

THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 175-2014
SUPPLY AND DELIVERY OF BOMBER JACKETS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF BOMBER JACKETS

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 1. 2014.
- B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.
- B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

- B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
 - (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

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

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

B6. SUBSTITUTES

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

- B6.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
 - (a) Form A: Bid:
 - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:

The City of Winnipeg Corporate Finance Department Materials Management Division 185 King Street, Main Floor Winnipeg MB R3B 1J1

- B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a).
- B7.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204- 949- 1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

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

- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
 - (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted:
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
 - (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Prices on Form B: Prices shall include:
 - (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10. QUALIFICATION

B10.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- (d) be a Canadian Vendor, having a place of business in Canada where the bidder conducts activities on a permanent basis and that is clearly identified by name and is accessible during normal working hours.
- B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
 - (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmqt/debar.stm
- B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
 - (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).
- B10.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B10.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

- B11.1 Bids will not be opened publicly.
- B11.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt
- B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt
- B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12. IRREVOCABLE BID

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B13. WITHDRAWAL OF BIDS

- B13.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B13.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
 - (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. EVALUATION OF BIDS

- B14.1 Award of the Contract shall be based on the following bid evaluation criteria:
 - (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B6.
- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
 - (a) The bidder shall, within ten (10) Business days of a request by the Contract Administrator, provide a representative sample of the goods offered.
- B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

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

B15. AWARD OF CONTRACT

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:
 - (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B14.
- B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B15.4 Notwithstanding C4 and Paragraph 6 of Form A:Bid, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

CO. GENERAL CONDITIONS

- C0.1 The General Conditions for the Supply of Goods (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The General Conditions for the Supply of Goods are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix "C" designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Supply of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. UNFAIR LABOUR PRACTICES

- D2.1 Further to C3.2, the Contractor declares that in bidding for the work and in entering into this contract, he and his subcontractors conduct their respective business in accordance with established international codes as they relate to child and forced labour embodied in United Nations (UN) and International Labour Organization (ILO) conventions as ratified by Canada.
- D2.2 The Contractor shall forfeit all claims under the Contract as well as refund to the City any monies paid to him, beyond his actual proven expenses for work done, if this declaration is shown to be false

D3. SCOPE OF WORK

- D3.1 The Work to be done under the Contract shall consist of supply and delivery of bomber jackets for the period from June 1, 2014 until May 31, 2017, with the option of two (2) mutually agreed upon one (1) year extensions.
- D3.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.
- D2.1.2 Changes resulting from such negotiations shall become effective on June 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D3.2 The Work shall be done on an "as required" basis during the term of the Contract.
- D3.2.1 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.
- D3.2.2 Notwithstanding C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D4. DEFINITIONS

- D4.1 When used in this Bid Opportunity:
 - (a) "representative sample" means the samples submitted will be exactly what will be provided for the duration of the contract and must meet specifications.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Diane S. Kowaliuk, SCMP Stores Supervisor 2546 McPhillips Street Winnipeg, Manitoba R2P 2T2

Telephone No.: 204- 986-5255 Facsimile No.: 204- 334-4308

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
 - (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work:
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

D7.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg Chief Financial Officer

Facsimile No.: 204- 949-1174

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

SCHEDULE OF WORK

D9. COMMENCEMENT

- D9.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D9.2 The Contractor shall not commence any Work until:
 - (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D10. DELIVERY

D10.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to 2546 McPhillips Street, Stores Receiving Entrance – South Side of building (Door M1).

- D10.1.1 Goods shall be delivered within thirty (30) Calendar Day(s) of the placing of an order, unless otherwise allowed by the User at the time of ordering.
- D10.1.2 For the initial start- up delivery will be forty-five (45) Calendar Day(s) this will allow the company to manufacture surplus inventory to meet the demand of "as required" delivery.
- D10.2 Goods shall be delivered between 7:30 a.m. and 3:30 p.m. on Business Days.
- D10.3 The Contractor shall off-load goods as directed at the delivery location.

