



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 253-2007

SUPPLY AND DELIVERY OF SOFT BODY ARMOUR VESTS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF SOFT BODY ARMOUR VESTS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 11 2007.

B2.2 Bid Submissions 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 D4.1.

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 notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision 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 Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

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

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

B4. ADDENDA

B4.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B4.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

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

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

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B5. SUBSTITUTES

- B5.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B13.
- B5.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B6. BID SUBMISSION

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

- B6.2 All components of the Bid Submission 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 in ink, to constitute a responsive Bid.
- B6.3 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.4 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B6.4.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.5 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B6.5.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.6 Bid Submissions submitted by internet electronic mail (e-mail) will not be accepted.
- B7. BID**
- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;

- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

B7.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.

B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid Submission and the Contract, when awarded, shall be both joint and several.

B8. PRICES

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

B8.1.1 Prices on Form B: Prices shall include:

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

B8.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B8.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9. QUALIFICATION

B9.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of

performing the Work required to be done in accordance with the terms of the Contract;

- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba).

B9.2 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B9.3 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

B10.1 Bid Submissions will not be opened publicly.

B10.2 After the Submission Deadline, the names of the Bidders and their bid prices (evaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B11. IRREVOCABLE BID

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

B11.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B12. WITHDRAWAL OF BIDS

B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B12.1.1 Notwithstanding GC.7.05(2), the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
- (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and

- (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.

B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B13. EVALUATION OF BIDS

B13.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B5.

B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements if the interests of the City so require.

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

B13.4 Further to B13.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

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

B14. AWARD OF CONTRACT

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

B14.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B14.2.1 Without limiting the generality of B14.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.

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

- B14.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B14.5 The Contract Documents, as defined in GC.1.01(7), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

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

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of supply and delivery of soft body armour vests for the period of July 1, 2007 to June 30, 2008.
- D2.2 The major components of the Work are as follows:
- (a) Supply & Delivery of Soft Body Armour Vests (Male & Female);
 - (b) Individually fit Winnipeg Police Service member in Winnipeg for details see E10.
- D2.3 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D2.3.2 Subject to GC.4.08, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
 - (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;
 - (c) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
Craig Davill
Quartermaster Stores Unit

472 Notre Dame Ave
Winnipeg, MB R3B 1R5

Telephone No. (204) 986-6141
Facsimile No. (204) 986-6127

D5. NOTICES

- D5.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".
- D5.2 GC.7.05 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.
- D5.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.4, D5.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.
- D5.4 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:
The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174
- D5.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:
The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

- D6.1 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.

CONTROL OF WORK

D7. COMMENCEMENT

- D7.1 The Contractor shall not commence any Work until he is in receipt of a purchase order authorizing the commencement of the Work.
- D7.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is 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.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D8. ORDERS

- D8.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D9. RECORDS

- D9.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D9.2 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.
- D9.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

MEASUREMENT AND PAYMENT

D10. INVOICES

- D10.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for each order delivered.
- D10.2 Further to D5.3, the Contractor shall submit invoices to the locations designated at the time of ordering.
- D10.3 Invoices must clearly indicate, as a minimum:
- (a) the City's order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of goods delivered;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D10.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D11. PAYMENT

- D11.1 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D12. WARRANTY

- D12.1 Notwithstanding GC.10.01 and GC.10.02, the warranty period for each item of Work supplied shall begin on the date of successful delivery and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections unless extended pursuant to D12.2, in which case it shall expire when provided for thereunder.
- D12.2 If a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.
- D12.3 Notwithstanding GC.10.01, GC.10.02 and D12.2, if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E2. GOODS

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

E2.2 These specifications shall govern the manufacture and inspection of SOFT BODY ARMOUR VESTS, Male and Female.

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

E2.4 These specifications supersede all previous specifications for SOFT BODY ARMOUR VESTS.

E3. APPLICABLE SPECIFICATIONS

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

E3.2 Industry Standard specifications of stitch and fabrication, but with Canadian modification per the Bodycote Ortech Ballistic Technology Laboratory or equivalent independent laboratory.

E3.3 NIJ Standard 0101.04+ Ballistic Resistance of Police Body Armour threat LEVEL II.

E4. GENERAL REQUIREMENTS

E4.1 The article or material covered by this specification shall be free from imperfections or blemishes such as may affect its appearance or serviceability. All workmanship is to be of first quality. No defect that might affect the performance, wearability or durability of the vest will be tolerated. The Winnipeg Police Service shall have the sole right to determine if this and all other requirements have been met.

