



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 948-2025**

**SUPPLY AND DELIVERY OF FIREFIGHTING TURNOUT GEAR**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 Supply and Delivery of Firefighting Turnout Gear

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, February 12, 2026.

B2.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

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

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

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

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

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

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

B3.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **B4. CONFIDENTIALITY**

B4.1 Information provided to a Proponent by the City or acquired by a Proponent 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 Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal 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 Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B5.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.
- 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 Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.

- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent 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 Proponent bidding that approved alternative may base their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B19.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal; and
  - (b) Form B: Prices.
- B7.2 The Proposal shall also consist of:
- (a) Practical Evaluation in accordance with B10 Trial and Testing.
- B7.3 Further to B7.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B7.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B19.1(a).
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B8. PROPOSAL**

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
  - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;

- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

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

- (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by their duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

B9.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

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

B9.1.3 Prices stated in response to B9.1 shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D20. Any such costs shall be determined in accordance with D20.

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 Proposals.

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

B9.4 Where applicable to the Request for Proposal, payments for services to Non-Resident Proponents are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B10. TRIAL AND TESTING**

B10.1 The City shall purchase Representative Samples for Trial and Testing in accordance with B13.6 and B13.7.

B10.1.1 In the event that more than one (1) proponent submits a proposal for an identical brand/style of turnout gear as another proponent, only the proponent submitting the lowest price shall be requested to supply a Representative Sample.

B10.2 The Firefighting turnout gear shall be evaluated for:

- (a) Initial Inspection;
- (b) Initial Fit (sizing by distributor);
- (c) Washing Inspection;
- (d) Fit (Post Wash);
- (e) Ease of Movement;
- (f) Ease of Donning;
- (g) Functional Comfort;
- (h) Turnout Gear compatibility with current PPE branch process (sizing, washing, drying, inspecting and repairing)
- (i) Functional Comfort (with SCBA);
- (j) Thermal Environment; and
- (k) Moisture and Drying.

B10.3 The Trial and Testing period will be approximately four (4) weeks in a controlled environment.

## **B11. DISCLOSURE**

B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

- (a) ABC Fire and Safety – Specifications
- (b) Gore Tex – Specifications
- (c) PBI Products – Specifications
- (d) Safety Components - Specifications

## **B12. CONFLICT OF INTEREST AND GOOD FAITH**

B12.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B12.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or

(d)involvement in ongoing litigation;

that could or would be seen to:

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

**B12.3** In connection with their Proposal, each entity identified in B12.2 shall:

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

**B12.4** Without limiting B12.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

**B12.5** Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of their Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

**B12.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

### **B13. QUALIFICATION**

**B13.1** The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent 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.
- B13.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B13.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
  - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.4 and D6).
- B13.4 Further to B13.3(d), the Proponent acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B13.5 The Proponent 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 Proponent and of any proposed Subcontractor.
- B13.6 Following the bid submission deadline, the City shall request Representative Samples as follow:
- (a) The Proponent shall provide as part of his/her Proposal, a Representative Sample of each item Identified on Form B: Prices – Phase One.
    - (i) The City shall request the proponent to attend, at an assigned date and time, the Proponent to obtain measurements for the Representative Samples that will be required for trial and testing.
    - (ii) The Representative Sample will be purchased by the City for the purpose of testing for evaluation in accordance with B19. Proponents are reminded that the Representative Sample that will be provided shall be *exactly* what will be provided in the event that the Proponent is awarded the contract in Phase 2 of this RFP.
    - (iii) The Proponent shall only have contact with the Contract Administrator during the trial period. The Proponent shall have no contact with any Winnipeg Fire Paramedic Service member(s) performing the trial of the turnout gear, should any contact transpire, the City may determine the Proponent to be in breach and may disqualify the Proponent from the RFP.
- B13.7 Further to B13.6, Representative Samples shall include turnout coat and trousers and shall be delivered within twenty (20) Business Days from the date measurements are taken and are not to be supplied with the Proposal.

- (a) Representative Samples shall be delivered f.o.b. destination, freight prepaid:

**Attention: Jared Blair**  
City of Winnipeg  
Fire Paramedic Service  
South Side of Building – Door G  
2456 McPhillips Street  
Winnipeg, Manitoba R2P 2T2

- (b) Proponents shall ensure the following are included in with the samples:

- (i) Documents providing details of the measuring system; and  
(ii) Washing instructions for the submitted turnout gear.

B13.8 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

#### **B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B14.1 Proposals will not be opened publicly.

B14.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).

B14.3 The Proponent is advised that any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B14.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B14.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

#### **B15. IRREVOCABLE OFFER**

B15.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B15.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

#### **B16. WITHDRAWAL OF OFFERS**

B16.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

#### **B17. INTERVIEWS**

B17.1 The Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

## **B18. NEGOTIATIONS**

- B18.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B18.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B18.3 If, in the course of negotiations pursuant to B18.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B19. EVALUATION OF PROPOSALS**

- B19.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
  - (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B13: (pass/fail)
  - (c) Total Bid Price; 40%
  - (d) Trial and Testing 60%
- B19.2 Further to B19.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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 Proposal or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B19.3 Further to B19.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.
- B19.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B19.1(a) and B19.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B19.5 Further to B19.1(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.
- B19.5.1 Further to B19.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B19.6 Further to B19.1(d), Trial and Testing will be evaluated on the quality, workmanship, fit and performance of the turnout gear in accordance with B10.
- B19.6.1 Further to B19.6, a Proponent who does not score a minimum of 45 out of 60 available percentage points for Trial and Testing shall not be considered further.
- B19.7 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B17.

