



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 573-2006

**SUPPLY AND DELIVERY OF FIRE FIGHTING TURNOUT GEAR (PROTECTIVE
ENSEMBLE)**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF FIRE FIGHTING TURNOUT GEAR (PROTECTIVE ENSEMBLE)

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 30, 2006.

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 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 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 ba

B5.2 sed on the materials, equipment, methods and products specified in the Bid Opportunity.

B5.3 Substitutions shall not be allowed.

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; 100%
- (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.

- (a) The bidder shall, within four (4) Business Days by request from the Contract Administrator provide representative samples of the goods offered. Samples provided by the bidder may be subjected to destructive testing. If samples provided are subjected to destructive testing and are not able to be returned intact, the City shall pay the Bidder seventy-five (75) percent (%) of the unit price bid in the document Form B: Prices.

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

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

B14. AWARD OF CONTRACT

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

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

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

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;

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

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

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

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

B14.5 The Contract Documents, as defined in GC.1.01(7), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

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

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. UNFAIR LABOUR PRACTICES

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

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

D3. SCOPE OF WORK

- D3.1 The Work to be done under the Contract shall consist of supply and delivery of fire fighting turnout gear (protective ensemble) for the period of date of award to December 31, 2008.
- 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 Subject to GC.4.08, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D4. DEFINITIONS

- D4.1 When used in this Bid Opportunity:
- (a) "**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;

D5. CONTRACT ADMINISTRATOR

- D5.1 The Contract Administrator is:
Diane S. 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
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
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.

CONTROL OF WORK

D8. COMMENCEMENT

- D8.1 The Contractor shall not commence any Work until he is in receipt of a purchase order 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 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.

D9. ORDERS

- D9.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D10. RECORDS

- D10.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D10.2 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.
- D10.3 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

D11. INVOICES

- D11.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for each order delivered.
- D11.2 Further to D6.3, the Contractor shall submit invoices to the locations designated at the time of ordering.
- D11.3 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.
- D11.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D12. PAYMENT

- D12.1 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

D13. WARRANTY

- D13.1 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 unless extended pursuant to D13.2, in which case it shall expire when provided for thereunder.
- D13.2 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.
- D13.3 Notwithstanding GC.10.01, GC.10.02 and D13.2, 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.
- E1.2 The following models are pre-approved providing they meet the specifications listed below;
- (a) Morning Pride – Model # BPR3242;
 - (b) Starfield Lion – Model Flame Fighter;
 - (c) Globe – Model G-Extreme.

E2. GARMENT SIZING AND MEASURING

- E2.1 Each protective ensemble shall be custom fit to the user. Bidders are advised that male and female users must be fitted.
- E2.2 The Contractor shall be responsible for all measuring. Fit must also take into account dynamic positions of the user as well as the static positions of the user:
- (a) The Contractor shall have a representative able to attend in Winnipeg within two (2) Business Days of notification to take measurements;
 - (b) Measuring sessions may be spread out to accommodate shift changes;
 - (c) The City will provide a facility in Winnipeg and arrange to have users available for measurements in a continuous manner.
- E2.3 The Contractor must insure proper fit after protective coat and protective trousers are washed and dried once, in accordance with manufacturer's instructions. Random confirmation checks will be performed by the City.

E3. LABELS

- E3.1 Each garment shall be labelled:
- (a) in accordance with the requirements of NFPA 1971, current edition at time of order placement; and;
 - (b) with the name of the user for whom the garment was fitted;
 - (c) all labels shall be permanently sewn so they will stay intact and be legible for the life of the garment.

E4. PACKAGING

- E4.1 Protective coats shall be packaged and delivered in a container that allows for a maximum of one fold and a maximum of five protective coats and matching protective trousers per package.
- E4.2 Each package shall clearly identify on the outside:
- (a) the type of contents (i.e., protective coat(s) and protective trousers);
 - (b) the names of the user(s) for whom the contents were fitted.

E5. QUALITY CONTROL

- E5.1 Each individual garment (protective coat or protective trousers) shall be inspected, prior to shipping, by the Contractor to insure the garment is free of flaws, imperfections or blemishes that may adversely affect its appearance or serviceability.

E5.2 After delivery, each garment will be inspected by the Contract Administrator and the user.

