



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 91-2008

SUPPLY AND DELIVERY OF SOFT BODY ARMOUR VESTS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF SOFT BODY ARMOUR VESTS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 22, 2008.

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. ADDENDA

B4.1 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.

B4.2 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.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 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.

B5. SUBSTITUTES

- B5.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 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.
- B5.4 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.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his 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.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his 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 B13.
- B5.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B6. BID SUBMISSION

- B6.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices.

- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 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.
- B6.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.5 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 Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B6.5.1 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.
- B6.6 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B6.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.
- B7. BID**
- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 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 own name, his 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 own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 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.
- B7.4 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 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 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.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B7.4.2 All signatures should be witnessed, except where a corporate seal has been affixed.

B7.5 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.

B8. PRICES

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.1.1 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.

B8.1.2 Prices on Form B: Prices shall not include the Manitoba Association for Resource Recovery Corporation (MARRC) Environmental Handling Charge (EHC) which shall be extra where applicable.

B8.2 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.

B8.3 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. QUALIFICATION

B9.1 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.

- B9.2 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B9.3 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).
- B9.4 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.
- B9.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

- B10.1 Bids will not be opened publicly.
- B10.2 Following the Submission Deadline, the names of the Bidders and their bid prices (evaluated, 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 Branch internet site at <http://www.winnipeg.ca/matmgt>
- B10.3 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 Branch internet site at <http://www.winnipeg.ca/matmgt>
- B10.4 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.

B11. IRREVOCABLE BID

- B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B11.2 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.

B12. WITHDRAWAL OF BIDS

- B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B12.1.1 Notwithstanding GC.7.05(2), 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.

B12.1.2 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.

B12.1.3 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 B12.1.3(b), declare the Bid withdrawn.

B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 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.

B13. EVALUATION OF BIDS

B13.1 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 (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B5.

B13.2 Further to B13.1(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.

- (a) Upon the request of the Contract Administrator, the Bidder shall provide a representative sample of the goods offered within ten (10) Calendar Days.

B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.

B13.4 Further to B13.1(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.

B13.5 This Contract will be awarded as a whole.

B14. AWARD OF CONTRACT

B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B14.2 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.

B14.2.1 Without limiting the generality of B14.2, 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.

B14.3 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.

B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

B14.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B14.5 The Contract Documents, as defined in GC.1.01(7), 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

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for the Supply and Delivery of Goods* (Form 21: 88 03) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for the Supply and Delivery of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for the Supply and Delivery of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

D2. UNFAIR LABOUR PRACTICES

- D2.1 Further to GC2.02, 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.

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 the supply and delivery of Soft Body Armour Vests for the period of July 1, 2008 to June 30, 2011.
- D3.2 The major components of the Work are as follows:
- (a) Supply of Soft Body Armour Vests (Male & Female). Each set shall consist of:
 - (i) One (1) set of ballistic panels.E4
 - (ii) One (1) internal carrier E10
 - (iii) One (1) external carrier E11
 - (b) Individually measure and fit Winnipeg Police Service members in Winnipeg. For details see E14.
- D3.3 The work shall be done on a scheduled basis during the term of the Contract. For details see E15.3.
- 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 Subject to GC.4.08, The City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D4. DEFINITIONS

D4.1 When used in this Bid Opportunity:

- (a) "**Award Authority**" means the authority having the jurisdiction to award the Contract according to the City's by-laws, policies or procedures;
- (b) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (c) "**Hook and Loop Fastener**" means the hook and loop shall be black in colour. The loop to be standard Velcro pile No. 001, 0199 or 3M Scotchmate SJ3402. The hook shall be Velcro no. 80, 0199 or 3M Scotchmate SJ3402;
- (d) **JIT** means the National Institute of Justice;
- (e) **LECTC** means the National Law Enforcement and Corrections Technology Center;
- (f) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;
- (g) "**User**" means a person, department or other administrative unit of The City authorized by the Contract Administrator to order Work under this contract.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Craig Davill, CIM, CPP,
Winnipeg Police Service
Quartermaster Stores Unit
472 Notre Dame Avenue
Winnipeg, MB R3B 1R5

Telephone No. (204) 986-6141

Facsimile No. (204) 986-6127

D6. NOTICES

D6.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D6.2 GC.7.05 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

D6.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D5.1.