B19.8 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B19.9 Phase Two (2) of this Contract will be awarded as a whole.

B19.9.1 Further to B19.9, only Phase Two (2) shall be awarded to the Proponent who has submitted the most advantageous offer in accordance with B19.1.

## **B20. AWARD OF CONTRACT**

B20.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B20.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.

B20.2.1 Without limiting the generality of B20.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with their own forces;
- (d) only one Proposal 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.

B20.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B20.4 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D20 shall immediately take effect upon confirmation of such funding, regardless of when the funding is confirmed.

B20.5 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents

B20.5.1 The Contract documents as defined in C1.1(p) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.

B20.6 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.

B20.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of two (2) phases as follows:

- (a) Phase One shall be the Trial and Testing of firefighting turnout gear (protective ensembles) in accordance with B19.
- (b) Phase Two shall consist of the supply and delivery of firefighting turnout gear (protective ensembles) that is determined to be the most advantageous offer based on the results of Phase One.

D2.2 The Work to be done under Phase Two shall consist of the supply and delivery of firefighting turnout gear for the period from date of award until December 31, 2026, with the option of four (4) mutually agreed upon one(1) year extensions.

D2.2.1 Phase Two shall also include the Contractor taking initial measurements of all WFPS Firefighters for record keeping purposes. It is anticipated that the initial measurements will be scheduled over several days and will take place at the WFPS Training Academy.

- (a) Coat sizing shall be based on chest, body, and sleeve measurements. Chest size shall serve as the primary determinant, with coat dimensions increasing or decreasing proportionally to ensure proper ergonomic fit and protective overlap.
- (b) Pant sizing shall be based on waist and in-seam measurements. A regular in-seam of 30 inches shall be used as the standard reference, with in-seam length increasing or decreasing in 1-inch increments as required.

D2.2.2 Phase Two shall also include the Contractor taking measurements of new recruits when a new recruitment class is coming in.

D2.2.3 The Contractor shall take into account both the dynamic and static positions of the user when taking measurement.

D2.2.4 The Contractor shall provide a facility in Winnipeg and arrange to have users available for measurements in a continuous manner.

D2.2.5 The Contractor shall ensure that the turnout gear measurements shall not vary by more than a ¼ inch variance from pre-wash/original measurements after five (5) washing and drying cycles.

D2.2.6 Measurements taken by the Contractor shall be provided to the Contract Administrator once completed.

D2.2.7 Any cost incurred by the Contractor to have measurements taken shall be borne by the Contractor and at no additional cost to the City.

D2.3 The City may negotiate the extension option with the Proponent within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

D2.4 Changes resulting from such negotiations shall become effective on January 1<sup>st</sup> of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

- D2.5 Proponents are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.
- D2.6 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.6.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D2.6.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of their actual operational requirements.
- D2.7 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work

### **D3. COOPERATIVE PURCHASE**

- D3.1 The Contractor is advised that this is a cooperative purchase.
- D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D3.4 If any location of the potential participant is more than ten (10) kilometers beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
  - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
  - (c) a participant may specify that only some items under this Contract and/or less than their total requirement for an item are to be supplied under their contract; and
  - (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of their contract and the fulfilment of their obligations under their contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

### **D4. DEFINITIONS**

- D4.1 When used in this Request for Proposal:
- (a) **"FR"** means Flame Retardant;

- (b) **“PPE”** means Personal Protective Equipment;
- (c) **“Proponent”** means any Person or Persons submitting a Proposal for Goods;
- (d) **“Representative Sample (s)”** means the sample submitted will be **exactly** what will be provided for the duration of the contract and shall meet all specifications;
- (e) **“Supply Chain Disruption”** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption.
- (f) **“SCBA”** means self-contained breathing apparatus; and
- (g) **“WFPS”** means Winnipeg Fire Paramedic Service.

## **D5. CONTRACT ADMINISTRATOR**

D5.1 The Contract Administrator is:

Jared Blair  
Assistant Director  
WFPS Fire Rescue Academy  
Telephone No.: 204 794 3171  
Email Address: jblair@winnipeg.ca

## **D6. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

D6.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D6.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg’s behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D6.1.2 The accessible customer service obligations include, but are not limited to:

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

## **D7. SUPPLIER CODE OF CONDUCT**

D7.1 The Contractor has reviewed and understands the City’s Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>

D7.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.

D7.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

## **D8. UNFAIR LABOUR PRACTICES**

D8.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.

D8.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

D8.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).

D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C16.

D8.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.

D8.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.

D8.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.