- (a) Upon delivery, each garment will be inspected for flaws, imperfections or blemishes, and obvious sizing errors;
- (b) After initial inspection but before any use, each garment will be washed and dried once in accordance with the manufacturer's instructions and the user will try garment for fit. If the garment shrinks more than specified (NFPA std.) and is too small for the user the garment shall be replaced at the Contractor's expense.

E6. SPECIFICATIONS

E6.1 Standards:

- (a) All materials, labels, and component parts, as well as the finished product, must meet or exceed the NFPA 1971 standard, current edition at time of order placement, that applies to protective clothing for structural fire fighting;
- (b) Total garment assembly of outer shell, moisture barrier and thermal liner shall exhibit a minimum TPP of 38;
- (c) Provide third party documentation confirming the TPP rating of the garments proposed to be supplied under the Contract.

E6.2 Design:

- (a) The protective clothing ensemble (protective coat and protective trousers) shall be designed to provide adequate coat/trousers overlap of all three layers (outer shell, moisture barrier and thermal liner) as required by NFPA 1500, current edition at time of order placement, to protect the user when bending, leaning, crawling or stretching. **The use of barriers such as neoprene or rubber in any portion of the garment will not be acceptable. Use of these barriers will render the proposal to be non-responsive.**

E6.3 Materials:

- (a) Outer shell fabric for both protective coat and protective trousers shall be Southern Mills Kombat 750 (7.5 oz./sq. yd.) Ripstop;
- (b) Outer shell fabric for pockets and knee pads shall be Southern Mills Advance (7.0 oz./sq. yd.).
- (c) Moisture barrier shall be Gore Crosstech (1.2 oz./sq. yd.) on Nomex pajama check;
- (d) Thermal liner shall be Caldura SL (7.1 oz./sq. yd.) face cloth on 2 layers of Nomex Batt E-89 (2.7 oz./yd. per layer);
- (e) Winter liner shall be Caldura SL (7.1oz/sq.yd.) face cloth on two (2) layers of Nomex Batt E-89 (2.7oz/yd. per layer);
- (f) Thread shall be Nomex thread that will resist heat and shall 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;
- (g) Knit material shall be Nomex;
- (h) Hook and loop fastener shall be Velcro Hook #80 and Velcro Loop #1000;
- (i) Hooks and dees shall be as described in NFPA 1971, current edition at time of order placement;

- (j) Snap and fasteners shall be as described in NFPA 1971, current edition at time of order placement, Hardware Requirements;
- (k) Reflective trim shall meet new NFPA current standard with 3M-Scotchlite, orange two (2) inch and two-tone (silver and orange) three (3) inch as specified

E6.4 Seams:

- (a) All seams shall be doubled felled and double stitched. Only chain lock stitching shall be used in the construction of the garment. There shall be no raw edges and all stress points such as pockets, pocket flaps shall be bar tacked for reinforcement. Major A-seams are to be double over lapped, Stitches shall be 8-10 per inch.

E7. PROTECTIVE COAT

E7.1 General Design:

- (a) In order to maintain constant protection at the waist area, coat rise should be minimal and shall not exceed four (4) inches when arms are raised from a relaxed position down by the users sides to directly over the user's head;
- (b) Protective coat design shall not cover the protective trousers' pockets but still must overlap the protective trousers and provide a minimum two (2) inch overlap at the waist when the user is bending forward, leaning backward, bending side to side, crawling or stretching;
- (c) Each layer (outer shell, moisture barrier, thermal liner and winter liner) of the body of the coat shall be constructed with at least four (4) separate body panels. The body panels shall be shaped so as to provide a tailored fit to increase user comfort and to enhance body movement.

E7.2 Modular Construction:

- (a) The protective coat shall be constructed as three separate modules. Also, the ability to purchase from the manufacturing company for five (5) consecutive years any of these four modules as replacement;
 - (i) the outer shell;
 - (ii) the liner consisting of the moisture barrier and thermal liner;
 - (iii) the removable winter liner;
 - (iv) allowing each to be cleaned separately or replaced separately without replacing the entire protective coat.

E7.3 The bottom hem of the outer shell shall extend no more than one (1) inch past the bottom hem of the liner.

