendar Day until the goods have been delivered.
- D11.2 The amount specified for liquidated damages in D11.1 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.
- D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D12. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D12.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.
- D12.2 If the Contractor is delayed in the performance of the Work by reason of Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D12.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of material or goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D12.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D12.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D12.5 The Work schedule, including the durations identified in 0 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D12.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D13. ADJUSTMENTS FOR CHANGES IN LAWS, TAXES OR TARIFFS

- D13.1 Further to C10.4 and subject to C6.13, the Contract Price shall be adjusted if any change in a law or tax imposed under the Excise Act, the Excise Tax Act, the Customs Act, the Customs Tariff, The Mining Tax Act (Manitoba), or The Retail Sales Tax Act (Manitoba), by an act of the

Congress of the United States of America, or by Executive Order by the President of the United States under the International Emergency Economic Powers Act of the United States of America or similar legislation:

- (a) occurs after the Submission Deadline;
- (b) applies to Material; and
- (c) affects the cost of that Material to the Contractor.

D13.2 Further to C10.5, if a change referred to in C10.4 occurs, the Contract Price shall be increased or decreased by an amount equal to the amount that is established, by an examination of the relevant records of the Contractor, to be the increase or decrease in the cost incurred that is directly attributable to that change, and which the Contractor has proven to the Contract Administrator represents the minimum amount of increase necessary in order to obtain necessary Material or Plant. For the avoidance of doubt, the Contractor shall be required to provide satisfactory proof that it has investigated alternative options for obtaining equivalent Material or Plant and reducing or eliminating the increase in Contract Price, up to and including entering into purchase agreements with vendors located in other jurisdictions, in order for Contractor to be able to avail itself of the increase in Contract Price permitted under this clause.

D14. ORDERS

D14.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D15. RECORDS

D15.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D15.2 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.

D15.3 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

D16. INVOICES

D16.1 Further to C10, the Contractor:

- (a) shall submit invoices for Work performed in accordance with the instruction on the City's website at: <https://www.winnipeg.ca/finance/corporate-accounts-payable.stm>; and
- (b) should copy the Contract Administrator on submission of its invoice.

D17. PAYMENT

D17.1 Further to C10, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://legacy.winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

WARRANTY

D18. WARRANTY

D18.1 Warranty is as stated in C11.

DISPUTE RESOLUTION

D19. DISPUTE RESOLUTION

D19.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D19.

D19.2 The entire text of C19.4 is deleted, and amended to read: "Intentionally Deleted"

D19.3 The entire text of C19.5 is deleted, and amended to read:

(a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Division Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D19.4 Further to C19, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

(a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.

(b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:

- (i) The Contract Administrator;
- (ii) Supervisory level between the Contract Administrator and applicable Department Head;
- (iii) Department Head.

D19.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.

D19.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D19.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.

D19.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D19.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C19.

THIRD PARTY AGREEMENTS

D20. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D20.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D20.2 Further to D20.1, in the event that the obligations in D20 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations (“Funding Costs”) shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D20.3 For the purposes of D20:

- (a) **“Government of Canada”** includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) **“Government of Manitoba”** includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D20.4 Modified Insurance Requirements

D20.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all subcontractors and subconsultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.

D20.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.

D20.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D20.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D20.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D20.5 Indemnification By Contractor

D20.5.1 In addition to the indemnity obligations outlined in C15 of the General Conditions for Goods, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D20.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
- (b) any damage to or loss or destruction of property of any person; or
- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

D20.6 Records Retention and Audits

D20.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D20.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Goods, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D20.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D20.7 Other Obligations

D20.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D20.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D20.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D20.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D20.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts,

unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D20.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

PART E - SPECIFICATIONS

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. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

E2. GOODS

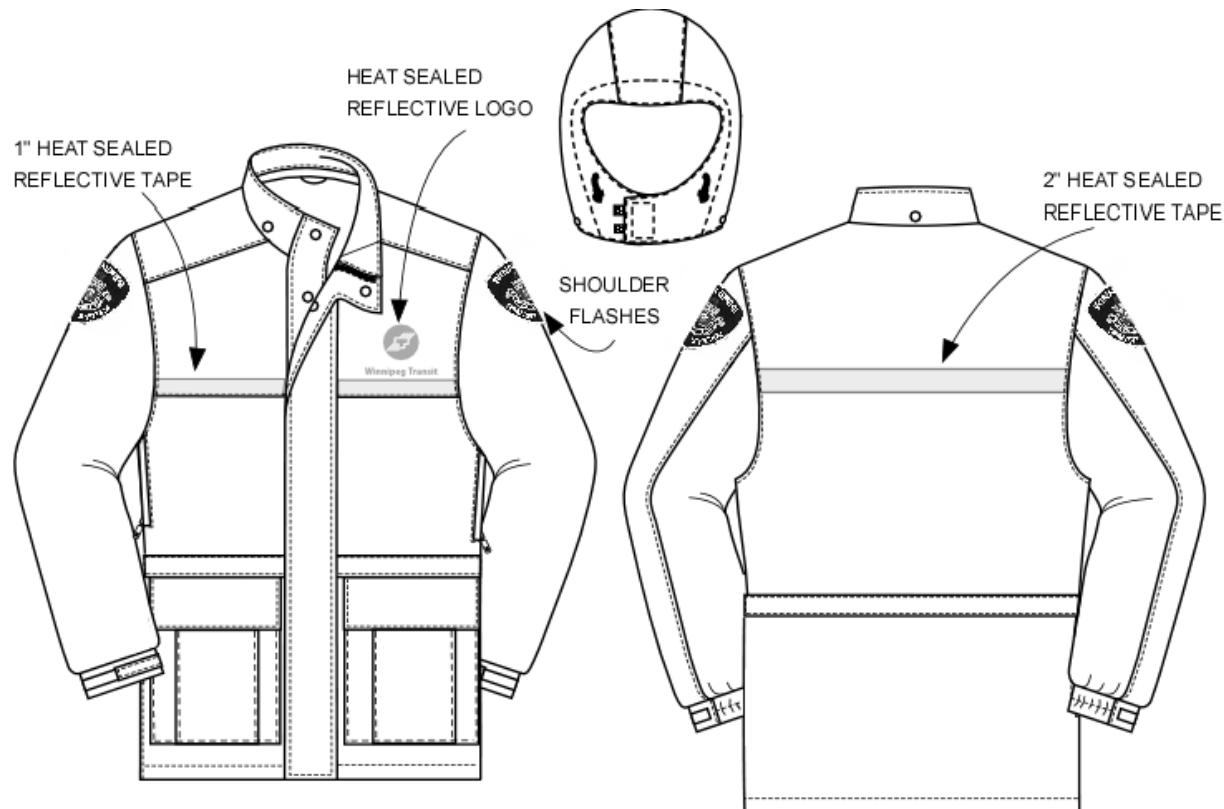
E2.1 The Contractor shall supply and deliver bus operator jackets in accordance with the requirements hereinafter specified.

