



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 743-2007

SUPPLY AND DELIVERY OF BOMBER JACKETS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF BOMBER JACKETS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 8, 2008.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

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

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

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

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

B4. ADDENDA

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

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

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

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

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

B5. SUBSTITUTES

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

B6. BID SUBMISSION

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

- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B6.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B6.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.6 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B6.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.
- B7. BID**
- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

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

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

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

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

B8. PRICES

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

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

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

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

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

B9. QUALIFICATION

B9.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (d) be a Canadian vendor, having a place of business in Canada where the Bidder conducts activities on a permanent basis and that is clearly identified by name and is accessible during normal working hours.

- B9.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B9.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).
- B9.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B9.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

- B10.1 Bids will not be opened publicly.
- B10.2 Following the Submission Deadline, the names of the Bidders and their bid prices (evaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>
- B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>
- B10.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B11. IRREVOCABLE BID

- B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B11.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B12. WITHDRAWAL OF BIDS

- B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B12.1.1 Notwithstanding GC.7.05(2), the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

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

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

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.

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

B13. EVALUATION OF BIDS

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

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

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

- (a) The bidder shall within fifteen (15) Business days of a request by the Contract Administrator, provide a representative sample of the goods offered.

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

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

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

B14. VIEWING OF REPRESENTATIVE SAMPLE(S)

B14.1 City samples of the goods to be supplied are available for viewing at the City of Winnipeg, Fire Paramedic Service, 2546 McPhillips Street (South Side of Building – Stores Receiving Entrance – Door M1) Winnipeg, Manitoba.

- (a) Viewing hours are between 8:00 a.m. to 2:30 p.m., Monday to Friday. Contact Contract Administrator to schedule appointment at 986-5255.

B14.2 Goods supplied shall meet or exceed the quality of the current City samples.

B15. AWARD OF CONTRACT

B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

- B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- B15.3.1 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.
- B15.4 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.
- B15.5 The Contract Documents, as defined in GC.1.01(7), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

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

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. UNFAIR LABOUR PRACTICES

- D2.1 Further to GC2.02, the Contractor declares that in bidding for the work and in entering into this contract, he and his subcontractors conduct their respective business in accordance with established international codes as they relate to child and forced labour embodied in United Nations (UN) and International Labour Organization (ILO) conventions as ratified by Canada.

The Contractor shall forfeit all claims under the Contract as well as refund to the City any monies paid to him, beyond his actual proven expenses for work done, if this declaration is shown to be false.

D3. SCOPE OF WORK

- D3.1 The Work to be done under the Contract shall consist of supply and delivery of bomber jackets the period of the date of award to February 1, 2010.
- D3.2 The Work shall be done on an "as required" basis during the term of the Contract.
- D3.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D3.2.2 Notwithstanding GC.4.08, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D4. DEFINITIONS

- D4.1 When used in this Bid Opportunity:
- (a) "**Award Authority**" means the authority having the jurisdiction to award the Contract according to the City's by-laws, policies or procedures;
 - (b) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
 - (c) "**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;

- (d) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;

D5. CONTRACT ADMINISTRATOR

- D5.1 The Contract Administrator is:

Diane Kowaliuk C.P.P.
Supervisor of Stores
2546 McPhillips Street
Winnipeg, Manitoba R2P 2T2
Telephone No. (204) 986-5255
Facsimile No. (204) 334-4308

D6. NOTICES

- D6.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".
- D6.2 GC.7.05 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.
- D6.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D5.1.
- D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:
The City of Winnipeg
Chief Administrative Officer Secretariat
Attn: Chief Administrative Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174
- D6.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:
The City of Winnipeg
Corporate Services Department
Legal Services Division
Attn: City Solicitor
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly

registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

- D7.2 The Contractor shall be a Canadian vendor, having a place of business in Canada where the Bidder conducts activities on a permanent basis and that is clearly identified by name and is accessible during normal working hours.

SCHEDULE OF WORK

D8. COMMENCEMENT

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

D9. FORFEITURE OF CONTRACT

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

D10. ORDERS

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

D11. RECORDS

- D11.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D11.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) delivery date(s); and
 - (d) description and quantity of goods supplied.
- D11.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

MEASUREMENT AND PAYMENT

D12. INVOICES

- D12.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for each order delivered.
- D12.2 Further to D6.3, the Contractor shall submit invoices to the locations designated at the time of ordering.

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

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

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

D13. PAYMENT

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

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

INDEMNITY

D14. INDEMNITY

D14.1 Notwithstanding GC.7.03, the Contractor shall indemnify the City in the amount of twice the Contract value.

WARRANTY

D15. WARRANTY

D15.1 Warranty is as stated in GC.10.01.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

E1.1 These Specifications shall apply to the Work.

E2. GOODS

E2.1 The Contractor shall supply three (3) in one (1) bomber jackets in accordance with the requirements hereinafter specified.

E2.2 Item No. 1 – Bomber Jackets and outer shell shall be as follows:

E2.3 Outer shell:

- (a) Color dark navy;
- (b) SUPER HIPTEX 3000 Taslanized 3-ply nylon;
- (c) visible white HIPTEX 3000 Membrane waterproof breathable barrier (or equivalent) DIRECTLY ON THE BACK OF THE OUTERSHELL FABRIC. To be equivalent, this barrier should exceed;
- (d) 120 psi in the High Pressure Water Penetration Test (Mullen Tester) and;
- (e) 1,000 cm (10,000 mm) in the Hydrostatic Pressure Test (Textest Head Tester), and;
- (f) 800 gr/m² * 24 hrs when tested for Moisture Vapour Transmission (Procedure B.);
- (g) All outer shell seams including patch pockets to be seam taped and guaranteed waterproof.