E7.4 The outer shell and the liner shall be secured to each other by:

- (a) a minimum of twelve snap and dome fasteners around the neck and front seam of the liner (hook and loop fastener may supplement the dome fasteners but must be compatible with the dome fasteners and not cause the user any discomfort or cause any bunching that may affect the positive closures under the storm flap); and;
- (b) two snap and dome fasteners with an Nomex strap at each sleeve (Dome fasteners shall be one (1) inch from the cuff of the liner. The Nomex strap shall be secured with reinforced stitching to the outer shell. The Nomex strap shall be a maximum of one (1) inch length and 3/4" wide. One pair of straps shall be a different colour from the other pair to permit easy alignment of the liner to the outer shell.);

E7.5 The protective coat may have, as an indicator, a component of the liner that fastens to or through the outer shell that visibly indicates that the user has both modules intact and ensures that the garment has to be used as a complete ensemble.

- E7.6 The liner shall have an inspection port between the thermal liner and moisture barriers.
- (a) This inspection port shall be large enough so the thermal liner and moisture barriers can be pulled through this opening;
 - (b) This inspection port shall have a resealable opening of Hook and loop fastener, which shall also be covered by the outer shell;
 - (c) This inspection port shall be placed at the bottom edge of the liner.
- E7.7 Sleeves:
- (a) Sleeve design and construction shall be shaped one piece that will allow for complete and unrestricted movement through the full range of motion of the arm and shoulder;
 - (b) The sleeves may include an under arm gusset or bellow that is sewn in separately, or an enlarged area under the arm that is part of the one piece sleeve construction;
 - (c) Sleeve construction and design shall be compatible with a gauntlet style glove or mitt;
 - (d) The sleeve end of the outer shell shall extend no more than one (1) inch past the sleeve end of the liner;
 - (e) Sleeve ends (cuffs) shall be reinforced with one piece 2.0 inch Advance black in colour outer shell material. Sewn proportionately on each side of the outer shell.
- E7.8 Elbows areas of the liner shall be reinforced with an elbow pad made of an additional layer of moisture barrier and thermal liner between the outer shell and main layer of the liner. Elbow pads shall be of size and placement that elbows are completely covered when the user is in a relaxed position, arms down by their sides or when they are crawling on their elbows.
- E7.9 Sleeves shall have at least one wristlet per sleeve consisting of a two layer Nomex knit with minimum value of 20 TPP.
- (a) Wristlets shall be attached to the liner;
 - (b) Wristlets shall be provided in such a manner that it will not cause discomfort when user's arms are fully raised or extended;
 - (c) Wristlet length and size shall be determined by user's sleeve length and hand size. The minimum length must be five (5) inches;
 - (d) A second short wristlet may be provided, attached to the outer shell to help prevent debris from entering the sleeve when the user's arms are raised.
- E7.10 Sleeves shall have a waterwell constructed of Gore Crosstech moisture barrier on pajama check.
- (a) The waterwell shall be attached to the liner;
 - (b) The waterwell shall overlap the wristlet. If there are two wristlets then the waterwell shall only overlap the wristlet with the thumb loop;
 - (c) Waterwell elasticized gathers shall not cause discomfort to the user or restrict circulation in the wrist area;
 - (d) Waterwell shall be constructed to ensure a liquid-tight interface with the glove or mitt.
- E7.11 Drag Rescue Device:
- (a) Drag Rescue Device is an integrated system of webbing rope, or other material into the firefighting coat;
 - (b) The drag rescue device must be designed such that a portion of the device is accessible from the coat interior and can be readily grabbed by others, without interference by the SCBA;
 - (c) Must have the capability to drag horizontally over a specified distance without breaking and used for any vertical operations, as per current NFPA standard;

- (d) The materials used in the construction of the drag rescue device are subject to certain breaking strengths requirements as per current NFPA standard;

E7.12 Collar:

- (a) The collar shall provide continuous, complete thermal and moisture protection to the neck area:
 - (i) The collar shall be a four layer composite construction of outer shell, moisture barrier, thermal liner, and outer shell material;
 - (ii) The collar shall be rigid or stiff enough to ensure it can be free standing or can lay flat in the stowed position and not cause the user any discomfort;
 - (iii) The collar shall not impede the user's vision or interfere with any other personnel protective equipment;
 - (iv) The collar shall be naturally contoured and not less than three (3) inches wide at any point;
 - (v) Finished collar assembly shall be attached to the protective coat outer shell so that a water resistant interface that will withstand Gore and Associates Inc. low pressure hydrostatic test method.