D8.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

## **SUBMISSIONS**

### **D9. AUTHORITY TO CARRY ON BUSINESS**

D9.1 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**

### **D10. COMMENCEMENT**

- D10.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D10.2 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 D9;
    - (ii) evidence of the workers compensation coverage specified in C6.17; and
    - (iii) the direct deposit application form specified in D16.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D11. DELIVERY**

- D11.1 Goods shall be delivered within fifty (50) Business Days of the placing of an order, f.o.b. destination, freight prepaid to:
- Winnipeg Fire Paramedic Service  
PPE Branch Door G  
South Side of the Building  
2456 McPhillips Street  
Winnipeg, Manitoba  
R2P 2T2
- D11.1.1 It should be noted that orders may range from one (1) garment (coat and/or trousers) or up to forty (40) or more of *sets* (coat and trousers) of garments.
- D11.2 The Contractor shall confirm each delivery with the Contract Administrator or their designate, at least two (2) Business Days before delivery.
- D11.3 Goods shall be delivered between 8:00 a.m. and 3:30 p.m. on Business Days.
- D11.4 The Contractor shall off-load goods as directed at the delivery location.
- D11.5 Measurement and sizing for initial order shall be determined after award. The Contract Administrator shall advise the Contractor for sizing and measurements for subsequent orders.

### **D12. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D12.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract in close consultation with the Contract Administrator.
- D12.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D12.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of material or goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D12.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay

declare the additional delay and shall provide sufficient evidence as indicated in D12.3 Failure to provide this notice will result in no additional time delays being considered by the City.

- D12.5 Work schedule, including the durations identified in D10 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D12.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

### **D13. ORDERS**

- D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

### **D14. RECORDS**

- D14.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D14.2 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.
- D14.3 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**

### **D15. INVOICES**

- D15.1 Further to C10, the Contractor:
- (a) shall submit invoices for Work performed in accordance with the instruction on the City's website at: <https://www.winnipeg.ca/finance/corporate-accounts-payable.stm>; and
  - (b) should copy the Contract Administrator on submission of its invoice.

### **D16. PAYMENT**

- D16.1 Further to C10, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

### **D17. PAYMENT SCHEDULE**

- D17.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

## **WARRANTY**

### **D18. WARRANTY**

- D18.1 Warranty is as stated in C11.

## DISPUTE RESOLUTION

### D19. DISPUTE RESOLUTION

- D19.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D19.
- D19.2 The entire text of C19.4 is deleted, and amended to read: "Intentionally Deleted"
- D19.3 The entire text of C19.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Division Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D19.4 Further to C19, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
  - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
    - (i) The Contract Administrator;
    - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
    - (iii) Department Head.
- D19.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D19.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D19.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D19.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D19.4.3 as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C19.

## THIRD PARTY AGREEMENTS

### D20. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D20.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D20.2 Further to D20.1 in the event that the obligations in D20 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D20.3 For the purposes of D20
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
  - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D20.4 Modified Insurance Requirements
- D20.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all subcontractors and subconsultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.
- D20.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D20.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D20.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D20.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D20.5 Indemnification By Contractor
- D20.5.1 In addition to the indemnity obligations outlined in C15 of the General Conditions for Goods, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

- D20.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
  - (b) any damage to or loss or destruction of property of any person; or
  - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

## D20.6 Records Retention and Audits

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

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

## D20.7 Other Obligations

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

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

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

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

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

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

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

## **ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS**

### **D21. ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS**

- D21.1 Further to C10.4 and subject to C6.13, the Contract Price shall be adjusted if any change in a law or tax imposed under the Excise Act, the Excise Tax Act, the Customs Act, the Customs Tariff, The Mining Tax Act (Manitoba), or The Retail Sales Tax Act (Manitoba), by an act of the Congress of the United States of America, or by Executive Order by the President of the United States under the International Emergency Economic Powers Act of the United States of America or similar legislation:
- (a) occurs after the Submission Deadline;
  - (b) applies to Material; and
  - (c) affects the cost of that Material to the Contractor.
- D21.2 Further to C10.5, if a change referred to in C10.4 occurs, the Contract Price shall be increased or decreased by an amount equal to the amount that is established, by an examination of the relevant records of the Contractor, to be the increase or decrease in the cost incurred that is directly attributable to that change, and which the Contractor has proven to the Contract Administrator represents the minimum amount of increase necessary in order to obtain necessary Material or Plant. For the avoidance of doubt, the Contractor shall be required to provide satisfactory proof that it has investigated alternative options for obtaining equivalent Material or Plant and reducing or eliminating the increase in Contract Price, up to and including entering into purchase agreements with vendors located in other jurisdictions, in order for Contractor to be able to avail itself of the increase in Contract Price permitted under this clause.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

#### E2. STANDARDS

- E2.1 Turnout gear is required to meet or exceed NFPA Testing standards as noted in the following:

Description	Component	Test Method
Thermal Protective Performance (TPP)	Composite	NFPA 1970/1850
Total Heat Loss (THL)	Composite	ASTM – F1868
Conductive and Compressive Heat Resistance (CCHR - Reinforced Areas)	Composite	NFPA 1970/1850
Transmitted and Stored Thermal Energy (SET)	Composite	NFPA 1970/1850
Weight	Composite Layers	AATCC 127 or ISO 811
Water Absorption	Outer Shell	NFPA 1970/1850
Taber Abrasion	Outer Shell	ASTM D3884-92-H-18wheel, 500g and 1000g weights
Tear Strength	Outer Shell	NFPA 1970/1850
Breaking Strength	Outer Shell	NFPA 1970/1850
Light Fastness	Outer Shell	NFPA 1970/1850
Thermal Shrinkage and Heat Resistance (oven test)	Outer Shell	NFPA 1970/1850
Thermal Liner		NFPA 1970/1850
Cleaning Shrinkage	Outer Shell	NFPA 1970/1850

- E2.2 The Contractor shall provide proof of compliance within five (5) Business Days, upon request of the Contract Administrator or designate. Proof of compliance includes but are not limited to:
- Certificates;
  - Valid independent accredited laboratory reports/documentation; and
  - Fabric manufacturer's certified test reports.
- E2.3 The Contractor shall ensure that all materials, labels, components and the finish products meet the NFPA 1970/1850 standards that apply to protective clothing for structural firefighting, current edition at the time of order.
- E2.4 The Garment assembly of outer shell, moisture barrier and thermal liner shall exhibit a minimum TPP of 35, THL 205 and a maximum RET of 45.
- E2.4.1 The Contractor shall provide a third-party documentation confirming the TPP rating of garments supplied under the Contract.

**E3. GOODS:**

E3.1 The Contractor shall supply protective turnout coat and trousers in accordance with the requirements hereinafter specified.

**E3.2 Fabric, Design and Material for both Turnout Coat and Trouser**

- (a) Turnout gear shall be constructed from virgin material; and
- (b) Thread shall be made of Nomex material and shall resist heat and not ignite, melt or char when exposed to a temperature of 500E F (260E C) in accordance with Method 1534, "Melting Point of Synthetic Fibres" of Federal Test Method Standard 191A, Textile Test Methods.
- (c) Outer Shell Material shall be:
  - (i) Weight: approximately 6.5 oz/yd<sup>2</sup>;
  - (ii) Material composition: 80% Nomex® / Kevlar® spun yarns and 20% 400 denier Kevlar® filament;
  - (iii) Weave type: comfort-twill;
  - (iv) Finish: DWR (Durable water-repellent); and
  - (v) Color: Khaki.
- (d) Moisture Barrier Material for liner shall be:
  - (i) Fabric Weight: 3.3 oz/yd<sup>2</sup> woven, 93% Meta-Aramid / 5% Para-Aramid / 2% Anti-Stat;
  - (ii) Type: Two-layer CROSSTECH® Black – Type 2F;
  - (iii) Membrane: Enhanced bicomponent PTFE with hydrophilic/oleophobic coating;
  - (iv) Seams: Stitched and sealed with ≥1-inch GORE-SEAM® tape;
  - (v) Weight: ~4.7 oz/yd<sup>2</sup>; and
  - (vi) Preferred Option: GORE Crosstech Endure.
- (e) Thermal Liner Material shall be:
  - (i) Facecloth: Twill weave, 86% Aramid / 14% FR Viscose, ≥60% filament Nomex®;
  - (ii) Facecloth weight: ~3.6 oz/yd<sup>2</sup>;
  - (iii) Quilting layers: 1 layer of 2.3 oz/yd<sup>2</sup> meta-aramid threads and 1 layer of 1.5 oz/yd<sup>2</sup> 100% aramid nonwoven spun lace; and
  - (iv) Total thermal barrier weight: ~7.4 oz/yd<sup>2</sup>.
- (f) Liner of the turnout gear ensemble shall consist of:
  - (i) Moisture barrier and thermal liner with major B seams reinforced with overlock and lock stitching;
  - (ii) The moisture barrier seams should be fully sealed to prevent moisture penetration;
  - (iii) The seam construction should contain a thermal and moisture barrier edges enclosed within liner and bias-cut material used at seam edges for durability and barrier integrity; and
  - (iv) The inspection port should allow visual verification of sealed moisture barrier seam integrity.
- (g) Knit Material shall be manufactured with Knit Nomex for all sections of the coat and trouser ensemble that specify "Knit Material".
- (h) Hook and Loop Fasteners shall:
  - (i) Have two (2) parallel rows of thread around the perimeter of both components of the fastener system;
  - (ii) Be flame resistant securing full flap length;
  - (iii) Have reinforced stitching for durability and resistance to separation; and
  - (iv) Have stitching positioned to minimize abrasion and prevent thread damage.
- (i) Zipper Fastening shall be heavy duty YKK Vislon, as described in NFPA 1070/1850.