D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Attn: Chief Administrative Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-1174

- D6.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg
Corporate Services Department
Legal Services Division
Attn: City Solicitor
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

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

SCHEDULE OF WORK

D8. COMMENCEMENT

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

D9. FORFEITURE OF CONTRACT

- D9.1 Notwithstanding GC.8.02 (1) and GC.8.02 (3), the City shall have the full right and power to take the whole of the Work, or any part or parts thereof, out of the hands of the Contractor, without process or action at law, upon giving the Contractor written Notice.

D10. ORDERS

- D10.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D11. RECORDS

- D11.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D11.2 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.

D11.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

MEASUREMENT AND PAYMENT

D12. INVOICES

D12.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for each order delivered.

D12.2 Further to D6.3, the Contractor shall submit invoices to the locations designated at the time of ordering.

D12.3 Invoices must clearly indicate, as a minimum:

- (a) the City's order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D12.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D13. PAYMENT

D13.1 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D13.2 Further to GC.9.03, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

INDEMNITY

D14. INDEMNITY

D14.1 Notwithstanding GC.7.03, the Contractor shall indemnify the City in the amount of two million dollars (\$2,000,000), plus a minimum of twice the Contract value.

WARRANTY

D15. WARRANTY

D15.1 Notwithstanding GC.10.01, the warranty period for each item of Work supplied shall begin on the date of successful delivery and expire one (1) year thereafter unless extended pursuant to G.C. 10.01 (6), in which case it shall expire when provided for thereunder.

D15.2 Further to GC.10.01, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

D15.3 Further to D15.2 the bidder shall warrant that each soft body armour vest will continue to perform at its established levels within a normal variation of six percent (6%) of the NIJ 0101.04 standard (level II) for a minimum service life of five years.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
NIJ Standard 0101.04	Ballistic Resistance of Personal Body Armour http://www.nlectc.org/pdffiles/0101.04RevA.pdf
NIJ Standard 0101.04 Addendum A	Ballistic Resistance of Personal Body Armour Addendum A http://www.nlectc.org/pdffiles/04addendum_a.pdf
MIL-Standard 662F	Military Standard Ballistic Test for Armour – V50 Test Source: U.S. Department of Defence http://assist.daps.dla.mil/quicksearch/basic_profile.cfm?ident_number=35877
CGSB 4.2 NO. 26.5-M89- CAN/CGSB	Textile Test Methods Water Resistance - High-Pressure Penetration Test http://canada.ihs.com/document/abstract/NV/IIHBAAAAAAAAA
<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1	Front Ballistic Panel
2	Back Ballistic Panel
3	Pouches, Front and Back
4	Internal Carrier – Front
5	Internal Carrier – Rear
6	External Carrier – Front
7	External Carrier – Rear
8	External Carrier – Suspender Configuration
9	Label Patterns

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B5.

E2. GOODS

E2.1 The Contractor shall supply soft body armour vests in accordance with the requirements hereinafter specified.

E2.2 These specifications shall govern the manufacture and inspection of Soft Body Armour Vests, Male and Female.

E2.3 These specifications, schedules, drawings or other information issued in connection therewith, may only be used for specific enquiries, tenders, quotations, or orders placed on behalf of the Winnipeg Police Service.

E3. GENERAL REQUIREMENTS

E3.1 The article or material covered by this specification shall be free from imperfections or blemishes such as may affect its appearance or serviceability. All workmanship is to be of first quality. No defect that might affect the performance, wearability, or durability of the vest will be

tolerated. The City of Winnipeg shall have the sole right to determine if this and all other requirements have been met.