E4.2 Design - Soft Body Armour Vest coverage is to provide full wrap - but not overlap - protection of the torso. Coverage is to be the maximum available consistent with wearability needs. This is defined as a vest with "full wrap" side panels that "butt fit" at the sides, with no more than a 1" (inch) gap. Suitable relief of 1"-2" (inch) shall be allowed between the bottom of the vest and the gun belt while standing, so that no binding occurs when the officer is in a sitting position. Ample relief shall be provided in the armpit region. A 2"-3" (inch) scoop shall be cut into the neck region that prevents the armour from showing when worn under a shirt with an open collar. See Drawing #1, and Drawing #2 that are attached.

E4.3 The vest shall consist of a carrier containing a front and rear ballistic panel. The ballistic panels shall be able to be removed to allow for cleaning. The carrier is to be designed to be washed and the ballistic panels are to be designed to be wiped clean.

E5. DETAIL REQUIREMENTS

E5.1 **Protection Level (Ballistic Resistance)** - Each ballistic panel shall protect against the following bullets, "Threat Level II" and all lesser threat levels;

- | | | |
|----------------|-------------|------------|
| - .357 Magnum, | 158gr. JSP | (1395 fps) |
| - 9 mm | 124 gr. FMJ | (1175 fps) |

- .40 calibre	165 gr. JHP HS	(1023 fps) (WPS Issue)
- .40 calibre	165 gr. FMJ Encapsulated	(1063 fps) (WPS Training)
- .40 calibre	180 gr. JHP HS	(1023 fps) (WPS ERU)

Abbreviations:

FMJ	Full Metal Jacketed
JSP	Jacketed Soft Point
JHP	Jacketed Hollow Point
HS	Hydra Shok

- E5.2 Test Methods - All ballistic panels tested shall be tested in accordance with the United States Department of Justice NIJ Standard 0101.04. In addition to the 2- bullets mentioned in the NIJ Standard 0101.04, the same standards shall apply to the 3 - bullets presently being utilized by the Winnipeg Police Service, that are also mentioned in section 5.1. Wet and dry NIJ style testing is required for .40 calibre tests. The ballistic panels shall meet the threat levels when tested
- E5.3 The Bidder shall provide proof upon request of the Contract Administrator, the V-50 Ballistic Limit in excess of the LEVEL II NIJ 0101.04 Standard for 9mm 124 grain FMJ (1175 fps) rounds that the Bidder has achieved. This will assist in future testing to evaluate deterioration as a result of wear.
- E5.4 The Bidder shall warrant that each certified model will continue to perform at its established levels as demonstrated by independent laboratory tests, within a normal variation of six percent (6%) of the NIJ 0101.04 standard (Level II) for a minimum service life of five years.
- E5.5 The Bidder shall warrant that each certified model will be identical in design and construction to that which was originally certified. The Bidder shall have retained samples from the original certification to confirm verification and / or inspection. No substitutions will be allowed without the prior written approval of the Winnipeg Police Service.
- E5.6 Further to E5.2 and E5.3 all test costs will be paid for and arranged for by the Bidder. All tests shall be submitted within fifteen (15) days of request by the Contract Administrator. Records related to and including production and testing of ballistic cloth and ballistic panels / vests shall be maintained by the producing textile mill and vest manufacturer for a minimum period of 10 years. All vests shall be serialized, 100 percent (100 %) inspected and traceable. The records must be available to the Winnipeg Police Service for inspection within seven (7) Calendar Days of a request by the Contract Administrator.
- E5.7 Further to E5.2 Vests are to be built in accordance to the United States Department of Justice NIJ Standards 0101-04.

E6. REPRESENTATIVE SAMPLE

- E6.1** The Bidder may be required to supply a representative sample to the Winnipeg Police Service. The sample will be provided at the contract price, F.O.B. 472 Notre Dame Ave, Winnipeg, Manitoba R3B 1R5, freight prepaid, within (30) Calendar Days upon request by the Contract Administrator. **The representative sample must be made to the exact specifications as the vests that will be delivered and must be in total compliance with the specifications contained herein.**

E7. MATERIALS

- E7.1** **Cloth, Ballistic** - Shall be constructed of ballistic yarn with a maximum size of 930 Decitex (840 Denier), Twaron 930 Decitex fabric is an approved equal. Yarn produced under the trade name **Kevlar 129** is acceptable. Wherever "**Kevlar 129**" is stated in this document it implies:

“Kevlar or equivalent”

- E7.2 The equivalent being certified on the manufacturer's label that the cloth shall be natural in colour and shall be thoroughly scoured with not more than 0.7 percent (0.7%) residuals, shall not contain loading materials and shall be free from imperfections. The yarn shall have the manufacturer's normal twist. No full layer may have any coatings that might restrict flexibility or moisture vapour breathability. No reinforced plastic on non-woven ballistic fabrics will be permitted. Male vest panels 17" (43 cm) or greater in width shall be flexible enough to be folded in half twice over and then remain folded when placed on a table. The first fold is to be along the vertical centerline and the second fold is to be along the horizontal centerline. The ballistic panel shall be soft, flexible and readily able to conform to the body. All portions shall be cross stitched to improve durability of shape retention. However, the cross stitching shall be accomplished in such a way that the vest remains extremely flexible. To prevent unnecessary stiffness, no quilt, diamond or box stitching through the entire panel will be allowed, a five (5) point tacked reinforced stitch is acceptable.
- E7.3 A label shall be positioned on each ballistic panel that contains the manufacturer's name, threat level, size, model, lot, serial numbers, date of manufacture, side worn to body, care instructions, certification of compliance, and required warnings on vest limitations. Each ballistic vest shall also contain a concealed label to enable future tracing of the panel by model, serial, lot number and date of manufacture. See Schedule I.
- E7.4 **Cloth, pouch, Ballistic Panel:** Each ballistic panel shall be permanently covered with a water resistant material. The cover must prevent body oils, and liquids from contaminating the ballistic panel and/or compromising the water-resistant properties of the cover.
- E7.5 Front panel shall have pile type velcro attached to both left and right shoulder portions of the panel, away from body. Each portion shall be a minimum of 5 cm wide and 8cm high. Back panel shall have pile type velcro attached to panel, toward body approx 3cm from top of panel. Velcro is to be horizontally centered and to be a minimum of 10 cm wide and 5 cm high.
- E7.6 **Female,** front panels shall have an overlap of 3 cm minimum to form the bust shape and shall have a minimum of three (3) rows of acceptable stitching using “**Kevlar**” in order to ensure ballistic integrity and produce the correct cup size. A darted bust is acceptable.

E8. CLOTH CARRIER, INTERNAL/EXTERNAL

- E8.1 Each vest shall be supplied with two (2) complete sets or cloth carriers. One set will be an internal carrier, the second set will be an external carrier. Carriers must meet specifications listed in E8.2 through E8.8.
- E8.2 A label shall be positioned on the carriers stating model, size, date of issue, and carrier care instructions. Washable indelible ink must be used. Internal and external carriers shall be guaranteed against defects in workmanship for eighteen (18) months from the date of delivery. See Schedule 2.
- E8.3 **INTERNAL CARRIER** shall be constructed to form front and back pockets shaped to securely retain ballistic panels. The pockets shall have a 'Velcro' type hook and pile closure cross their entire opening. The opening shall be at least 3" from the bottom of the pockets for easy insertion and removal of the ballistic panels. The neck cutout (“U” -type) and general configuration shall be compatible with the ballistic panel pattern, a “V” neck design will also be acceptable. The shoulders shall be adjustable by the elastic webbing and hook and pile fasteners. The 'Velcro' type pile shall be 3" long. The 'Velcro' type pile shall be 7+ 1/2" long at the waist and chest and 4" long at the shoulders. The carrier shall also have integral front and rear shirttails, one layer of material, serged, turned and tip stitched. They shall have a slight gap of not greater than 1" where the front and rear sections meet.
- E8.4 Each internal carrier shall be dark navy blue with six (6) points adjustable. Each carrier is to be made from a minimum of 4.6 oz./sq. yd. to a maximum of 5.6 oz./sq. yd. of CoolMax woven fabric or any other material with equivalent or better moisture-wicking properties on the entire

body side of the carrier and a polycotton exterior. Each carrier shall have two (2) armour plate pockets so that the wearer has the option of using either a standard 5" x 8" or an optional 7" x 10.5" armour plate.