E7.13 Throat Protector Closure:

- (a) The collar shall incorporate a throat protector closure system;
- (b) The throat protector closure shall be "V" shaped or contoured and a minimum of three (3) in height by eight (8) inches in length;
- (c) When in use, the throat protector closure shall be secured on both sides, i.e., sewn on the left side under the collar and with a minimum of a 2" X 4" hook and loop fastener on the right side. When not in use, the throat protector closure shall be secured on the left side with two pieces of 2" X 4" hook and loop fastener;
- (d) The top portion of the throat protector tab (chin strap) that comes in contact with the chin shall be designed for user comfort and safety;
- (e) The hook portion of the hook and loop material shall be sewn to the collar so that only the soft loop portion could come in contact with the user's face and neck.

E7.14 Front Closure:

- (a) Positive closure hook and dees shall be used to secure each side of the protective coat together;
- (b) The hook shall be placed on the right side and the dees on the left insuring a continuous thermal liner/moisture barrier when hook and dees are snapped together;
- (c) Positive closures hook and dees shall be fixed to the protective coat with rivets. Rivets to be backed by an Arashield-type material or an acceptable substitute that will reduce the occurrence of the rivets pulling through the protective coat. Rivets shall not penetrate the thermal liner;
- (d) There shall be a minimum of four hook and dees used to secure the front of the protective coat together. Placement of the hook and dees shall start 1 1/2" below the neckline and the remainder shall be spaced a maximum of eight (8) inches apart;
- (e) A storm flap shall insure complete thermal and moisture protection while minimizing bulk and weight by incorporating an overlapping design;
- (f) The storm flap shall be a minimum of four (4) inches and a maximum of seven (7) inches in width, and shall cover the positive closures. Length shall be determined by sizing;
- (g) The storm flap shall be constructed of a minimum of three layers (outer shell, moisture barrier, outer shell) to reduce bunching when the user is using a SCBA or is leaning forward;

- (h) A hook and loop system shall extend the entire length of the storm flap. The hook strip shall be sewn to the storm flap and the loop shall be sewn to the left side of the protective coat;
- (i) When the throat protector closure is not fastened to both sides of the collar, the gap under the chin (with the user's chin parallel to the ground) to the top of the storm flap shall not exceed four (4) inches".

E7.15 Pockets:

- (a) Protective coat shall have two hand warmer slash pockets on the inside of the outer shell, one bellow type radio pocket on the outside of the outer shell, one notebook pocket on the inside of the liner and one slash pocket on the inside of the storm flap;
- (b) Openings for the two hand warmer slash pockets shall be secured by either a hook and loop fastener closure or a flap. Each of the two hand warmer slash pockets shall be approximately 10" x 8" or standard pocket 9" x 7" with intergrated hand warmer pockets;
- (c) The radio pocket shall be 6 ½" in height x 3 " in width x 2 " and also to include a radio cover, bellow type complete with flap(¾" wide), closure and drain. The radio pocket shall be placed in a position on the left chest 1" over from shield so that when a radio is inserted in the pocket, the radio does not interfere with the user's SCBA;
- (d) The notebook pocket shall be constructed of moisture barrier and Advance material patch 7 1/2" x 8". The notebook pocket shall be placed on the left chest area inside the thermal liner, i.e, between the thermal liner and the user's body;
- (e) The slash pocket on the inside of the storm flap shall be constructed of moisture barrier and be approximately 7" x 7" or equivalent to accommodate the need to store latex examination gloves.

E7.16 Reflective Trim:

- (a) Protective coats shall have reflective trim placement based on a style of placement not the number of square inches of reflective trim;
- (b) Reflective trim placement shall be in accordance with the NFPA 1971 current edition at time of order placement;
- (c) Reflective trim configuration for the body shall consist of one circumferential band around the bottom of the coat near the hem and one circumferential band at the chest level as per NFPA 1971 current edition;
- (d) Reflective trim configuration for each sleeve shall be a staggered 360-degree visibility pattern meeting or exceeding the surface area of a circumferential band, between the wrist and elbow area to meet NFPA 1971 current edition;
- (e) Reflective trim shall be 2" orange fluorescent 3M Scotchlite # 8986 NFPA around the sleeves. The chest and hem trim shall be three (3) inch two-tone (silver on orange) 3M Scotchlite #9586 NFPA;
- (f) The Fire Fighter's surname shall be reflective lettering two (2) or three (3) inches in height depending on the length of the user's name. Lettering shall be placed on a piece of outer shell material and not attached, it will be determined at the fitting if the member would prefer it attached to the back of the coat. If the member requested surname to be attached, it shall be attached to the back of the coat beneath the hem trim;
- (g) **Chest Lite Holder** Reverse clip on a patch with Velcro strap 1" x 9" strap with 3" Velcro on each end, two bartacks to be 3 ½" apart. Top of strap to be 2 ½ " below patch right side.

E7.17 Hanger Loop:

- (a) No hanger loop is required because the Winnipeg Fire Paramedic Service supplies and encourages the user to use coat hangers for the storage of protective coats.

E7.18 Supplemental Thermal Protection:

- (a) Winter Liner shall be constructed of a removable Caldura SL (7.1oz/sq.yd.) face cloth on two (2) layers of Nomex Batt E-89 (2.7oz/yd. per layer) module that attaches and detaches by snap buttons.

E8. PROTECTIVE TROUSERS

E8.1 General Design:

- (a) Protective trousers shall be of waist height design and the waistband strikes the user at the navel;
- (b) Each layer (outer shell, moisture barrier and thermal liner) of the body of the trousers shall be constructed with at least four (4) separate body panels. The body panels shall be shaped so as to provide a tailored fit to increase user comfort and to enhance body movement;
- (c) Panel design shall be full leg cut for wearing over station wear and knee length rubber boots;
- (d) A separate fly panel shall be required to insure complete thermal and moisture protection;
- (e) An extra panel in crotch areas may be required to insure comfort and freedom of movement;

E8.2 Modular Construction:

- (a) The protective trousers shall be constructed as two separate modules:
 - (i) the outer shell;
 - (ii) the liner consisting of the thermal liner and moisture barrier;
- (b) allowing each to be cleaned separately or replaced separately without replacing the entire protective trousers.

E8.3 The leg of the liner shall be cut two (2) inches shorter than the leg of the outer shell.

- (a) Buttons shall be attached to a double layer 1 1/2 inch waistband thermal liner/moisture barrier;
- (b) Buttons shall be used to join modules as well as anchor points for suspenders;
- (c) Buttons shall be heavy duty and rust resistant. Buttons may be either self-fastening or sewn.
- (d) Buttons will be used as the indicator that the two modules are intact as a unit.

E8.4 The outer shell and the liner shall be secured to each other by:

- (a) two snap and dome fasteners with an Nomex strap at each leg (Dome fasteners shall be 1" from the bottom hem of the liner. Dome fasteners shall be on the inside of the thermal liner to prevent wear through of outer shell. The Nomex strap shall be secured with reinforced stitching 2 inches from the bottom hem of the outer shell on the side seams. The Nomex strap shall be 2" long x 3/4" wide. One pair of straps shall be a different colour from the other pair to permit easy alignment of the liner to the outer shell.

E8.5 Waistband:

- (a) The waistband of the outer shell shall be 1 1/2" wide and shall be at least a double layer of outer shell material over reinforcing material such as moisture barrier;
- (b) The waistband shall have a one (1) inch to two (2) inch flap that folds to the inside of the protective trousers creating an envelop and a finished top edge of the protective trousers. The liner shall fit into this envelop;
- (c) The waistband shall have twelve (12) reinforced holes (four (4) buttons on the back half and eight (8) buttons on the front half) to accept suspender buttons that are fixed on the liner. Holes shall be placed so outer shell does not bunch or cause the user discomfort when buttons are inserted;

- (d) The outer shell shall be provided with two (2) waist adjustment straps/tabs (take ups) with two (2) self locking strap buckles located at the top of the hip (1 on each side of waist);
- (e) Adjustment straps/tabs (take ups) shall be 1" x 10";
- (f) Adjustment straps/tabs (take ups) shall be constructed of double layer of black Advance material;
- (g) Trousers shall have a waist band which provides for waist band adjustment with either the postman locking strap buckles which shall be secured to outer shell with reinforced stitching on a two (2) inch loop strap of double layer advance material or intergrated belt;
- (h) When waist band is adjusted the system will effectively transfer the weight of the protective trousers from the shoulders to the hips where weight is more efficiently carried;
- (i) The waist band shall be provided with an alignment snap that will ensure that both sides come together evenly;
- (j) The alignment snap shall consist of a snap and dome fastener;
- (k) The alignment snap shall insure an overlap of the sides of protective trousers of 1 1/2 inches.