- E3.2 Soft Body Armour panels manufactured to this Specification shall be certified by LECTC to Level II NIJ Standard 0101.04, NIJ Standard 0101.04 Addendum A, and all lesser Ballistic threats, and further to E3.1 shall be free from imperfections, wrinkles, blisters, cracks, fabric tears, blemishes such as may adversely affect its wear, appearance and or serviceability.
- E3.3 Design – Soft body Armour Vest coverage is to provide full wrap, but not overlap, protection of the torso. Coverage is to be the maximum available consistent with wearability needs. Vests shall provide:
- (a) “full wrap” side panels that “butt fit” at the sides, with no more than a one (1”) inch gap or overlap
 - (b) Suitable relief of one (1”) inch to two (2”) inch shall be allowed between the bottom of the vest and the gun belt while standing so that no binding occurs when the wearer is in the sitting position.
 - (c) Ample relief to the armpit region.
 - (d) Ample relief to neck area
 - (e) Further to E3.3 (d) a two (2”) inch to three (3”) inch scoop shall be cut into the neck region that prevents the armour from showing when worn under a shirt with an open collar when worn in conjunction with the Internal Carrier
- E3.4 Vests shall consist of two carriers, one to be worn under the uniform shirt (internal) and one to be worn overtop of the uniform shirt (external). Each shall be capable of containing a front and rear ballistic panels described below. The Ballistic panels shall be able to be removed to allow for cleaning. Both internal and external carriers are to be designed to be washed and the ballistic panels are to be designed to be wiped clean.

BALLISTIC PANELS (Drawings 1 and 2)

E4. PROTECTION LEVEL (BALLISTIC RESISTANCE)

- E4.1 Each ballistic panel shall protect against Type II ballistic threats as specified in NIJ Standard 0101.04 section 2.3 as well as all lesser threat levels mentioned in sections 2.1 and 2.2.
- E4.2 The Contractor shall warrant that each certified model will continue to perform at its established levels as demonstrated by independent laboratory tests, within a normal variation of six percent (6%) of the NIJ 0101.04 standard (Level II) for a minimum service life of five years.

E5. CLOTH, BALLISTIC ARAMID

- E5.1 Shall be constructed of Ballistic Aramid Yarn with a maximum yarn size of 930 Decitex (840 Denier), plain weave.
- E5.2 Yarn produced under the trade names Kevlar or Twaron are acceptable.
- E5.3 The cloth shall be natural in colour and shall be thoroughly scoured with not more than 0.7% residuals. No bleaching or loading may be applied in processing the cloth and shall be free of imperfections.
- E5.4 The fabric shall be treated with fluorochemicals water-repellent material such as Zepel D fluropolymer or equivalent. A single coat of waterproofing on one side is required for waterproofed material. The water repellence of the fabric shall be such that when tested in accordance with CGSB 4.2 NO. 26.5-M89-CAN/CGSB, Sample Conditions 21°C, 65% RH shall meet standard.
- E5.5 Ballistic panels shall be constructed using a number of unbound layers of ballistic aramid cloth which shall not exceed a total weight of 470g/m² for level II protection. The layers of the

finished panel must be held together by means of stitching through all plies at a minimum of each shoulder and also across the full length of the bottom.

- E5.6 Female front panels shall have an overlap of 3 cm minimum to form the bust shape and shall have a minimum of three rows of stitching using bonded nylon thread (Type II R70 Tex.) to ensure ballistic integrity. Seams and shape may vary in order to produce the correct cup size (female darted style).
- E5.7 Stitch type for seams shall be Type 301 (lock stitch) with type 504 (serge) or alternately type 516 or 517 (seam and serge). Type 504 will have no less than 2 or more than 4 stitches per cm (5 to 10 stitches per inch). The beginning and ending of all stitching shall be securely backstitched tacked, unless secured by other stitching. Stitching shall present a regular, even appearance without fabric pucker. Where seaming, turning and stitching is specified, the edges shall be properly worked out before stitching. Loose thread shall be trimmed off and removed.
- E5.8 Ballistic panels shall have equal ballistic resistance capabilities when shot from either side of the panel.

