



# 744-2008 ADDENDUM 4

## LEASE OR PURCHASE AGREEMENT FOR THE SUPPLY AND DELIVERY OF FIRE FIGHTING TURNOUT GEAR (PROTECTIVE ENSEMBLE) AND LEATHER FIRE FIGHTING BOOTS, COMPLETE WITH MAINTENANCE AND REPAIR CONTRACT

ISSUED: November 10, 2008  
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### URGENT

**PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE BID OPPORTUNITY**

**THIS ADDENDUM SHALL BE INCORPORATED INTO THE BID OPPORTUNITY AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS**

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Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid Opportunity, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 8 of Form A: Bid may render your Bid non-responsive.

### PART A – BID SUBMISSION

Replace: 744-2008 Addendum 2 - Bid Submission with 744-2008 Addendum 4 - Bid Submission. The following is a summary of changes incorporated in the replacement Bid Submission:

Form B(R1): Replace with Form B(R2): Prices

Page numbering on some forms may be changed as a result.

### PART B – BIDDING PROCEDURES

Revise B2.1 to read: The Submission Deadline is 4:00 p.m. Winnipeg time, November 18, 2008.

Replace B13. **EVALUATION OF BIDS** in its entirety with the following:

#### **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 or acceptable deviation therefrom (includes destructive evaluation by City Committee) (pass/fail);
- (b) Qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);

	<b>Turnout Coat</b>	
	<b>&amp; Trousers</b>	<b>Boots</b>
(c) Design and construction features exceeding the minimum mandatory requirements	40%	50%;
(d) Quality of workmanship	20%	30%;
(e) Performance Test Values	20%	-----;
(f) Total Bid Price	20%	20%.

(g) 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.

- B13.2.1 Further to B13.1(a), destructive evaluation by City Committee, destructive testing will include taking apart the turnout gear to ensure compliance.
- 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 design and construction:
- (a) Turnout coat and trousers features exceeding the minimum mandatory requirements will be evaluated based on stitching, seams, composition of material and vapour barrier to verify compliance of specifications and on comfort, fit, range of motion and all items in NFPA 1500; and
  - (b) The boots will be evaluated based on features exceeding the minimum mandatory requirements will be evaluated based on stitching, seams, composition of material and vapour barrier to verify compliance of specifications and on comfort, fit, NFPA 1500 and interface with turnout pants (existing and this bid opportunity).
- B13.5 Further to B13.1(d), the quality of workmanship will be evaluated based on the professional finish of the garments and footwear.
- B13.6 Further to B13.1(e), the Performance Test Values for Turnout Coat and Trousers will be evaluated based on each certificate stated in B9.7 Certification as follows:
- (a) NFPA 1971 (current edition);
  - (b) NFPA 1971 Viral Penetration Resistance Test;
  - (c) NFPA Whole Garment Liquid Penetration Test;
  - (d) NFPA 1971 Bloodborne Pathogen Resistant capability;
  - (e) Thermal Protective Performance (TPP), except shall be a minimum of 38 in accordance with E7.1(b) and E8.17; and
  - (f) Conductive and Compressive Heat Resistance (CCHR), in accordance with E8.17 and E9.10(b)(ii).
- B13.7 Further to B13.1(f), the Total Bid Price shall be the sum of the quantities (A) multiplied by the unit prices/lease rate (B) multiplied by the lease period (C) if applicable, for each item shown on Form B: Prices.
- B13.7.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B13.7.2 The Bid Price for Alternatives 1 and 2 – 60 Month Lease Option for Turnout Gear will be evaluated considering the Net Present Value of the lease payments using a 5% City of Winnipeg borrowing rate as the discount rate.
- B13.8 This Contract may be awarded on the basis of:
- (a) Alternative 1 – Lease to Own of Fire Fighting Turnout Gear (Protective Ensemble) and Leather Fire Fighting Boots, includes **a twelve (12) month** maintenance and repair and transportation costs to and from City facility **in accordance with E6.1 and E6.2**; or
  - (b) Alternative 2 – Lease to Own of Fire Fighting Turnout Gear (Protective Ensemble) and Leather Fire Fighting Boots, including training of 2 City persons and **set up guidance** for care and maintenance at the City of Winnipeg facility **in accordance with E6.1 and E6.3**; or
  - (c) Alternative 3 – Purchase of Fire Fighting Turnout Gear (Protective Ensemble) and Leather Fire Fighting Boots, including training of 2 City persons and **set up guidance** for care and maintenance at the City of Winnipeg facility **in accordance with E6.1 and E6.3**.
- as identified on Form B: Prices. Each alternative will be evaluated in accordance with the specified evaluation criteria.
- B13.8.1 Notwithstanding B8.1, the Bidder may, but is not required to, bid on all alternatives.