E8.6 Fly Flap:

- (a) The fly flap shall ensure that the two sides of the protective trousers can be joined together and shall provide a continuous thermal liner/moisture barrier;
- (b) The fly flap shall be constructed of a layer of moisture barrier between two layers of outer shell material;
- (c) The fly flap shall be sewn to the left side outer shell;
- (d) The open end of the fly flap shall be fixed to the right side of the protective trousers by hook and loop fastener as well as a positive closure hook and dee system;
- (e) The hook and loop fastener shall extend the entire length of the fly flap. The hook part shall be fixed to the fly flap;
- (f) The positive closure hook and dee shall be attached at the top of the fly flap. The hook shall be attached to the main body of the protective trousers and the dee shall be attached to the fly flap;
- (g) The fly flap should be 6" at the waistline tapering down to two (2) inch at the crotch. Fly flap size may be determined by waist size and crotch rise.

E8.7 Suspenders:

- (a) Suspenders shall be part of the protective trousers but are not to be considered the main support;
- (b) Suspenders shall have removable parachute slack adjusters;
- (c) Suspender straps shall be two (2) inch heavy duty cotton with an elasticized area below the mid back;
- (d) Suspenders shall be removable.

E8.8 Cuffs:

- (a) Cuffs shall be reinforced by hemming a leather material;
- (b) A four (4) inch wide inseam guard made of outer shell material shall be to placed from reflective trim to hem;
- (c) Cuffs shall be a boot cut design.

E8.9 Knee Pads:

- (a) Protective trousers shall have protective knee pads to provide thermal protection and cushioning while crawling or kneeling;

- (b) Knee pads shall be placed such that knees are completely covered when user is standing, kneeling or crawling. Knee pads shall be attached to the exterior of the outer shell;
- (c) Knee pads may be either (i) or (ii) listed below:
 - (i) permanently fixed to the outer shell and constructed of two (2) layers of thermal liner, one (1) layer of Crosstech moisture barrier and one (1) layer of Advance outer shell material black in colour;
 - (ii) removable and constructed of one (1) layer of Advance outer shell material, black in colour covering multiple horizontal layers of Nomex batt insulating and cushioning material. (This type of knee pad shall be designed to vent built-up heat and steam to the sides to help prevent burns to the knee area, shall measure no less than 10" wide x 12" high, and shall be removable for cleaning, drying or replacement.)

E8.10 Pockets:

- (a) Protective trousers shall have two (2) side leg pockets on, one (1) back pocket all constructed of gold coloured Advance outer shell material lined with Kevlar;
- (b) Side leg pockets shall be 9" wide x 9" high x 2" deep, full bellow with a 4" flap. (If user has short legs, pocket height shall be reduced proportionately.) Side leg pockets shall be centred over side seams. The top of the side leg pockets shall be even with the bottom hem of protective coat and the bottom of the pockets shall be above the knee. Each side leg pocket shall have a 4" flap, constructed of two layers of Advance material, secured by a 1" x 4" hook fastener on pocket and a 2"x 4" loop fastener under flap. Each side leg pocket shall have two drain holes (grommets) at the bottom of the bellow;
- (c) Placement of rear patch pocket shall be four (4) inches below top of protective trousers and located on the left rear portion of the trousers.

E8.11 Reflective Trim:

- (a) Protective trousers shall have a circumferential band of three (3) inches wide two-tone (silver on orange) 3M Scotchlite reflective trim on each leg between cuff and knee pad;
- (b) Bottom of trim shall be six (6) inches from the bottom of the cuff.

E9. DELIVERY

- E9.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to various locations within the City.
- E9.1.1 Goods shall be delivered within forty-five (45) Business Days of the placing of an order, unless otherwise allowed by the User at the time of ordering.
- E9.2 Goods shall be delivered between 7:30 a.m. and 3:30 p.m. on Business Days.
- E9.3 The Contractor shall off-load goods as directed at the delivery location.