E6. BALISTIC REQUIREMENTS:

- E6.1 Plain type weave
- E6.2 Warp x fill (ends/cm) 11 x 11, tolerance of ± 0.50
- E6.3 Basic weight (g/m^2) 206, tolerance of ± 5.0
- E6.4 Width (cm) 175.25, must be greater than 172.75
- E6.5 Thickness (mm) 0.28, tolerance of ± 0.02
- E6.6 Warp x fill – yarn breaking strength (N) 140.0, must be greater than 135.0
- E6.7 Warp x fill – 1 inch strip break (N) 3500.0, must be greater than 3000.0
- E6.8 9mm – 124 gr. FMJ V50 testing, 20 layers, clay backing, (m/sec) 420, must be greater than 400
- E6.9 357 M – 158 gr. JSP V50 testing, 22 layers, clay backing, (m/sec) 460, must be greater than 450
- E6.10 Shrinkage: 2.5% Maximum
- E6.11 Spray rating: 100
- E6.12 High Pressure Penetration Test using Mullan Head tester: 690 KPA (100psi)

E7. REPORTS AND QUALITY CONTROL,

- E7.1 Ballistic Aramid Cloth and Panels – A lot shall consist of approximately 1000 to 3000 metres of ballistic aramid cloth. Every lot shall be tested for the following:
 - E7.1.1 Cloth
 - (a) Crimp Balance;
 - (b) Extracted yarn strength;
 - (c) Shower rating for water repellence;
 - (d) Other tests required by yarn manufacturer or mill as required.
 - E7.1.2 Panels

- (e) V_{50} ballistic resistance as specified in MIL Standard 662F using 9mm FMJ 124 grain ammunition to be performed on a finished front and back size 44-46 regular male vest without carrier, Dry Test Only;
 - (f) V_{50} ballistic resistance as specified in MIL Standard 662F using .357 Magnum, jacketed soft point, 158 grain ammunition to be performed on a finished front and back size 44-46 regular male vest without carrier, Dry Test Only;
 - (g) NIJ sampling, minimum two complete vests per lot for dry, wet and angle shots Type II.
- E7.1.3 All test costs will be paid for and arranged by the contractor/manufacturer
- E7.1.4 All test reports related to each lot must be submitted to the Contract Administrator prior to the shipping of any goods. Records related to and including production and testing of ballistic cloth and ballistic panels shall be maintained by the producing textile mil and vest manufacturer for a minimum period of ten (10) years.
- E7.1.5 In addition to E7.1.4 the manufacture shall also provide a data sheet on the ballistic fabric used showing the following information including test methodologies used:
- (a) Fibre type;
 - (b) Size;
 - (c) Weave count (warp and weft);
 - (d) Weave type;
 - (e) Weight;
 - (f) Breaking strength (warp and weft);
 - (g) Tearing strength (warp and weft);
 - (h) Shrinkage.

CLOTH POUCH – BALLISTIC PANEL (drawing 3)

E8. CLOTH POUCH

- E8.1 Cloth Pouch for Ballistic Panel: Each ballistic panel shall be permanently covered with a water resistant material. The cover must prevent body oils, and liquids from contaminating the ballistic panel and/or compromising the water-resistant properties of the cover.
- E8.2 Front cloth pouch shall have pile type Velcro attached to both left and right shoulder portions of the pouch, away from body. Each portion shall be a minimum of 5 cm wide and 8 cm high.
- E8.3 Back cloth pouch shall have pile type Velcro attached to panel away from body approx 3cm from top of pouch. Velcro is to be horizontally centered and to be a minimum of 10cm wide and 5cm high.
- E8.4 A label shall be affixed to the body side of the cloth pouch on both the front and back pouch. This label shall contain all completed information listed in Drawing No. 9, LABEL FOR BALLISTIC CLOTH POUCH and placed in accordance with Drawing No. 3, POUCHES, FRONT AND BACK.
- E8.5 All vests shall be serialized, 100 percent (100%) inspected and traceable. Records must be available to the Winnipeg Police Service for inspection within seven (7) calendar days of a request by the Contract Administrator. This serial number must be clearly marked on both the Cloth pouch label for the Ballistic panel as specified in E8.4as well as both the internal and external carrier labels.