- (j) Snap and Dome Fasteners shall be as described in NFPA 1970/1850.
    - (i) Two color coded dome fasteners should be used to secure the inner liner and the outer shell of the protective coat and trousers
  - (k) Design shall be:
    - (i) Ergonomic/athletic design to accommodate the nature of work for fire operations, to increase user comfort and to enhance body movement and performance;
    - (ii) Constructed with no raw edges and include bar tacking at stress points; and
    - (iii) Where specified, Arashield Material should be used to manufacture sections of the ensemble or comparable reinforcing durable material.
  - (l) Reflective Trim of shell shall be:
    - (i) A 3M Scotchlite™ Reflective Material – 5687;
    - (ii) Width of 3 inches;
    - (iii) Color: Lime-yellow with silver center;
    - (iv) Style: segmented triple trim; and
    - (v) Complaint with the current NFPA standard.
- E3.2.1 The Contractor shall have available to purchase from the manufacturing company, for five (5) consecutive years, any layers making up the components of the modules.
- (a) This will allow the layers to be cleaned or replaced separately without replacing the entirety of the protective coat and trousers

E3.3 Item No. 1 – Protective Turnout Coat shall be two (2) separate modules – shell and liner as follows:

**Outer Shell**

- (a) Outer shell shall come with a reinforced overlock and lock stitched with bar-tacked stress points as follows:
  - (i) Cut should be tapered 16-panel athletic cut (front 4” shorter than the back);
  - (ii) Base length should be approximately 32” for overlap with pants;
  - (iii) The collar, sleeves and gussets should be sized according to chest;
  - (iv) Kevlar drag harness should be as follows:
    - ◆ Be accessible via back flap with hook-and-loop closure;
    - ◆ Have a reflective “DRD” marking; and
    - ◆ Be designed for durability, comfort and fit.
- (b) Sleeves shall be:
  - (i) Compatible with a gauntlet style glove or mitt.
  - (ii) End of the outer shell should not be more than one (1) inch past the sleeve end of the liner.
    - ◆ length should be full length, proportioned to jacket chest size for proper fit and mobility;
    - ◆ Pattern design should extend over top of shoulder to prevent seams from resting directly on shoulder to minimize coat rise during movement;
    - ◆ The construction of the sleeves should be multi-panel design with single-piece panel along body side and additional panels shaped to follow natural arm bend for ergonomic comfort;
    - ◆ Seam should be positioned to avoid contact with coat body when arms rest at sides; and
    - ◆ Elbow seams should incorporate retro-reflective piping for enhanced visibility in low-light and confined spaces.
  - (iii) Cuff design of sleeves:
    - ◆ angled cut with the top longer than the bottom for added glove overlap and protection;

- ◆ be reinforced to reduce stress and minimize wear. Reinforcement should be sewn between sleeve outer shell and waterwell to protect stitching from abrasion;
  - ◆ Sleeve ends (cuffs) should be reinforced with an additional two (2) inch piece of outer shell;
  - ◆ Cuffs should enhance protection while maintaining unrestricted range of motion;
  - ◆ Have at least one wristlet per sleeve with a minimum value of 20 TPP;
  - ◆ Wristlets should be provided in such a manner that it will not cause discomfort when the user's arms are fully raised or extended;
  - ◆ Wristlets length and size should be determined by the user's sleeve length and hand size; and
  - ◆ Wristlets should include a "thumb loop" for securement.
- (c) Glove Interface (Wristlet and Waterwell):
- (i) The coat should include a system to block potentially carcinogenic particles at the coat-to-glove interface;
  - (ii) The glove interface should be sewn to a waterwell, which in turn shall be stitched to the outer shell to prevent debris entry into the sleeve;
  - (iii) The waterwell should be constructed of Stedair® Prevent, which is air permeable and blocks particulates from 0.1 to 1 micron at greater than 99% efficiency;
  - (iv) The glove interface should be a two-ply gray Nomex® spandex rib-knit wristlet with an integrated thumb loop for secure placement;
  - (v) The Stedair® Prevent particulate layer should be embedded between the two plies of the wristlet and extend to its outer edge for continuous particulate protection;
  - (vi) The waterwell should have a shallow design to prevent water accumulation when arms are raised; and
  - (vii) The design should provide a lightweight, low-profile barrier that effectively prevents water infiltration and reduces the risk of steam burns.
- (d) Collar:
- (i) The collar should provide continuous, complete thermal and moisture protection to the neck area in accordance with the NFPA 1970/1850 standards;
  - (ii) Should be a variable-height collar design;
  - (iii) Collar should be constructed as 2 layers of outer shell, 1 layer of thermal barrier and 1 layer of breathable moisture barrier;
  - (iv) Should have full protective coverage at back and lower front profile for SCBA facepiece integration and comfort; and
  - (v) Hanging loop should be made of specified outer shell material internally positioned for secure storage.
- (e) Throat Protector Closure:
- (i) A throat protector closure should be of a contoured/ergonomic design without a free hanging closure tab; and
  - (ii) The throat closure should be continuous with the coat's storm flap to eliminate gaps in the throat area.
- (f) Front Closure:
- (i) Storm flap should be 1-piece design extending from bottom hem to top of collar eliminating gaps in throat area. The storm flap shall be constructed from same outer shell and moisture barrier materials as coat body; and
  - (ii) Grab tab should be reinforced, made of outer shell material with internal padding and designed for ease of operation while wearing gloves.
- (g) Pockets:

- (i) The protective coat should have one bellow type radio pocket on the outside of the outer shell, one notebook pocket on the inside liner, one slash pocket on the inside of the storm flap and two main jacket pockets (below or other) on either side of the body;
- (ii) The radio pocket should be 7" in height x 4" in width x 2 1/2" in depth, bellow type pocket lined with moisture barrier material as follows:
  - ◆ The radio pocket should be constructed from outer shell material, lined with moisture barrier on front, bottom, and side panels;
  - ◆ It should be equipped with a flap featuring an angled, padded grab tab made of outer shell material for ease of use with gloved hands;
  - ◆ Flap should include an antenna opening for radio access on the left side and close using flame-resistant hook-and-loop fastener;
  - ◆ All stress points reinforced with bar-tacks for strength and durability; and
  - ◆ A drainage eyelet should be provided at the base of the pocket for water evacuation.
- (iii) The notebook pocket on the inside of the liner shall be constructed of FR cotton material patch with the dimensions of 7 1/2" x 8" as follows:
  - ◆ The notebook pocket should be constructed of outer shell material and placed below the right chest area on the inside of the liner, attached to the exterior of the thermal layer (between the thermal liner and the user's body).
- (iv) The slash pocket on the inside of the storm flap shall be constructed of moisture barrier and be approximately 7" x 7" as follows:
- (v) The two main pockets should be fully lined with Kevlar reinforcing material as follows:
  - ◆ Two semi-bellow pockets should be provided on the front of the coat, constructed from outer shell material;
  - ◆ Each pocket should include a full-width flap with a padded grab tab for ease of use with gloved hands;
  - ◆ Pockets should be secured with flame-resistant hook-and-loop fasteners and reinforced with bar-tacks at all stress points; and
  - ◆ Pocket bottoms should be reinforced with a layer of Kevlar® for added durability.
- (h) Microphone Strap:
  - (i) A strap shall be constructed to hold a microphone for a portable radio as follows:
    - ◆ The size of the microphone strap should be 1" x 3";
    - ◆ A loop for attachment of a microphone should be installed above the radio pocket;
    - ◆ The loop should be constructed from outer shell material for durability and heat resistance;
    - ◆ It should provide sufficient clearance for easy attachment and removal of equipment; and
    - ◆ The loop should be bar-tacked at each end to ensure secure attachment to the coat body.
- (i) Placement of Reflective Trim on Coat:
  - (i) The placement of the reflective trims should be proportionate to the size of the coat and not a designated measurement between all sizes;
  - (ii) Reflective trim placement shall be in accordance with NFPA 1970/1850 (edition in effect at time of order);
  - (iii) Trim placement shall be as follows:
    - ◆ One (1) band around the lower portion of the jacket;
    - ◆ One (1) band around the back and chest area below the armpit; and

- ◆ One (1) band around each sleeve below the elbow.
- (iv) WFD shall be reflective lettering two (2) or three (3) inches in height as follows:
  - ◆ Lettering should be placed on a piece of outer shell and sewn to the back of the coat beneath hem trim
- (j) Chest Flashlight Holder:
  - (i) The chest flashlight holder should be a hanging reverse clip on a patch with a hook and loop strap;
  - (ii) Adjustable loop should be constructed from outer shell material measuring 11 inches in length:
    - ◆ Attached with bar tacks, leaving a 1.5-inch opening; and
    - ◆ Secures onto itself using hook-and-loop fastener.
  - (iii) Metal clip should be installed so that the bottom of the clip is 1.5 inches above the loop:
    - ◆ Mounted to the outer shell using a rectangular reinforcement patch (outer shell material).
  - (iv) Reinforcement patch dimensions should be 3" x 2", sewn to the garment.
- (k) Radio Microphone Loops:
  - (i) The radio microphone strap should be affixed to the coat directly above the hanging flashlight reverse clip.
- (l) Hanger Loop:
  - (i) A hanger loop should be supplied to prevent damage to the thermal liner if a coat is hung on a hook.
- (m) Back Gussets, Arm Insulation, and Ventilation System:
  - (i) The coat should include two extensible gussets centered on the back to enhance range of motion and flexibility;
  - (ii) Each gusset should contain internal elastic to ensure automatic retraction when arms return to a neutral position, preventing snagging;
  - (iii) All gusset ends should be bar-tacked for reinforcement; and
  - (iv) Coats without centered or retractable action backs shall not be accepted.

