

ADDENDUM NO. 1 BID OPPORTUNITY NO. 254-2004

SUPPLY AND DELIVERY OF SOFT BODY ARMOUR VESTS

URGENT

PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE BID OPPORTUNITY

ISSUED: May 26, 2004

BY: Brenda Dupuis Smith /ds TELEPHONE NO. (204) 986-2492

THIS ADDENDUM SHALL BE INCORPORATED INTO THE BID OPPORTUNITY AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid Opportunity, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 8 of Form A: Bid may render your Bid Submission non-responsive.

PART A - BID SUBMISSION

Revise FORM A: BID, paragraph 9. to read:

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This offer shall be open for acceptance, binding and irrevocable for a period of sixty (60) Calendar Days following the Submission Deadline.

PART B – BIDDING PROCEDURES

Delete B13.4.1.

Time

PART D - SUPPLEMENTAL CONDITIONS

Revise D2.3 to read:

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

Add D2.4 and D2.5 as follows:

D2.4 Notwithstanding D3.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that

monies have been approved for work up to and including December 31, 2004.

D2.5 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 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.

Add D3.2 as follows:

D3.2 Notwithstanding D3.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right 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.

Revise D12.1 to read:

D12.1

Notwithstanding GC.10.01 and GC.10.02, the warranty period of Work supplied shall begin on the date of successful delivery and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections unless extended pursuant to D12.2, in which case it shall expire when provided for thereunder.

PART E – SPECIFICATIONS

Revise E3.1 to read:

E3.1 The following publications are applicable to this specification and to the issues in effect on the date of the Submission Deadline, unless otherwise specified.

Revise E5.6 to read:

E5.6

Further to E5.2 and E5.3 all test costs will be paid for and arranged for by the Bidder. All tests shall be submitted within fifteen (15) days of request by the Contract Administrator. Records related to and including production and testing of ballistic cloth and ballistic panels / vests shall be maintained by the producing textile mill and vest manufacturer for a minimum period of 10 years. All vests shall be serialized, 100 percent (100 %) inspected and traceable. The records must be available to the Winnipeg Police Service for inspection within seven (7) Calendar Days of a request by the Contract Administrator.

Revise E6. PRE-PRODUCTION SAMPLE with E6. REPRESENTATIVE SAMPLE and Revise E6.1 as follows:

E6. REPRESENTATIVE SAMPLE

The Bidder may be required to supply a representative sample to the Winnipeg Police Service. The sample will be provided at the contract price, F.O.B. 472 Notre Dame Ave, Winnipeg, Manitoba R3B 1R5, freight prepaid, within (30) Calendar Days upon request by the Contract Administrator. The representative sample must be made to the exact specifications as the vests that will be delivered and must be in total compliance with the specifications contained herein.

Delete E6.2.

Revise E11.5 to read:

E11.5

Inspection and acceptance will be made upon each delivery to confirm all materials and workmanship meet the specifications. The right is reserved to reject garments which are incomplete or that contain defective materials and / or workmanship. Rejected garments shall be returned to the Contractor, at their expense immediately after notification of rejection.