CARRIERS – GENERAL INFORMATION

E9. CARRIER - GENERAL

- E9.1 The carrier shall not restrict the wearer's movements. Relief under the arm shall be such that the garment does not ride up and chafe the wearer under the arm.
- E9.2 Components of the carrier shall be cut and assembled so that on the finished garment the warp shall run in the same direction (up and down the garment). There shall be no discernible differences in the shade between the fabric components of the finished garment.
- E9.3 Opening shall be constructed to form front and back pockets shaped to securely retain the ballistic panels in place. Openings shall be located so as to facilitate the insertion and removal of the ballistic panels. Panels are to be inserted toward body and closed by Velcro across the entire opening.
- E9.4 Panel Suspension system shall secure the ballistic pouch in place. The hook portion shall hang from each shoulder seam to accept the loop portion stitched on the cloth pouch on the front carrier and horizontally centered to accept the loop portion stitched on the cloth pouch on the back panel.
- E9.5 A label shall be positioned on the carriers stating model, size, date of issue, and carrier care instructions. Washable indelible ink must be used. Internal and external carriers shall be guaranteed against defects in workmanship. Internal carrier label placement shall be as illustrated in Drawings 4 and 5. External carrier placement shall be as illustrated in Drawings 7 and 8.
- E9.6 Both Internal and External carriers must have two (2) armour plate pockets so that the wearer has the option of using either a standard 5" by 8" (13cm by 20cm) or a 7" by 10" (18cm by 25cm) armour plate. The closures for both these openings must contain hook and loop closures. Placement of pockets shall be as illustrated in Drawing 6 and as described in Drawing 4.

INTERNAL CARRIER (drawings 4 and 5)

E10. INTERNAL CARRIER

- E10.1 Cloth covering shall be Dark Navy in colour and shall meet the following specification:
- (a) Fibre Blend – 65% (+/- 3%) poly, 35% (+/- 3%) cotton
 - (b) Weave – plain
 - (c) Poplin composition with SD0S (soft & drapery & sanforized)
 - (d) Weight 178 g/m²
 - (e) Shrinkage 2% by 2%
 - (f) Pilling – 3% (max)
 - (g) Washing – Grey Scale 4 (min)
 - (h) Light – L-4 (min)
 - (i) Perspiration – Grey Scale 4 (min)
 - (j) Crocking – Dry 4 (min), Wet 4 (min)
 - (k) Crease Recovery – 70%
 - (l) Non-Fibrous Material – 3.1% (max)

Note: Doubletex "Calypso US" and Bounty Set US" meet these specifications. Other manufacturers' fabrics will be acceptable provided they meet this standard

- E10.2 Elastic used with the Internal Carrier shall be heavy elastic 50mm +/- 2mm in width, black in colour, meeting the following requirements:
- (a) Stretch – 95-130%

- (b) Drop tension - 35%-45% @ 1.36 kg
- (c) Content – 53% polyester, 47% rubber
- (d) Shrink – maximum of 7%

Note: Narroflex product #NC72 is known to meet the requirements

- E10.3 The neck cut-out (“U” type) and general configuration shall be compatible with the ballistic panel pattern.
- E10.4 Each internal carrier shall be six (6) points adjustable. Location of these elastic points and attachment of the Hook Velcro is as specified in Drawing 5. Pile Velcro locations on the front carrier to attach these points to is specified as per Drawing 4.
- E10.5 The front and back panels shall be stitched and turned and then stitched 3mm gauge. The shoulder and side elastic straps of the back carrier specified in E10.2 shall be caught by both rows of stitching. On the initial stitching the elastic straps shall be securely backstitched.
- E10.6 The carrier shall have integral front and rear shirrtails, one layer of material, serge, turned and top stitched as shown in Drawings 4 and 5.

EXTERNAL CARRIER (drawings 6, 7)