E2.2 Winnipeg Transit will supply all shoulder flashes. The Contractor is responsible for sewing the shoulder flashes onto the garment.

E2.3 All heat-sealed reflective tape and Transit logo shall be silver in color and stitched-in.

E2.4 Item No. 29 through 57 - Bus Operator Jacket 3-in-1 shall be as follows:

(a) All Season Outerwear System – herein identified as Outer Shell

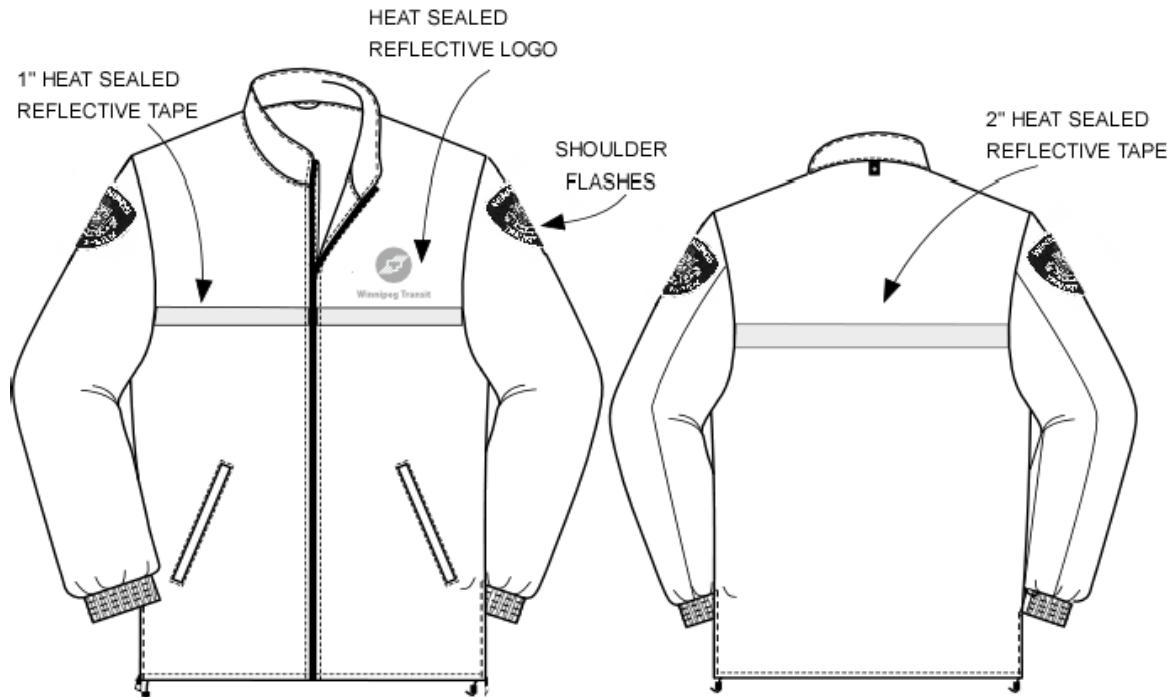


Outer Shell shall be an All Season 3-in-1 instructor length parka and shall include the following:

1. Double fly front over two-way slide fasteners;
2. Heat-sealed and stitched-in reflective tape on front and back yokes and centre hood;
3. Reflective logo on front chest;
4. Underarm vents with slide fastener;
5. Large front cargo pockets with hand warmer pockets;
6. Shock cord at hem and waist channel;

7. Dome off hood;
8. Pen holder under front fly;
9. Hanger loop in neck seam;
10. Zip out liner;
11. Shell seams are sealed with compatible tape;
12. Shell: 100% Supplex nylon with a waterproof breathable polyurethane coating;
13. Lining: 100% nylon.