- E8.5 A label shall be positioned on the carriers stating model, size, date of issue, and carrier care instructions. Washable indelible ink must be used. Internal and external carriers must be guaranteed against defects in workmanship for eighteen (18) months from the date of delivery. See Schedule 2.
- E8.6 **EXTERNAL CARRIER** Each vest shall be supplied with an external wear four point adjustable carrier. The front and back carrier panels must have two shoulder extensions. These extensions are to be equipped with a 4 inch (10 centimetre) hook and loop closure system with the back panel straps extending to overlap the front. Each torso side area is also to be equipped with a 6-inch (15 centimetre) hook and loop closure system with the back panel sides extending and overlapping the front. Each back panel shoulder extension is to be equipped with 1 inch (2.5 centimetre) horizontal microphone straps.
- E8.7 The carrier's front must have two armor plate pockets so that the wearer has the option of using either a standard 5" by 8" (13 cm by 20 cm) or an 7" by 10" (18 cm by 25 cm") armor plate. The carrier backings (toward body) is to have 16 inch (40 centimetre) pad access openings with constant hook and loop closure. Small hook and loop closures are also required at the plate pocket top.
- E8.8 The carrier front is to have two chest pockets with plastic zipper closures. The left pocket will be equipped with a retractable drop down badge tab. This tab will be equipped with eyelets to easily attach the Environment Canada officers breast badge. This tab shall consist of two plies of shell fabric measuring 4 inches wide by 4 inches high with finished edges. The right pocket will fit an officer's notebook and also have an insert to hold a pen or pencil
- E8.9 The external wear four point adjustable carrier shall be constructed of fabrics as follows:
- (a) Shell Fabric: 200 Denier Nylon (warp), and 3-ply 70 denier taslanized nylon filling, plain weave, treated with durable fluorocarbon water and stain release agents.

(The following values are plus or minus 10%.)

Count:	Warp: 114	Filling: 46
Weight: (uncoated):	5.5 oz. per sq. yd.	
Break Strength (lbs):	Warp: 350	Filling: 136
Tear Strength (lbs):	Warp: 25	Filling: 10
Shrinkage:	Warp: 2%	Filling: 2%
Color Fastness and Crocking:	Good	

- (b) Colour: Spruce Matte Black.
- (c) Hook and Loop: The hook and loop tape shall be made from a durable woven. The hook and loop tape must meet the following closure performance: 13.0 (PSI) average shear, 1.3 (PIW) average peel, and 6.0 (PSI) tension
- E8.10 In addition to velco mentioned above, both internal and external carriers shall have hook type velco on inside of carriers to match pile type velcro on panel specified in E7.5.

E9. MATERIAL REQUIREMENTS

- E9.1 **Sewing Thread** - Sewing thread shall be Nylon, Bell Thread Co. Ltd. CB46 or equivalent. Colour shall match each carrier fabric.
- E9.2 **Elastic Webbing** - Webbing shall be Texfast Group Ltd. 7166-099 or equivalent. Each of the six (6) adjustable straps shall be sufficient length and width to ensure fastening without undue stretching.

E9.3 **Hook and Pile Fastener** - The hook tape shall be 5.0 cm (2") wide, equal to Velcro Canada Ltd., Hook #80, 0199 or 3M Scotchmate SJ3402. Loop tape shall be 5.0 cm (2") wide equal to Velcro Canada Ltd. #001, 0199 or 3M Scotchmate SJ. The colour shall match each carrier fabric.

E10. SIZES AND FITTING

E10.1 **Male and Female Sizes** - The Contractor shall be required to individually fit all garments to male and female members at:

Quartermaster Stores Unit
472 Notre Dame Ave
Winnipeg, MB R3B 1R5

Further, the Contractor Administrator shall pre-determine the measurement dates of two separate weeks for Soft Body Armour Fittings, each week to consist of a consecutive Monday through Friday, 9 am through 4 pm. Notification of measurement dates required shall be provided to the Contractor.

E10.2 Initial fit of custom-measured vest shall be guaranteed to fit satisfactorily on delivery. The Contractor agrees to provide alterations or replacement free, until the wearer is satisfied, and all sizing and fittings shall be conducted at the Contractor's expense.

E11. PACKAGING AND DELIVERY

E11.1 Each vest must be packaged individually in a protective plastic bag and shipped in a specially designed protective cardboard box. A packing slip shall be enclosed showing the contents of each shipment.

E11.2 Goods shall be delivered on a "scheduled" basis during the term of the Contract, f.o.b. destination, freight prepaid, to:

Quartermaster Stores Unit
472 Notre Dame Ave
Winnipeg, MB R3B 1R5

E11.2.1 Scheduled dates where measurements will be required to be taken by the Contractor shall correspond with existing Winnipeg Police Service Recruit Training. To ensure processes are not disrupted, all Soft Body Armour Vests for the recruit candidates shall be completed within 30 Calendar days. Standard Recruit Class is between 24 and 48 members.