D11. ORDERS

- D11.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.
- D11.2 It is anticipated the City will be placing orders for no less than 25 units per order.

D12. RECORDS

- D12.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D12.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
 - (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) delivery date(s); and
 - (d) description and quantity of goods supplied.
- D12.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D13. INVOICES

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

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

Facsimile No.: 204- 949-0864 Email: <u>CityWpgAP@winnipeg.ca</u>

- D13.2 Invoices must clearly indicate, as a minimum:
 - (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of goods delivered;
 - (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D13.4 Bids Submissions must be submitted to the address in B7.5

D14. PAYMENT

- D14.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D14.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D15. WARRANTY

- D15.1 Warranty is as stated in C11.
- D15.2 Further to C11, the warranty period for fabric and workmanship shall begin on the date of successful delivery and expire three (3) year(s) thereafter unless extended pursuant to C11.3, in which case it shall expire when provided for thereunder.

PART E - SPECIFICATIONS

GENERAL

E1. SPECIFICATIONS

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

E2. GOODS

- E2.1 The Contractor shall supply and deliver bomber jackets in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 Bomber Jackets shall be waterproof breathable 3 in 1 Unisex hip length jacket with a liner and the liner must have zip out sleeves.

E2.3 Description:

- (a) Hip length jacket designed to accommodate an inner detachable fleece liner jacket 30" (regulars) & 32" (talls) outer shells. Fleece liner jacket 26" (regular) & 28" (talls).
- (b) Waterproof jacket system with sealed seams, hip length Sleeve with snaps closure adjustable cuffs. Full front, two (2) ways, heavy duty resistant slide fastener. Guard flap with five (5) snaps closure.
- (c) Two (2) upper chest patch pocket with flap Velcro & snaps closure. Two (2) lower patch pocket with flap Velcro & snaps closure with one (1) concealed slide fasteners under right flap Side seams opening with heavy duty slide fastener closure and adjustable elastic tab, using snaps for closure. Elasticized back bottom.

E3. OUTERSHELL

- E3.1 Super Hiptex 3000 Taslanized 3-ply nylon, dark navy with visible white Hiptex 3000 waterproof breathable barrier directly on the back of the outershell fabric. This barrier shall exceed the following test and test results must be supplied upon request;
 - (a) 120 psi in the High Pressure Water Penetration Test
 - (b) 1,000 cm (10,000 mm) in the Hydrostatic Pressure Test
 - (c) 800 gr/m2*24 hrs when tested for Moisture Vapour Transmission
 - (d) Weight 155gsm (4.57 oz sq/yd)
 - (e) Colour: Midnight Navy

E3.2 Construction:

- (a) Front Opening:
 - (i) Front zipper to be covered (both sides) by two (2) front flaps (1/inner and 1/outer) each 2" wide extending from collar points to base of jacket. Each flap to close with 5 visible 15mm snaps.

E3.3 Sleeves:

- (a) Telescopic sleeves for greater freedom of movement, longer garment life and versatility of fit for different body shapes. To be considered acceptable, the telescopic sleeves must meet the following criteria:
 - (i) When the arms are at rest, the sleeve seam (where sleeve attaches to the gusset) must aligned exactly with the armhole edge.
 - (ii) When the arm is returning to the rest position after gusset extension (forward, upwards or backwards), the sleeve seam should re-align exactly with the armhole edge
 - (iii) While at rest or in motion, the armhole should remain completely comfortable, no pressure anywhere around armhole.

E3.4 Zippers:

- (a) Front zipper YKK 2-way #8 Vislon closing to collar points with single-tab reversible black dull anodized top slider with shell fabric loop ½" x 2¾" with ends concealed and bartacked.
- (b) Side zippers 12" YKK 2-way #5 Vislon with single tab reversible dull anodized slider.
- (c) Sleeve access zippers YKK #3 nylon coil 8" long, for added ventilation.
- (d) Hidden pocket zipper YKK #3 nylon coil 6½" long, with dangling teardrop slider puller.