(b) Zip-out Liner with Set in Sleeves – herein identified as Inner Shell



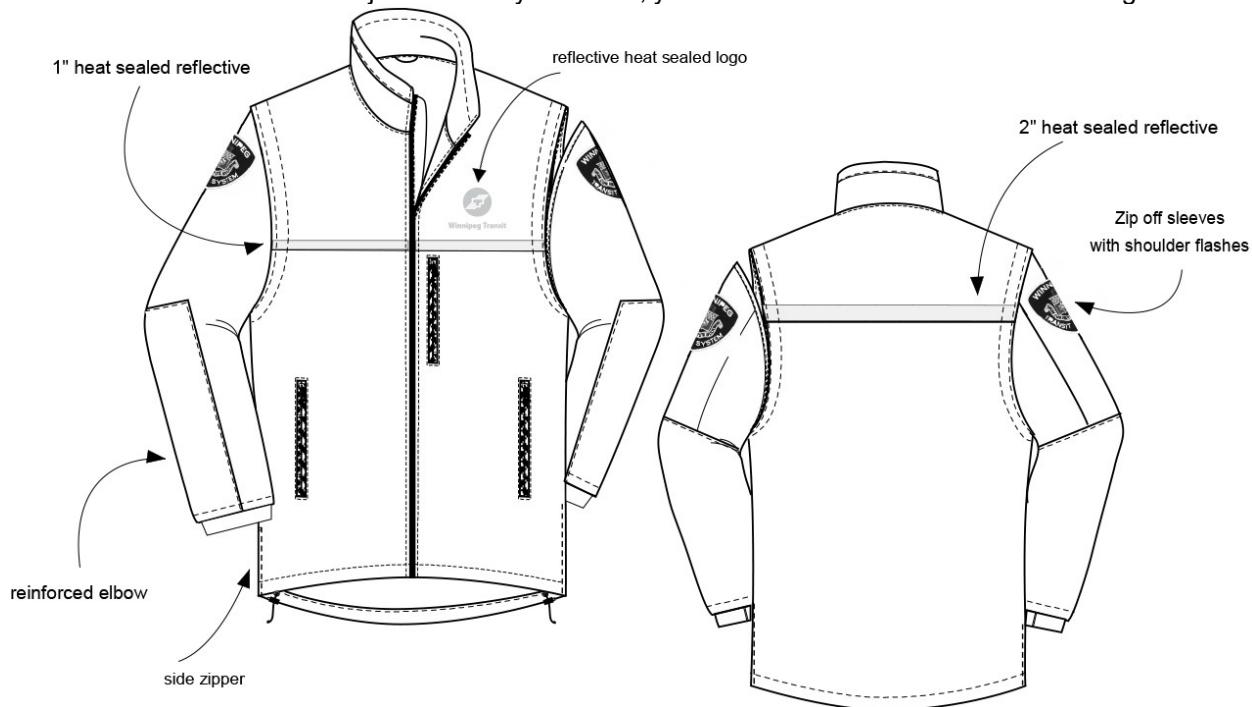
Inner Shell shall include the following:

- (ii) Zip out jacket with quilt lining;
- (iii) Set in sleeve with elasticized cuff;
- (iv) Heat-sealed and stitched-in reflective tapes on the front and back yokes;
- (v) Welt pockets over coil zipper or Velcro closure;
- (vi) Stand collar;
- (vii) Front slide fastener with inside storm fly;
- (viii) Side zips at hem;
- (ix) Hanger loop in neck seam;
- (x) Shell: 100% Supplex micro coated nylon;
- (xi) Lining: 100 % down proof Spinnaker nylon 85g/m²;
- (xii) 100% polyester interlining: before being layered has a CLO value of 540.

E2.5 Item No. 1 through 28 – Bus Operator Fleece - Black shall be as follows:

(a) Soft Shell Fleece Garment with Zip-off Sleeve – herein identified as Soft Shell Fleece

Soft shell fleece jacket with nylon elbow, yoke and collar shall include the following:



- (i) Zip off sleeve with nylon knit storm cuff;
- (ii) Heat-sealed and stitched-in reflective tape on the front and back yokes;
- (iii) Zipper pockets and chest zip pocket;
- (iv) Stand collar with fleece liner;
- (v) Front slide fastener with inside storm fly;
- (vi) Side zips at bottom hem;
- (vii) Shock cord at hem;
- (viii) Hanger loop in neck seam;
- (ix) Shell: 100% polyester fleece bonded mesh (305g/m²), anti-pill surface;
- (x) Trim: 100% nylon.

E3. COMPONENTS

E3.1 Shall have the following:

- (a) Outer Shell:
 - (i) Jet Black: 100% Supplex nylon with PU coating, waterproof breathable. Refer to E10.3(a);
 - (ii) Seam Tape: Commercially available 1" tape, must be compatible with the shell material; and
 - (iii) Lining: Jet Black: 100% nylon.
- (b) Inner Shell:
 - (i) Jet Black: 100% nylon: Refer to E10.3(b); and
 - (ii) Interlining: 100% Polyester with a CLO value of no less than 540 before layering.
- (c) Soft Shell Fleece:
 - (i) Jet Black: 100% Polyester fleece bonded mesh (305g/m²(meter squared));
 - (ii) Anti-pill fleece.

E4. SLIDE FASTENERS

E4.1 Shall have the following:

- (a) Outer Shell:
 - (i) Jet Black;
 - (ii) Front - Class III Type 9 Plastic Molded, YKK two-way open end #5 Vislon separating;
 - (iii) Inner Front - Class III Type 10 Plastic Molded, YKK two-way open end reversible #5 Vislon separating; and
 - (iv) Pit zip - Class II Type 11 Monofilament with PU coating YKK two-way closed end #5 coil closed.
- (b) Inner Shell:
 - (i) Jet Black;
 - (ii) Front of garment - Class III Type 10 Plastic Molded YKK two-way open end reversible #5 Vislon separating;
 - (iii) Pocket zip - Class III Type 1 Monofilament YKK one-way #5 coil closed end; and
 - (iv) Side zip - Class III Type 1 Monofilament. YKK one-way #5 coil non separating open end.
- (c) Soft Shell Fleece:
 - (i) Jet Black;
 - (ii) Front of garment - Class III Type 9 Plastic Molded YKK two-way open end #5 Vislon separating;
 - (iii) Pocket zip - Class III Type 1 Plastic Molded YKK one-way #5 Vislon non separating open end; and
 - (iv) Arm hole - Class III Type 4 Monofilament YKK one-way #5 coil open end separating.