- B13.8.2 Notwithstanding B14.3, the City shall have the right to choose the alternative that is in its best interests. If the Bidder has not bid on all alternatives, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract on the basis of an alternative upon which he has not bid.

## **PART D – SUPPLEMENTAL CONDITIONS**

Replace D13.4 in its entirety with the following:

D13.4 For Alternative 2 and 3 (Items No. 7 and 11):

- (a) The training shall be completed by June 1, 2009.

## **PART E – SPECIFICATIONS**

Replace E6. **CARE AND MAINTENANCE** in its entirety with the following:

### **E6 CARE AND MAINTENANCE**

- E6.1 Care and maintenance specified shall be in accordance with NFPA 1851 and is applicable to the Goods stated in E7, E8, E9.

#### **For ALTERNATIVE 1: LEASE TO OWN: Turnout Coat and Turnout Trousers:**

- E6.2 Due to the City of Winnipeg, Winnipeg Fire Paramedic Service being time sensitive for the turn-around time of the care and maintenance of the goods stated in this bid opportunity, the quality and delivery of the Goods are of the utmost importance. Time is of the essence; therefore the following procedure will apply to all Goods requiring care and maintenance **for the duration of a twelve (12) month total care and maintenance** as follows:

- (a) **The Contractor shall provide the Winnipeg Fire Paramedic Service with a tracking system to document the reason(s) for a return of an item for repair or replacement;**
- (b) **The City Winnipeg Fire Paramedic Service will use the bar code as identification to record information of the item;**
- (c) The Contractor shall confirm receipt of the item(s) to the Contract Administrator;
- (d) The Contractor shall send an electronic copy (e-mail or facsimile) containing the item(s) received, to the Contract Administrator;
- (e) The Contractor shall perform the necessary repairs and deliver the item within five (5) Working Days of the receipt of the item, to the Winnipeg Fire Paramedic Service;
- (f) If a garment requires replacement, the repair facility shall notify the Contract Administrator and once approved by the Contract Administrator, the replacement garment shall be delivered with twenty (20) Working Days to the Winnipeg Fire Paramedic Service;
- (g) The City will visually inspect the item to verify the item is of acceptable condition and meeting the approval of the Contract Administrator or his designate; however, the Contract Administrator reserves the right to return the item if upon inspection it is found to be of unacceptable condition at no cost to the Winnipeg Fire Paramedic Service.

If Goods are approved

- (h) If the item is approved by the City, the City will sign the receipt from the carrier and obtain a copy;
- (i) The Contract Administrator, or his delegate, will send an electronic copy of the receipt to the Contractor to acknowledge the Item(s) have been accepted;

If Goods are not approved

- (j) If the item is not approved by the City, the City will return the item(s) to the Contractor, at no cost to the City;

- (k) The Contractor shall either repair or replace the item at no cost to the City within the time frame stated in (f) and/or (g) above.

**For ALTERNATIVE 2: LEASE TO OWN Turnout Coat and Turnout Trousers; IN-HOUSE CARE AND MAINTENANCE; and for ALTERNATIVE 3: PURCHASE OF Turnout Coat and Turnout Trousers; IN-HOUSE CARE AND MAINTENANCE**

E6.3 The Contractor shall:

- (a) **provide the appropriate training and license for at least two (2) City of Winnipeg staff positions in the Winnipeg Fire Paramedic Service to perform the care and maintenance of the turnout coats and trousers in accordance with NFPA 1851 care and maintenance program;**
- (b) **List the equipment and estimate the cost to the City of Winnipeg of each piece of equipment to be set up by the Winnipeg Fire Paramedic Service at 2546 McPhillips Street for an in-house care and maintenance of the goods as identified on Form B(R2): Prices; and**
- (c) **All the City of Winnipeg access to all materials required for repairs and maintenance of the goods identified on Form B(R2): Prices, for the duration of the Contract.**

E6.4 At the end of this five (5) year Contract, the City of Winnipeg will operate the equipment under a separate contract and retain the right to be an independent certified service provider of care and maintenance of the goods identified on Form B: Prices. This will allow the City of Winnipeg to perform the necessary inspections, repairs and cleaning of turnout gear in reference to NFPA 1851, and without any obligation of purchasing any goods or equipment after this Contract duration period.