E11. EXTERNAL CARRIER

- E11.1 Cloth covering shall be Black in colour and shall meet the following specification:
 - (a) 500 Denier Cordura
 - (b) Weave – plain
 - (c) 100% nylon
- E11.2 8 oz. per sq yd
- E11.3 Straps shall be Black Poly Pro webbing 25mm (one inch) wide
- E11.4 Strap buckle shall be a Trovato side release buckle 1” or equivalent. Equivalency must be approved by the City of Winnipeg as stated in B5 of this document.
- E11.5 Each vest shall be supplied with an external wear four point adjustable carrier. The front and back carrier panels must have two shoulder extensions. These extensions are to be equipped with a 4 inch (10 centimetre) hook and loop closure system with the back panel extensions to overlap the front. Each back panel shoulder extension is to be equipped with one inch (2.5 cm) horizontal microphone straps. Each torso side area is also to be equipped with a 6 inch (15 cm) hook and loop closure system with the back panel sides extending and overlapping the front.
- E11.6 The carrier front is to have two chest pockets with plastic zipper closures. Pockets shall be 5 inches (13cm) wide by 7 inches (18cm) deep. The lift pocket will be equipped with a retractable drop down badge tab. This tab will be clearly marked with white “POLICE” lettering. This tab shall consist of two plies of shell fabric measuring 4 inches (10cm) wide by 3 inches (8cm) high with finished edges. The right pocket will fit an officer's notebook and also have an insert to hold a pen or pencil.

SUSPENDER CONFIGURATION (drawing 8)

E12. SUSPENDER CONFIGURATION

- E12.1 Suspender configuration to be as per drawing 8. Two (2) black poly pro webbing straps shall be attached to the external carriers, both front and back panels, extending the full vertical length from shoulder to panel pouch opening.

- (a) The front carrier straps shall have previously been affixed, with stitching, pile type Velcro which will run from the neck opening to the panel pouch opening at it's base on the front carrier.
- (b) The rear carrier strap shall have previously been affixed, with stitching, pile type Velcro which will run from an equidistant point parallel to the front carrier's Velcro to the panel pouch opening at the base of the rear carrier.

E13. SUSPENDER STRAP

- E13.1 Suspenders shall be as per drawing 8 and shall consist of black poly pro webbing, as specified in E11.3. This webbing shall be in two parts:
- (a) Part one: four vest straps will have the male portion of the strap buckle mentioned in E11.4 attached by X cross anchor stitching. The length of the strap shall be similar in length requirement of E12.1(a) and E12.1(b). This strap shall be sewn with hook type Velcro. The intent of these straps are to attach to the straps previously mentioned in E12
 - (b) Part two: four vest straps shall have the female portion of the strap buckle mentioned in E11.4 attached by X cross anchor stitching. This strap shall be in a single loop with a 7.5cm opening. This opening's intent is to attach to the members service belt.

E14. SIZES AND FITTING

- E14.1 Male and Female sizes – the Contractor shall be required to individually size and fit all garments to male and female members at;

Winnipeg Police Service
Quartermaster Stores Unit
472 Notre Dame Avenue
Winnipeg, MB R3B 1R5

- E14.2 Further, the Contract Administer shall pre-determine the measurement dates of two separate weeks for Soft Body Armour Measuring per year, each week to consist of a consecutive Monday through Friday, 9am through 3pm. These measurement weeks shall be spaced out at an approximate ratio of one week per six month period. Notification of the measurement dates required shall be provided to the Contractor at the commencement of each calendar year of the Contract.
- E14.3 Initial fit of custom-measured vests shall be guaranteed to fit satisfactorily on delivery. The Contractor agrees to provide alterations or replacement free, until the wearer is satisfied, and all sizing and fitting shall be conducted at the Contractor's expense.

E15. PACKAGING AND DELIVERY

- E15.1 Each vest must be packaged individually in a protective plastic bag and shipped in a specially designed protective cardboard box. A packing slip shall be enclosed showing the contents of each shipment.
- E15.2 Goods shall be delivered on a "scheduled" basis during the term of the Contract, f.o.b. destination, freight prepaid to:

Winnipeg Police Service
Quartermaster Stores Unit
472 Notre Dame Avenue
Winnipeg, MB R3B 1R5

- E15.3 Scheduled dates where measurements will be required to be taken by the Contractor shall correspond with existing Winnipeg Police Service Recruit Training. To ensure processes are not disrupted, all soft Body Armour Vests shall be completed within the following schedule.

- (a) Recruit Vests shall be delivered within thirty (30) Calendar days after date of measurement. The Standard Recruit class is between 24 and 50 members.
- (b) Balance of shipment within ninety (90) Calendar days after date of measurement.

E15.4 Goods shall be delivered between 8:00 a.m. and 4:00 p.m. on Business Days.

E15.5 The Contractor shall off-load goods as directed at the delivery location.

E16. DRAWINGS