E5. TRIM COMPONENTS

E5.1 All garments shall have the following:

- (a) Thread: Color match material:
 - (i) Seaming: Spun Polyester Tex 45;
 - (ii) Serging: Spun Polyester Tex 27.
- (b) Reflective components:
 - (i) Color – silver;
 - (ii) Heat sealed reflective tape 2" across back yoke set about 5 $\frac{3}{4}$ " above underarm point, and 1" wide at front yokes set $\frac{1}{2}$ " above seam;
 - (iii) Heat sealed Winnipeg Transit Logo centered on left front yoke $\frac{1}{2}$ " above reflective. Must meet CSA standard Z96-02.
- (c) Hook and Loop Fastener Tape:
 - (i) Class I Type II Hook and Loop: Color: Black;
 - (ii) Woven nylon with high life cycle. Combined hook and loop should have no less than 8 P.S.I. length wise tear strength. Initial peel strength should not be less than 1 P.I.W. and after 1000 cycles should not be less 0.5 P.I.W with a minimum shear of 4 P.S.I. 1" at pocket closure and cuff.
- (d) Elastic cord: Color: Jet Black:
 - (i) Commercially available round elastic shock cord 3.5mm used at hem and waist. Must not exceed 2" from channel on each side.
- (e) Draw cord locks: Color - Jet Black:
 - (i) Commercially available, flat type, black acetyl with non corrosive metal spring and attachment slot.
- (f) Label: Color - White:
 - (i) Label must have washing instructions and fibre content;
 - (ii) Label should have line for employee id. Set label on inside chest pocket.
- (g) Eyelets: Color - Jet Black:

- (i) Black oxidized finish spur eyelets size 3/16".
- (h) Snap Fasteners: Color - Jet Black:
 - (i) Black oxidized finish with a phosphorous bronze spring.
- (i) Elastic:
 - (i) 2" commercially available preshrunk, knitted polyester lycra, with an elongation of 125%.
- (j) Gross Grain Tape:
 - (i) 3/4" gross grain tape used at cuff and neckline to hold liner in place.

E6. CUTTING

E6.1 All parts of each jacket shall be cut from the same fabric dye lot, in the direction of the warp; the specified materials shall be cut and used in accordance with the best commercial standards and practices.

E7. SEWING

E7.1 Stitching shall be lock-stitch Type 301 or lock chain stitch Type 401 and having between 8 and 10 stitches per inch. Ends of all seams and stitching and any breaks in thread shall be securely backstitched. Stitching shall present a regular even appearance without fabric pucker and shall be free from skips, faulty tension or other malfunctions.