E2.4 Lining:

- (a) 100% taffeta water repellent nylon, black.

E2.5 Construction:

- (a) Hip length jacket 28" (shorts), 30" (regulars), 32" (talls).

E2.6 Sleeves:

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

E2.7 Zippers:

- (a) Front zipper YKK Vislon 2-way jumbo, black, up to collar points. Main zipper slider to have outer shell fabric loop ¼" x 2 ¾" long with the loops ends concealed and bartacked.
- (b) Bottom of zipper chains to be bartacked for reinforcement.
- (c) Sleeve zippers (underarm) nylon YKK black 1-way 7" long, for added ventilation on 2-piece sleeve.
- (d) Hidden pocket zipper, nylon YKK 1-way black 6 ½" long, slider with black dangling "teardrop" puller.

- (e) 2 side zippers YKK black nylon 2-way 12" long, with adjustable snap tab closures.
- (f) 1 black YKK #5 Vislon zipper for fleece inner jacket connection to neck seam only.

E2.8 Pockets:

- (a) 2 lower double entry front pockets 8 ¾" high (to top of pocket flap) x 7" wide with flaps fastened by concealed 13 mm gunmetal black anodized dome fasteners and black Velcro (1" x 1") for storage and concealed side entry (6" opening minimum) lined on both sides for warmth.
- (b) Left pocket flap to have pencil slot at least ¾" wide, bartacked at either end.- 1 hidden zipper closing pocket, under right front flap (8" deep x 6 ½" wide). Zipper slider to have dangling "tear-drop" puller for easy use.
- (c) 2 upper pleated patch pockets 7" high (to top of pocket flap) x 5 ¼" wide with flaps fastened by concealed 13 mm gunmetal black anodized dome fasteners and black Velcro (1" x 1"). Left pocket flap has pencil slot at least ¾" wide with bartacks at either end.
- (d) 2 inside pockets with flaps (1" wide) and should measure 7" wide x 9" high (to top of pocket flap).
- (e) All pocket openings and pocket flaps bartacked at both ends.

E2.9 Epaulettes:

- (a) Fully detachable military style epaulettes on shoulders, to be stitched across, so that the epaulette lies flat at the top of the armhole.

E2.10 Collar:

- (a) High insulated storm collar with knit insert, with 2 added snaps to connect collar of inner fleece jacket.

E2.11 Cuffs:

- (a) 2 ¼" wide cuffs, with genuine leather set into edge, extending 2 mm below the cuff (uniformly along the cuff edge), with one 15 mm black anodized dome fastener (female) to snap to 2 (male) snaps for adjustability.

E2.12 Front flaps:

- (a) Double flaps (inner and outer) at front to top edge of collar for extra warmth with five (5) concealed dome fasteners (15 mm gun metal anodized) with polyester padding which is flexible and comfortable.

E2.13 Side openings:

- (a) Side vent openings at each side seam with a two-way 12" nylon zipper and bottom elasticized snap tabs, closing from back to front. All snaps should be securely placed.

DETACHABLE FLEECE LINER JACKET

E2.14 Outer Shell:

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

E2.15 Lining:

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

E2.16 Trim:

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

E2.17 Construction:

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

E2.18 Chest:

- (a) The upper front and back panels to be covered by nylon fabric trim, extending 7" below the neck seam (in back) and 10" below (in front). On the front trim should be placed the badge holder, radio mike holder and/or I.D. holders, in accordance with the Department's needs.

E2.19 Front opening:

- (a) YKK #5 Vislon nylon 1-way zipper with dull black anodized slider, with one inner flap 1" wide extending from the bottom edge to the collar points.

E2.20 Sleeves:

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

E2.21 Side openings:

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

E2.22 Pockets:

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

E2.23 Epaulettes:

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

E2.24 Collar:

- (a) Fleece material collar with nylon trim back collar should be 4" high at midpoint and 3 ½" high at collar points, with two added domed snaps to connect to outer jacket collar.
- (b) At the center back neck midpoint should be one snap tab, which can connect to the hanger loop of outer jacket.

E2.25 Trimmings:

- (a) All visible trimmings, including thread and non-woven material must be black colour.

E2.26 Shoulder Flashes:

- (a) Sewn on both shoulders, outer jacket and fleece jacket (supplied by the Department).

E2.27 Durability:

- (a) All nylon taffeta seams and edges must be overlocked stitched, to avoid unraveling in machine washing.
- (b) Both jacket and liner must be able to withstand repeated machine washings (warm) with no noticeable deterioration in stitching, colour, windproofness and waterproofness.

E2.28 Size Ranges:

- (a) Available in short, regular and tall.
- (b) XS, S, M, L, XL, XXL, XXXL and XXXXL.

E2.29 Labelling:

- (a) Garment shall be permanently labelled with the manufacturer, care instructions and size.

E3. DELIVERY

E3.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to 2546 McPhillips Street Winnipeg, Manitoba.

E3.1.1 Goods shall be delivered within thirty (30) Business Days of the placing of an order, except where otherwise agreed at the time of ordering.

E3.1.2 The Contractor shall promptly report any delay or change to an agreed delivery date to the User.

E3.2 Goods shall be delivered between 7:30 a.m. and 3:30 p.m. on Business Days.

E3.3 The Contractor shall off-load goods as directed at the delivery location.