### **Coat Liner**

- (n) Supplemental Thermal Protection:
  - (i) A performance specification indicating thermal protective performance must be provided in the third-party documentation accompanying the coat;
  - (ii) The liner attachment should be slightly shorter than jacket and sleeves and secured to outer shell via front closure and two sleeve tabs; and
  - (iii) Thermal reinforcement should be done with additional layers in shoulders and under elbow reinforcements for increased heat protection.
- (o) Waist Particulate Barrier:
  - (i) The design should incorporate particulate protection with the inner liner system of the coat;
  - (ii) The particulate barrier should be integrated with the coat and not require separate closure;
  - (iii) The coat should include a system designed to block potentially carcinogenic particles at the coat-to-pant interface;
  - (iv) A waist gaiter made of Stedair® Prevent should be sewn to the interior of the jacket liner at the waist area;
  - (v) The gaiter should be air permeable while blocking particulates from 0.1 to 1.0 microns at greater than 99% efficiency;
  - (vi) It should extend completely around the waist and maintain a height sufficient to ensure full coverage;

- (vii) The bottom of the gaiter should be elasticized to provide a snug fit around the waist and shall close using flame-resistant hook-and-loop fastener; and
  - (viii) An additional strap with integrated snap should assist in securing the storm band and maintaining seal integrity.
- (p) Ventilation System:
- (i) The liner should include corresponding pleats that function with the outer shell gussets to improve shoulder and arm movement;
  - (ii) The coat should include additional insulation in the arms, achieved by inserting regularly spaced folded thermal barrier strips between the thermal and moisture barriers;
  - (iii) The spacing between strips should create air pockets that enhance thermal protection and wearer comfort;
  - (iv) The coat shall include a ventilation system across the back and shoulders to increase comfort when wearing an SCBA. Coats without a ventilated back and shoulder design shall not be accepted;
  - (v) This system should use three-dimensional closed-cell foam padding, shaped and positioned to promote heat dissipation and distribute weight evenly; and
  - (vi) The pads should be secured to the thermal barrier with aramid mesh, providing cushioning and maintaining spacing for air movement.

E3.4 Item No. 2 – Protective Turnout Trousers shall be two (2) separate modules – shell and liner as follows:

- (a) Consist of a thermal and moisture barrier. This will allow for each module to be cleaned separately without replacing the entire turnout trouser. The modular construction of the trouser shall be as follows:

**Outer Shell**

- (b) The leg cuffs should be two color-coded dome fasteners.
- (c) Pant leg should be designed to accommodate boots with large shafts and collars.
- (d) Lower leg should widen from knee to cuff for easier donning over larger boots.
- (e) Front and back rises should measure from the crotch seam and graded by waist size to ensure proper overlap with the coat.
- (f) Waist Closure:
  - (i) Should have a heavy-duty zipper;
  - (ii) Should be secured with minimum number of dome fasteners required to retain cover flap and inner liner in position;
  - (iii) Regular-waist trouser should allow unrestricted pull-up and movement and crotch constructed with oversized diamond-shaped panels for unrestricted movement as follows:
- (g) Include ten body panels to enhance flexibility and ergonomic fit.
- (h) Seams:
  - (i) Seam above each knee should feature retroreflective piping for improved visibility and motion with additional seam behind each knee increases range of motion;
  - (ii) Inseams positioned to prevent contact and abrasion between legs when walking;
  - (iii) Stress points such as pockets and flaps should be bar-tacked for durability. Major seams should be lapped and double-stitched: initial multi-thread overlock, then folded and finished with twin rows of lockstitch; and
  - (iv) All seams should be sewn with inherently flame-resistant aramid thread at a consistent stitch density to resist unraveling if cut or worn.
- (i) Waistband:
  - (i) Pant should be equipped with at least six belt loops made from outer shell material;

- (ii) Loops should be evenly spaced around waist for consistent support; and
  - (iii) Each loop should be wide with sufficient opening for standard belt fit and secured to pant with lock stitching and reinforced bar tack.
- (j) **Pant Closure System:**
  - (i) Closure system should feature a heavy-duty zipper for durability and ease of use;
  - (ii) Storm flap should be constructed from dual layers of outer shell material for protection and should include padded grabber made of outer shell for easy operation with gloved hands;
  - (iii) Hook-and-loop fasteners should provide secure closure over zipper;
  - (iv) Pant fly should be designed to block entry of carcinogenic particles;
  - (v) Fly protection made of Stedair Prevent, an air-permeable particulate-blocking material providing over 99% filtration efficiency for 0.1 to 1.0 micron particles;
  - (vi) Protection panel should be sewn to liner corresponding to fly opening, ensuring complete coverage; and
  - (vii) Elastic band encapsulated in flame-resistant fabric maintains protective panel position inside pant.
- (k) **Trouser Cuffs:**
  - (i) Pant cuffs should feature a reverse boot cut design, shorter at the back for proper overlap and fit;
  - (ii) Should be reinforced with durable polymer-coated aramid for enhanced abrasion resistance;
  - (iii) Reinforcement should include aramid cording to reduce stress points and minimize wear; and
  - (iv) Reinforcement should be sewn inside the outer shell to protect stitching from abrasion.
- (l) **Knee Pads/Reinforcement**
  - (i) Knee area should be shaped with darts and pleats to enhance flexibility and comfort;
  - (ii) Should be of an articulated design that will improve mobility and range of motion;
  - (iii) Should be reinforced with rectangular polymer-coated aramid panel sized proportionally to pant dimensions;
  - (iv) Reinforcement should be double stitched to outer shell for durability;
  - (v) Should have two layers of flame-resistant closed-cell foam padding placed between reinforcement and outer shell for protection and comfort; and
  - (vi) Knee pads should be included within the trouser system to ensure full coverage of the knee when kneeling and crawling and shall be of maximal available thickness and quality.
- (m) **Pockets**
  - (i) Trousers should have two (2) side leg bellow pockets constructed of outer shell material;
  - (ii) Pockets should be fitted with full-width flaps featuring angled grabbers made from outer shell and padded for gloved use;
  - (iii) A hook and loop securement of the outer pocket flap consisting of a full width section on the pocket and a series of 3 vertical sections on the interior of the flap;
  - (iv) Pockets should be double reinforced with aramid;
  - (v) The pocket should have two drainage eyelets at bottom of each pocket; and
  - (vi) There should be multiple bar tacks applied to all stress points for strength.
- (n) **Placement of Reflective Trim on Trouser**
  - (i) One band of trim shall be placed around the lower portion of each leg.