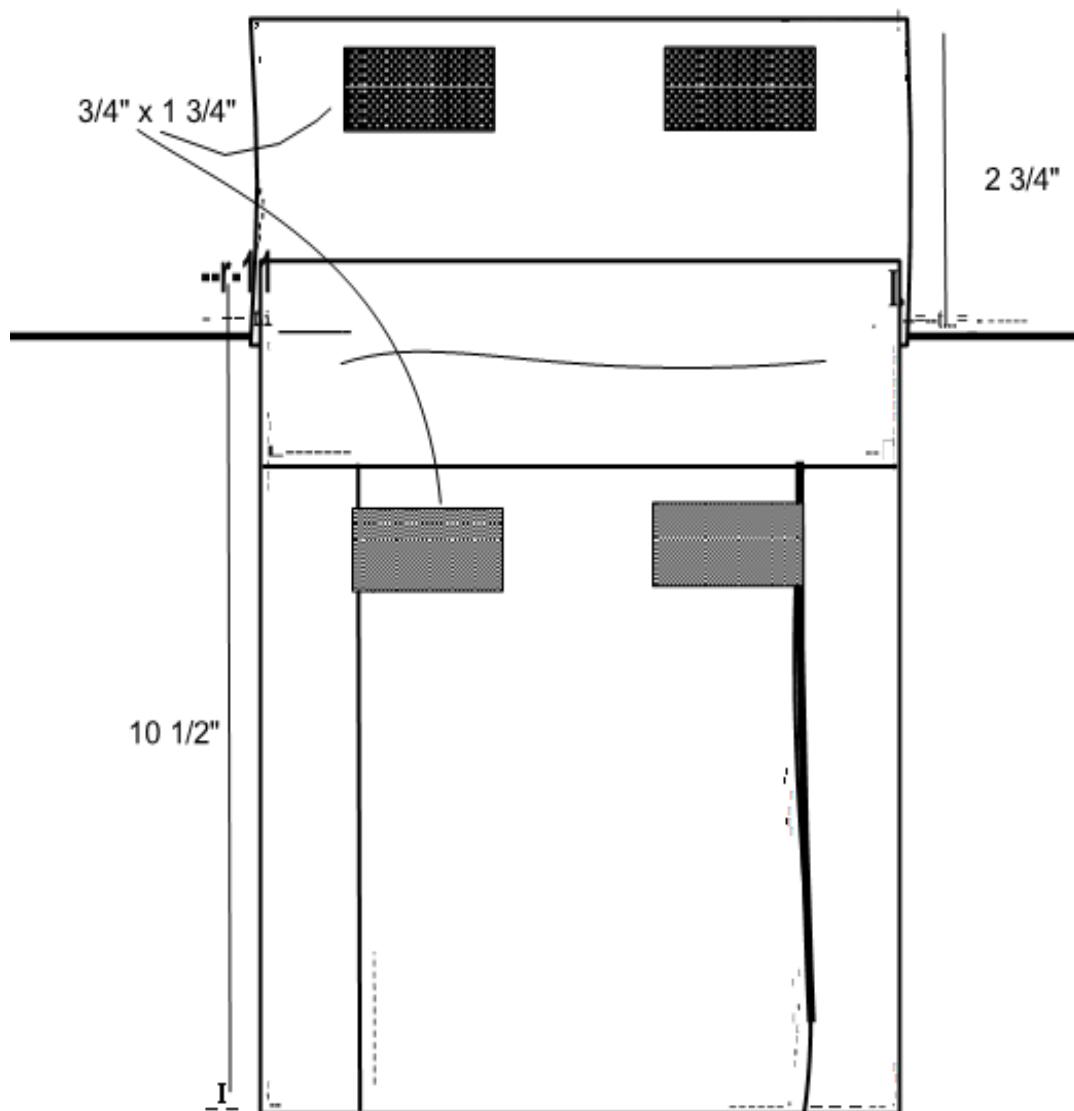
E8. SHOULDER FLASHES

E8.1 Shoulder flashes will be supplied by Winnipeg Transit and will be sewn on by the Contractor.

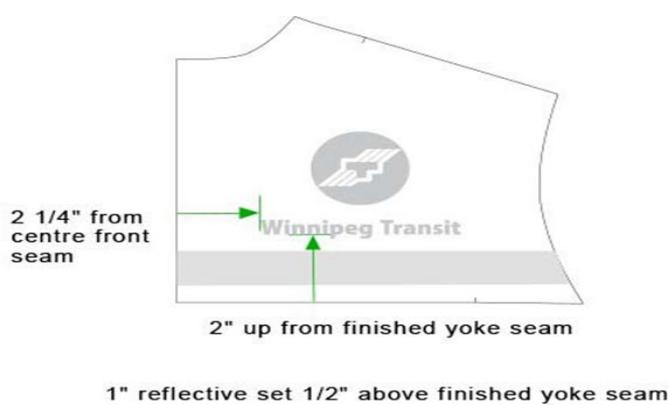
E9. CONSTRUCTION

E9.1 Outer Shell:

- (a) Front - Each front shall have a large patch pocket with a side hand warmer pocket lined with fleece. The pockets shall have an envelope fold closure with a pocket flap. The flap and loop closure;



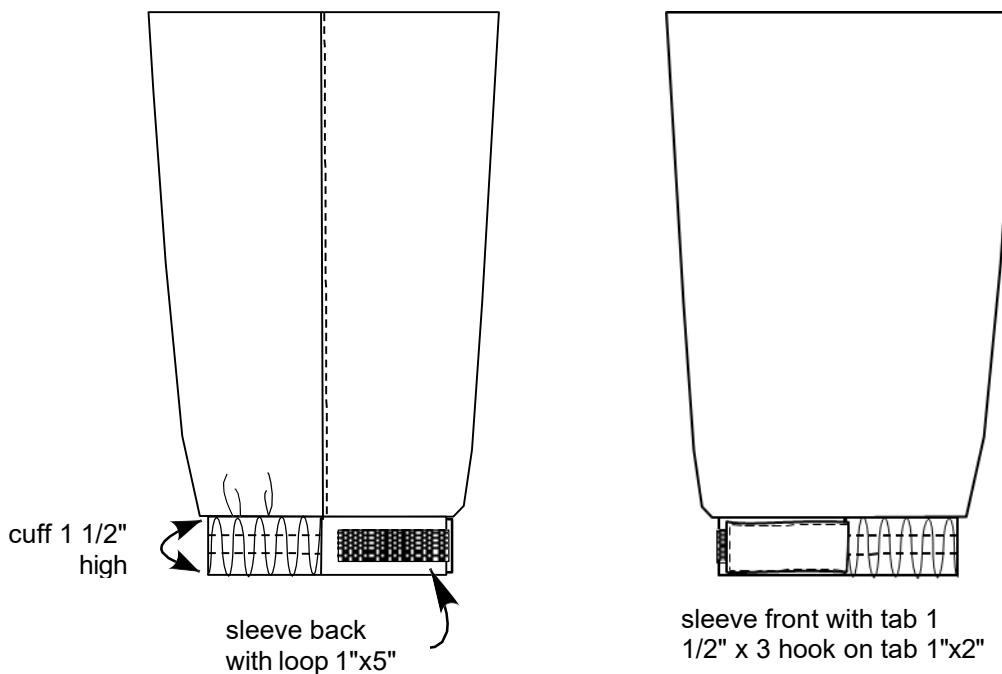
(b) There shall be a front yoke with 1" reflective tape heat set 1/2" above the yoke seam and a Winnipeg Transit heat sealed label will be set on the left front yoke 2" above the seam line;