E3.5 Pockets at Hip Level:

- (a) Two (2) lower double entry front pockets 8¾" high x 7" wide with flaps fastened by concealed 13 mm gunmetal black anodized dome fasteners and black Velcro (1" x1") for storage and concealed side entry (6" opening minimum).plus 1 hidden zipper closing pocket, under right front flap (8" deep x 6 ½" wide).
- (b) Zipper slider to have dangling "tear-drop" puller for easy use.
- (c) Two upper pleated patch pockets flap 7" high x 5½"wide with flaps, same as lower pockets. Pencil slot at least ¾" wide on upper left pocket flap.

E3.6 Epaulettes:

(a) Fully detachable epaulets to be stitched across at base, so that it lies flat at the top of the armhole with buttonhole for black button attached at shoulder seam.

E3.7 Collar:

(a) High insulated storm collar should be 4½" high at midpoint, 4" at collar points. A rib collar in half-moon shape is centered inside collar, for more comfort.

E3.8 Cuffs:

(a) Shall be 2½" wide, with genuine leather 2mm set uniformly into the cuff edge, with three male snap studs on the cuff facing out set approximately 1" apart, which connects to two female snap sockets with black anodized caps set 1" apart at the cuff point facing in, which can be connected as required by the officer.

E3.9 Side Openings:

(a) Side openings at each side seam with 2-way 12" reversible dull black anodized single-tab YKK #5 Vislon nylon zipper and bottom elasticized snap tab, closing from back to front.

E3.10 Shoulder Flashes:

(a) Sewn on sleeve heads for the outer shell and inside liner (supplied by the Department), as required.

E3.11 Connection to Liner Fleece Jacket:

(a) The outer jacket to be fitted with elasticized cords at base of sleeves and center back neck mid-point, plus a double stud 15 mm snap at the center back base, to connect to the Inner Fleece jacket.

E3.12 Stitching:

(a) All stitching shall be lockstitch, and there shall be no less than 3 or no more than 4 stitches per cm. The beginning and ending of all stitching shall be securely backstitched or tacked unless secured by other stitching. All appropriate seams must be overlocked.

E3.13 Care/Washing:

(a) Jacket must be able to withstand repeated machine washings (warm) with no noticeable deterioration in stitching, colour, wind proofness and waterproofness. There shall be six metal grommets placed at the base of the front and back waistbands and sleeves to facilitate water drainage after machine washing.

E3.14 Labels:

(a) Care label must state: garments must be machine washable (warm), hang to dry.

E4. FLEECE INNER LINER JACKET

E4.1 Materials Outershell:

(a) 100% polyester circular knitted fleece fabric, with anti-static finish, two sides brushed, one side anti-pilling, minimum weight 330 gr/m².

E4.2 Lining:

(a) For sleeves and back panel – 100% nylon 210T Taffeta

E4.3 Trim:

(a) For front and back, upper body yokes, sleeves, epaulets and back of collar - Supplex nylon.

E4.4 Construction:

(a) Waist length fleece jacket with zipper closing pockets, knit cuffs and elasticized piping on waistband.

E4.5 Chest:

(a) The upper front and back panels to be covered by nylon fabric trim, extending 7" below the neck seam (in back) and 10" below (in front).

E4.6 Front Opening:

(a) YKK #5 vision nylon 1-way zipper with dull black anodized slider, with one inner flap 1" wide extending from the bottom edge to the collar points. There shall be five (5) 15 mm snaps on this inner flap and on the opposite front panel and collar to connect to matching snaps on the inside of the outer jacket.

E4.7 Sleeves:

(a) To be fleece with navy nylon trim extending 13" up from the cuff opening, and 7" across the top straddling the back sleeve seam. Each sleeve opening shall have 2" knit cuffs, with one inner snap tab bearing male and female 13 mm snaps, which align and connect through elasticized cords on the sleeve openings of the outer jacket, when the liner jacket is worn in the outer jacket. The sleeves shall be zipper detachable using a YKK #5 nylon coil zipper. The armhole construction shall cause the armhole zippers to be completely hidden, whether the sleeves are attached or detached.