### **Trouser Liner**

- (o) Design:
  - (i) Shall be overlapping to ensure full 360° moisture and thermal protection; and
  - (ii) Shall allow full opening for easy donning.
- (p) Suspenders:
  - (i) Be part of the protective trousers but are not to be considered the main support;
  - (ii) Be designed to equalize pressure on the straps when the wearer bends side to side;
  - (iii) Straps shall be two (2) inch heavy duty cotton with padding and rip cord style adjustment;
  - (iv) Have two (2) inch two tone reflective trim (silver on yellow) sewn onto the suspenders visible from the front and back;  
Be “H” style in design;
  - (v) Be available in various sizes, fully removable and can be purchased as a separate part.
  - (vi) Suspenders should have a tab on the Velcro for ease of removal from the trouser.

E3.5 Item No. 3 – Suspenders shall be as follows:

- (a) In accordance with all specifications outlined in E3.4(p), to be available as a replacement part.

### **E4. LABELS**

E4.1 Each garment shall be labelled as follows:

- (a) In accordance with the requirements of NFPA 1970/1850, current edition at time of order placement; and
- (b) Be permanent so they will stay intact and be legible for the life of the

E4.2 Each garment component shall contain an RFID chip capable of future linkage to a computerized tracking program to record component details, manufacturing and service data, and user assignment, allowing for future expansion into full asset management and tracking integration.

E4.3 A one-dimensional barcode, in the interleaved 2 of 5 formats shall be printed on the label of each separable layer of the garment. The barcode shall represent the serial number of the garment. The manufacturer shall be able to provide a detailed list of each asset of a drop-shipped order, and shall include but not be limited to the following:

- (a) Brand;
- (b) Order Number;
- (c) Serial Number;
- (d) Style Number;
- (e) Color;
- (f) Description;
- (g) Chest/ Body/ Arm Length;
- (h) Waist and In-seam;
- (i) Date of Manufacture; and
- (j) Mark-For Data.

E4.3.1 This information shall be able to be imported into the manufacturers web-based system designed to facilitate the organization and tracking of assets in accordance with the cleaning and inspection requirements of OSHA and NFPA 1970/1850.

## **E5. PACKAGING**

- E5.1 Protective coats shall be packaged and delivered in a container that allows for a maximum of one-fold and a minimum of one protective coat and matching protective trouser with suspenders per package.
- E5.2 Each package shall clearly identify on the outside:
- (a) The types of contents (i.e. protective coat(s) and trousers); and
  - (b) Serial number and sizes.

## **E6. QUALITY CONTROL**

- E6.1 Prior to delivery, the Contractor shall inspect each individual garment (coat or trouser) to ensure the garments are free of flaws, imperfections, blemishes, improperly finished seams, improperly secured trim or seam tape and any other defects that may adversely affect its appearance, serviceability or performance.
- E6.2 After each delivery, each garment will be inspected by the department for flaws, imperfections, blemishes, improperly finished seams, improperly secured trim or seam tape, obvious sizing errors and/or any other defects.
- E6.3 After initial inspection, if the garment shrinks more than specified (NFPA std.) or any post washing quality issues are identified, the garment shall be replaced at the Contractor's expense.

## **E7. MAINTENANCE**

- E7.1 The Contractor shall provide written washing and care instructions for the turnout gear within two (2) Business Days, upon request of the Contract Administrator.
- E7.1.1 The instructions shall include detailed descriptions of:
- (a) The washing process; and
  - (b) The drying process.
- E7.2 The washing and drying process shall be in accordance with NFPA 1970/1850 guidelines.

## **E8. TRAINING**

- E8.1 The Contractor shall arrange for the manufacturer to provide on-site care maintenance, inspection and repair training.
- E8.1.1 The Contractor shall provide an on-site OSHA mandated training session on "Knowing the Limits of Your PPE".
- E8.2 Training shall be in compliance with NFPA 1970/1850.
- E8.2.1 Upon completion the Contractor shall provide each participant a certificate of completion.
- E8.3 The training shall include the full personal protective ensemble.

## **E9. APPROVED PRODUCTS**

- E9.1 Subject to E1.2, the following products are approved:
- (a) Innotex Energy w/GRAY Integration and Airflow