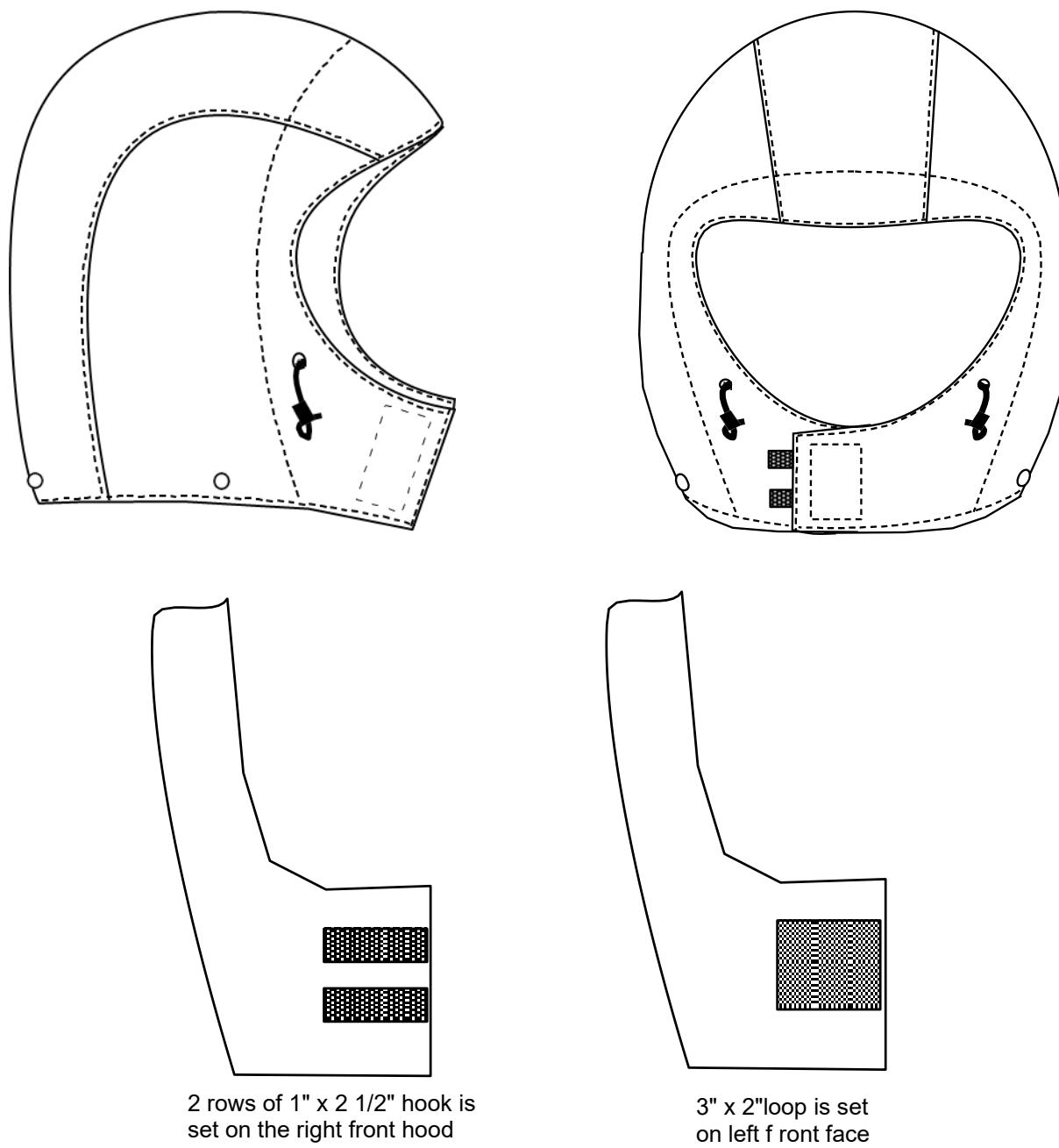
Size of Reflective Logo



- (c) There shall be a YKK #5 Vision two-way separating zipper set along the front closure. The zipper shall be covered by a double fly system that fastens with six evenly spaced hidden domes. A pencil pocket is set along the inside of the left fly seam
- (d) There will be a second reversible zipper set along the inside of the outer zipper to attach the inner jacket to the outer jacket;
- (e) The one piece back shall have 2" reflective sewn across the upper back about 6" down from centre neck seam;
- (f) There shall be a 1-1/2" high waist channel that runs the circumference of the outer shell. A shock cord drawstring will be fed through an eyelet at the lining waist so that the channel can be adjusted on the inside of the garment. The ends of the shock cord shall have ellipse spring loaded cord locks. The shock cord should not extend more than 3" when the garment is fully extended;
- (g) The two-piece articulated sleeves will have a separate adjustable cuff. Roughly half of the cuff will be Shirred to 1 1/2" elastic. The cuff will be adjusted with hook and loop fasteners;



- (h) Sleeves will have Winnipeg Transit shoulder flashes centered on the sleeve cap 1-1/4" from seam;
- (i) A dome tab shall be set on the inside cuff. The tab will close towards the shell;
- (j) There will be 14" PU coated pit zip sewn into each underarm seam. The pit zip will have two back-to-back sliders;
- (k) There shall be a 3-1/4" stand collar. It will be made of two pieces of shell and will be interlined with non-woven canvas. There will be 3 domes near the neckline to correspond to the domes of the hood. The top of the slide fasteners will be covered with a triangular piece of shell fabric;
- (l) All shell seams will be taped with compatible seam sealing tape;
- (m) The garment will be fully lined. There will be two chest pockets with a 1" x 1" hook and loop fastener closure. A hanger loop will be made of shell fabric and will be set at the centre back neck;
- (n) Lining will be sewn to shell, turned and topstitched with 1/8" stitch. The hem will be sewn to create a hem channel that will include a shock cord with cord locks;
- (o) A content label will be sewn inside on the left front pocket. Label will indicate washing instructions, fibre content and have space for individuals' name;
- (p) There will be a three-piece fitted hood with a front hook and loop closure. A 1" piece of silver reflective will be set along the top of the centre hood. Along the neckline there will be dome fasteners that align with the domes on the collar. The hood will have an attached peak at the front, along with an adjustable shock cord drawstring set along the face. The shock cord will be finished with an ellipse cord lock;



E9.2 Inner Shell:

- (a) There shall be a one piece back with one row of 2" reflective tape heat set across the back yoke about 6" from neckline;
- (b) Each front will have a piece of 1" reflective set across the front yoke about 6-1/2" from centre front neckline. A Winnipeg Transit reflective logo shall be set at the left front yoke $\frac{1}{2}$ " about the reflective tape and 2" from finished centre front;
- (c) Each front will have 7" front coil zipper pockets hidden behind a 3/4" shell fabric pocket welt. The zipper will close up;
- (d) There shall be two piece articulated sleeves with 2" Shirred elastic cuffs. A gross grain loop shall be sewn into the underarm cuff seam to correspond to the dome tab of the shell. Each sleeve will have a Winnipeg Transit shoulder flash centered on the sleeve cap, about 1-1/4" from the seam;
- (e) There shall be a stand collar, with fleece lining and non-woven canvas interlining. The front Vison zip closure shall be backed with a full front fly facing;

- (f) There shall be a self-fabric hanger loop sewn into the inside neckline and a dome tab sewn at the centre back neck of the shell. The dome tab must correspond to the hanger loop of the outer shell;
- (g) Each side seam will have 5" side seam zippers;
- (h) This jacket will be fully lined with nylon quilted to 100% polyester with a CLO value before quilting of 540;
- (i) Inside each front chest, there will be a 6" x 7" patch pocket with a 1" hook and loop closure;
- (j) A label with washing instructions, fibre content and a space for name shall be set on the pocket back at the left front chest.

E9.3 Soft Shell Fleece:

- (a) There is a two piece back of the bonded fleece/mesh material. There will be a 2" strip of reflective tape sealed across the back nylon yoke 1/4" above the seam line. The lower body will be sandwiched between the back outer yoke and fleece yoke to create a clean finished seam on the inside and out;
- (b) Each front will be in two pieces. Each lower front will have an exposed 7" Vislon zipper pocket. The left front shall have an additional 6" pocket set 1" parallel to the front zipper 1" away from the front yoke;
- (c) There shall be a front yoke in the bonded fleece fabric and an outer yoke in the nylon fabric. The front yoke shall have 1" reflective tape sealed across the front along the seam line. There shall also be a reflective Winnipeg transit logo heat-sealed on the left front yoke 2' from the centre front edge and 1/2' from the reflective tape;
- (d) The 3-3/4" collar shall be made with the bonded fleece facing the inside neck, a 1" strip of bonded fleece along the top edge and a 2-3/4" piece of nylon set along the neckline. The collar shall have a hanger loop set at the inside centre back neck. The neckline seam allowance of the neckline seam will be enclosed in the collar;
- (e) The two-piece articulated sleeves will have a large nylon elbow patch. There will be a shaped Lycra cuff set inside the 1" hem to extend 2" beyond the fleece cuff. There will be the additional option of the thumb hole;
- (f) Each flash shall have a Winnipeg Transit shoulder flash centered about 11/2" from the bound sleeve cap;
- (g) There will be a nylon facing for the armhole. One edge of a separating coil zipper will be set along the facing and one edge along the top of the sleeve. The facing will be set to the armhole and topstitched 1/4" and 3/4" along the armhole;
- (h) There will be a 5" open end coil zipper set at each side seam;
- (i) Each hem panel will be faced with nylon and topstitched to create a hem channel about 1" high. Each channel will have a shock cord that does not extend more than 3" from the eyelet opening when the garment is fully extended. The shock cords will each have an ellipse cord lock;
- (j) The front closure will be #5 Vislon two-way zipper backed with a bound fleece front fly;
- (k) A label with washing instructions, fibre content and a space for name shall be set on the pocket back at the left front chest.
- (l) The two piece articulated sleeves will have a large nylon elbow patch. There will be a shaped Lycra cuff set inside the 1" hem to extend 2" beyond the fleece cuff. There will be the additional option of the thumb hole;
- (m) Each flash shall have a Winnipeg Transit shoulder flash centered about 11/2" from the bound sleeve cap;
- (n) There will be a nylon facing for the armhole. One edge of a separating coil zipper will be set along the facing and one edge along the top of the sleeve. The facing will be set to the armhole and topstitched 1/4" and 3/4" along the armhole;
- (o) There will be a 5" open end coil zipper set at each side seam;

- (p) Each hem panel will be faced with nylon and topstitched to create a hem channel about 1" high. Each channel will have a shock cord that does not extend more than 3" from the eyelet opening when the garment is fully extended. The shock cords will each have an ellipse cord lock;
- (q) The front closure will be #5 Vislon two-way zipper backed with a bound fleece front fly;
- (r) A label with washing instructions, fibre content and a space for name shall be set on the pocket back at the left front chest.

E10. MEASUREMENT AND SIZING

E10.1 All garments shall be in accordance with the following measurements:

- (a) Sizes:
 - (i) Garments identified as Extra Small (XS) shall fit chest sizes 31 to 34
 - (ii) Garments identified as Small (S) shall fit chest sizes 33 to 36
 - (iii) Garments identified as Medium (M) shall fit chest sizes 37 to 40
 - (iv) Garments identified as Large (L) shall fit chest sizes 41 to 44
 - (v) Garments identified as Extra Large (XL) shall fit chest sizes 45 to 48
 - (vi) Garments identified as 2 Extra Large (XXL) shall fit chest sizes 49 to 52
 - (vii) Garments identified as 3 Extra Large (XXXL) shall fit chest sizes 53 to 56
- (b) Height Measurements:
 - (i) Garments identified as Short shall fit individuals who are 5'3" to 5'6" in height
 - (ii) Garments identified as Regular shall fit individuals who are 5'7" to 5'10" in height
 - (iii) Garments identified as Tall shall fit individuals who are 5'11" to 6'2" in height

E10.2 The following measurements charts are applicable (all measurements are shown in inches), and all sizes indicated in the chart shall be available:

Measurement Chart for Outer Shell							
Short (5'3" to 5'6")	XS	S	M	L	XL	XXL	
back length from neckline	32 1/2	32 1/2	32 1/2	32 1/2	32 1/2	32 1/2	
chest	46	48	52	56	60	64	
waist	44	46	50	54	58	62	
hem	45	47	51	55	59	63	
sleeve length from centre-back	34	35	35 1/2	36	36 1/2	37	
Regular (5'7" to 5'10")	XS	S	M	L	XL	XXL	XXXL
back length from neckline	34 1/2	34 1/2	34 1/2	34 1/2	34 1/2	34 1/2	34 1/2
chest	46	48	52	56	60	64	68
waist	44	46	50	54	58	62	66
hem	45	47	51	55	59	63	67
sleeve length from centre-back	35	36	36 1/2	37	37 1/2	38	38 1/2
Tall (5'11" to 6'2")			M	L	XL	XXL	XXXL
back length from neckline			36 1/2	36 1/2	36 1/2	36 1/2	36 1/2
chest			52	56	60	64	68

waist			50	54	58	62	66
hem			51	55	59	63	67
sleeve length from centre-back			37 1/2	38	38 1/2	39	39 1/2

Measurement Chart for Inner Shell							
Short (5'3" to 5'6")	XS	S	M	L	XL	XXL	
back length from neckline	28	28	28	28	28	28	
chest	45	47	51	55	59	63	
hem	43	45	49	53	57	61	
sleeve length from centre-back	33 1/2	34 1/2	35	35 1/2	36	36 1/2	
Regular for 5'7" to 5'10"	XS	S	M	L	XL	XXL	XXXL
back length from neckline	30	30	30	30	30	30	30
chest	45	47	51	55	59	63	67
hem	43	45	49	53	57	61	65
sleeve length from centre-back	34 1/2	35 1/2	36	36 1/2	37	37 1/2	38
Tall (5'11" to 6'2")			M	L	XL	XXL	XXXL
back length from neckline			32	32	32	32	32
chest			51	55	59	63	67
hem			49	53	57	61	65
sleeve length from centre-back			37	37 1/2	38	38 1/2	39

Measurement Chart for Soft Shell Fleece

Short (5'3" to 5'6")	XS	S	M	L	XL	XXL	
back length from neckline	28	28	28	28	28	28	
chest	42	44	48	52	56	60	
hem	38	40	44	48	52	56	
sleeve length from centre-back	34	35	35 1/2	36	36 1/2	37	
Regular (5'7" to 5'10")	XS	S	M	L	XL	XXL	XXXL
back length from neckline	30	30	30	30	30	30	30
chest	42	44	48	52	56	60	64
hem	38	40	44	48	52	56	60
sleeve length from centre-back to fleece cuff		36	36 1/2	37	37 1/2	38	38 1/2
Tall (5'11" to 6'2")			M	L	XL	XXL	XXXL
back length from neckline			32	32	32	32	32
chest			48	52	56	60	64
hem			44	48	52	56	60
sleeve length from centre-back			37 1/2	38	38 1/2	39	39 1/2

E10.3 These Specifications shall apply to the Work.

(a) Shell Fabric

Property	Test Method	Specified Requirements
Mass	Test Method #5.1 CAN/CSGB-4.2	130 +/- 10g/m ²
Water Repellency	Test Method #26.2 CAN/CSGB-4.2	Rating=100 As received
Water column	Test Method #26.3 CAN/CSGB-4.2	5000mm As received
Breathability	ASTM E-96-00 Procedure E	2150g/m ² x 24 hrs
Breaking Strength	Test Method #9.1 CAN/CSGB-4.2	Warp: 525N Weft:600N
Tear Strength	Test Method #12.1 CAN/CSGB-4.2	Warp: 22N Weft: 25N

(b) Lining Fabric

Property	Test Method	Specified Requirements	Minimum	Maximum
Fabric Count (yarns/cm)	Test Method #6 CAN/CSGB-4.2	Warp: 64 Weft: 34	Warp: 60 Weft: 32	
Mass	Test Method #5.1 CAN/CSGB-4.2	88g/m ²	78g/m ²	90g/m ²
Breaking Strength	Test Method #9.1 CAN/CSGB-4.2	Warp:845N Weft:535N	Warp: 735N Weft:465N	
Dimensional change in Laundry after 5 washes		Wash in as per: 6330 (2A)or (2B) Procedure E Measure as per:675 paras 6 &7.4 ISO Textile Test Methods		Warp 3% Weft 3%
Non Fibrous Material		Test Method #15 Paragraph 7.4 Solvent extraction One of petroleum ether, tetracholoroethylene or hexane shall be used. CAN/CSGB-4.2		2%
Colour fastness to Light	Test Method #16 Option E AATCC Textile Methods	Sample Grey Scale 4 after 40AATCC fading units	Sample Grey Scale 4 after 20 AATCC fading units	
Colour fastness to water	Test Method #20 CAN/CSGB-4.2	Sample Grey Scale 4. No colour change and staining.	Sample Grey Scale 3.	Sample Grey Scale 4.
Colour fastness to crocking	Test Method #22 CAN/CSGB-4.2	No change and staining. Wet: grey scale 4 Dry: grey scale 4	Wet: grey scale 3 Dry: grey scale 3	Wet: grey scale 4 Dry: grey scale 4
Colour fastness to Perspiration	Test Method #23 CAN/CSGB-4.2	No change and staining. Grey scale 4	No appreciable change in colour. grey scale 3	No appreciable change in colour. grey scale 4
Colour fastness to Dry Cleaning	Test Method #29.1 CAN/CSGB-4.2	No change in colour Grey scale 4	No appreciable change in colour. grey scale 3	No appreciable change in colour. grey scale 4