E4.8 Side Openings:

(a) This fleece inner jacket shall have 10" YKK #5 nylon coil one-way zipper side openings at each side seam. There shall be an elastic webbing ½" wide x 4" long set at the front edge of the side zipper opening, bearing a 13 mm snap stud which shall close two 13 mm snaps on the opposite side, as well as, to a single 13 mm snap at the base of the webbing.

E4.9 Pockets:

(a) There shall be two outer diagonal fleece welt pockets closing with 7" YKK #5 Vislon zippers, plus two inner pockets, closing with #3 YKK nylon coil zippers 7" long.

E4.10 Epaulettes:

(a) Attached epaulets with snap closure should be 6½" from base to point and 2" wide.

E4.11 Collar:

(a) Fleece material collar with nylon trim back collar should be 4" high at midpoint and 3½" high at collar points. At the center back neck point should be one snap tab which can connect to the hanger loop at the A-1 outer jacket neck area, or to the elasticized cord at the neck midpoint, when the outer jacket is reversed.

E5. APPROVED PRODUCTS

E5.1 The following products are approved;

E2020 FLC - Jacket with Fleece Liner

E6. SIZING CHART

SIZE	5	W	L	XL	2XL	3XL	4XL	GRADIN	TALLS	SHORTS
OUTER JACKETS				-						
CHEST	50.0	54.0	58.0	62.0	66.0	70.0	74.0	4.0		
UPPER CHEST	18.5	19.5	20.5	21.5	22.5	23.5	24.5	1.0		
ACROSS SHOULDER	21.0	22.0	23.0	24.0	25.0	26.0	27.0	1.0		
ACROSS BACK 7" DOWN	20.0	21.0	22.0	23.0	24.0	25.0	26.0	1.0		
NECK OPENING	21.0	22.0	23.0	24.0	25.0	26.0	27.0	1.0		
ARMHOLE	25.0	26.0	27.0	28.0	29.5	31.0	32.5			
SLEEVE OPENING	11.0	11.5	12.0	12.5	13.0	13.5	14.0			
SLEEVE LENGTH	37.0	37.5	38.0	38.5	39.0	39.5	40.0	0.5	+2""	As Regs
(A2FC) CBACK LENGTH	30	30	30.5	30.5	31	31.5	32		+2""	-2""
(A2FC) BOTTOM Regs & Talls	46	49	52	56	60	64	68			
BOTTOM "SHORTS"	48.0	51.0	53.0	57.0						

FLEECE INNER JACKET	5	M	L	XL	2XL	3XL	4XL	GRADIN	TALLS	SHORTS
CHEST	46.0	50.0	54.0	58.0	62.0	66.0	70.0	4.0		
UPPER CHEST	16.5	17.5	18.5	19.5	20.5	21.5	22.5	1.0		
ACROSS SHOULDER	20.0	21.0	22.0	23.0	24.0	25.0	26.0	1.0		
ACROSS BACK 7" DOWN	20.0	21.0	22.0	23.0	24.0	25.0	26.0	1.0		
NECK OPENING	18.0	19.0	20.0	21.0	22.0	23.0	24.0	1.0		
ARMHOLE	24.0	25.0	26.0	27.0	28.0	29.0	30.0	1.0		
SLEEVE OPENING (RIB)	7.0	7.5	8.0	8.0	8.5	8.5	8.5			
SLEEVE LENGTH	36.0	36.5	37.0	37.5	38.0	38.5	39.0	0.5	+2""	As Regs
BACK LENGTH	25.0	25.0	25.5	25.5	26.0	26.5	27.0		+2""	-2"'
BOTTOM (RELAXED)	32.0	35.0	38.0	42.0	46.0	50.0	54.0			
BOTTOM (EXTENDED)	44.0	47.0	50.0	54.0	58.0	62.0	66.0			