E11.2.2 Recruit Vests, shall be delivered within thirty (30) Calendar days after date of measurement.

E11.2.3 Balance of shipment within ninety (90) Calendar days after date of measurement.

E11.3 Goods shall be delivered between 8:30 a.m. and 3:30 p.m. on Business Days.

E11.4 The Contractor shall off-load goods as directed at the delivery location.

E11.5 Inspection and acceptance will be made upon each delivery to confirm all materials and workmanship meet the specifications. The right is reserved to reject garments which are incomplete or that contain defective materials and / or workmanship. Rejected garments shall be returned to the Contractor, at their expense immediately after notification of rejection.

E12. SCHEDULE I - LABEL ON POUCH OF THE BALLISTIC PANEL

WEAR THIS SIDE NEXT TO BODY

(MANUFACTURER'S NAME)

PROTECTION LEVELS

Vest Type: Threat Level II Body Armour

This armour is manufactured in accordance with and complies with the NIJ 0101.04 standard.

.357 Magnum	158 Gr.	JSP	1395 fps
9 mm	124 Gr.	FMJ	1175 fps

(In addition the following Winnipeg Police Service Bullets were tested and found to meet the same standard)

.40 Calibre	165 Gr.	JHP HS	1023 fps
.40 Calibre	165 Gr.	FMJ Encapsulated	1063 fps
.40 Calibre	180 Gr.	JHP HS	1023 fps

Abbreviations:

- JSP - Jacketed Soft Point
- FMJ - Full Metal Jacketed
- JHP - Jacketed Hollow Point
- HS - Hydra-Shok

MODEL / STYLE: _____

SIZE: _____

LOT NUMBER: _____

DATE OF MANUFACTURE: _____

SERIAL NUMBER _____

BALLISTIC PAD CARE INSTRUCTIONS:

- 1) WIPE WITH DAMP CLOTH
- 2) DO NOT MACHINE WASH OR MACHINE DRY
- 3) DO NOT BLEACH DRY CLEAN OR IRON

E13. SCHEDULE 2 - LABEL ON OUTER CLOTH CARRIER

**THIS CARRIER HAS NO BALLISTIC QUALITIES.
LOOK AT THE BALLISTIC PANELS TO
DETERMINE THE PROTECTION PROVIDED**

MODEL:

SIZE:

DATE OF ISSUE:

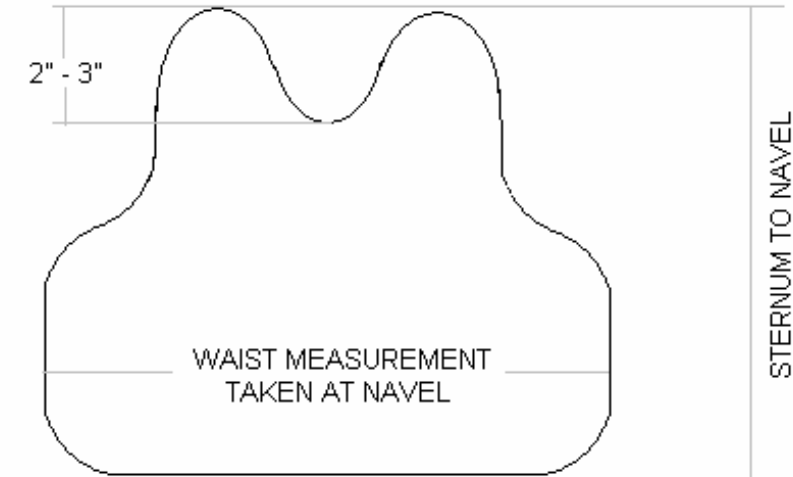
CARRIER CARE INSTRUCTIONS

1. To clean the carrier, REMOVE the ballistic panels.
2. Machine wash carrier using Durable Press cycle at medium water temperature
3. DO NOT use bleach.
4. DO NOT use fabric softener.
5. Carrier may be air dried or machine dried at MEDIUM setting.
6. Carrier may be commercially dry-cleaned.
7. DO NOT machine wash the ballistic pads. Follow instructions on panels

(MANUFACTURER'S NAME)

E14. SCHEDULE 3 - DRAWING #1 FRONT PANEL

WINNIPEG POLICE SERVICE



E15. SCHEDULE 4 - DRAWING #2 BACK PANEL

WINNIPEG POLICE SERVICE

