



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 1126-2019

SUPPLY AND DELIVERY OF FIREFIGHTING TURNOUT GEAR

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF FIREFIGHTING TURNOUT GEAR

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 30, 2020.

B2.2 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.

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

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

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

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

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

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

B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

B6. SUBSTITUTES

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B6.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting

and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B19.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal; and
 - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B9.
- B7.3 Further to B7.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B7.6 The Proposal shall be submitted electronically through MERX.
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B19.1(a).
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL

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

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

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

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

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

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

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

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

B9. PRICES

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

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

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

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

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

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

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

B10. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing up to three (3) projects of similar complexity, scope and value.
- (b) details on prior work for the City of Winnipeg (if applicable). Highlight projects relevant to the scope of work listed in D2.2.

B11. DISCLOSURE

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

B11.2 The Persons are:

- (a) ABC Fire and Safety - Specifications
- (b) B.H. Safety - Specifications
- (c) Guillevin International - Specifications
- (d) PBI Products - Specifications
- (e) Pre-Upfitters - Specifications
- (f) Reliant Action - Specifications
- (g) Safety Components - Specifications
- (h) Tencate Protective Fabrics - Specifications

B12. CONFLICT OF INTEREST AND GOOD FAITH

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

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

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

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

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

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

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

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

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

B13. QUALIFICATION

B13.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B13.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

B13.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).

B13.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B13.5 In accordance with B19.10.4 the Proponent shall provide as part of his/her Proposal, a Representative Sample of each item Identified on Form B: Prices – Phase One.

- (a) The Representative Sample will be purchased by the City for the purpose of testing for evaluation in accordance with B19;
- (b) The Proponent shall only have contact with the Contract Administrator during the trial period. The Proponent shall have no contact with any Winnipeg Fire Paramedic Service members performing the trial of the turnout gear, should any contact transpire, the City may determine the Proponent to be in breach and may disqualify the Proponent from the RFP.

B13.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B14.1 Proposals will not be opened publicly.

B14.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

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

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

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

B15. IRREVOCABLE OFFER

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

B15.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16. WITHDRAWAL OF OFFERS

B16.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B17. INTERVIEWS

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

B18. NEGOTIATIONS

B18.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B18.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B18.3 If, in the course of negotiations pursuant to B18.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B19. EVALUATION OF PROPOSALS

B19.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B13: (pass/fail)
- (c) Total Bid Price; 20%
- (d) Experience of Proponent and Subcontractors; (Section C) 10%
- (e) Trial and Testing; (Section D) 70%
 - (i) Initial Inspection
 - (ii) Initial Fit
 - (iii) Washing Inspection
 - (iv) Fit (Post Wash)
 - (v) Overall Comfort
 - (vi) Ease of Movement
 - (vii) Ease of Donning
 - (viii) Functional Comfort
 - (ix) Turnout Gear Compatibility
 - (x) Functional Comfort (with SCBA)
 - (xi) Thermal Environment
 - (xii) Moisture and Drying

B19.2 Further to B19.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B19.3 Further to B19.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.

- B19.4 Further to B19.1(b), the Award Authority shall reject any samples submitted by a Proponent who submits Representative Samples that are not in compliance with NFPA standards in accordance with E2.
- B19.5 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B19.1(a) and B19.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B19.6 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B19.7 Further to B19.1(c) where the Total Bid Price exceeds the estimate stated in D2.5, the City may determine that no award will be made in accordance with B20.2.1(a).
- B19.8 Further to B19.1(c) the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B19.8.1 Further to B19.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B19.9 Further to B19.1(d), Experience of Proponent and Subcontractors will be evaluated considering the information provided in response to B10, including but not limited to the following criteria:
- (a) ability of Proponent to complete the job;
 - (b) similarity of the Proponent's past projects;
 - (c) success of the Proponent on past projects; and
 - (d) past performance on City of Winnipeg projects, including but not limited to:
 - (i) Adherence to project budget;
 - (ii) Adherence to project schedule;
 - (iii) Quality of work; and
 - (iv) Overall satisfaction with the Proponent.
- B19.9.1 Proponents that have not worked with the City before will be evaluated based on the information provided in response to B10.1(a).
- B19.9.2 Proposals that receive less than half the available evaluation points for Experience of Proponent and Subcontractors will be rejected in accordance with B19.3.
- B19.10 Further to B19.1(e), the testing and trials will be evaluated on the quality, workmanship, fit, and performance of the turnout gear in accordance with Appendix A.
- B19.10.1 Further to B19.1(e), the trial period will be approximately four (4) weeks in a controlled environment.
- B19.10.2 Further to B19.1(e), two (2) different samples are being requested from Proponents. Proponents may supply only one (1) of the two (2).
- B19.10.3 Further to B19.1(e), the samples shall include the turnout coat and trousers.
- B19.10.4 Further to B19.1(e), samples shall be provided within twenty (20) Business Days from the date measurements are taken **and are not to be supplied with the proposal**.
- (a) Representative Samples shall be delivered f.o.b. destination, freight prepaid:

Attention: Scott Wilkinson

City of Winnipeg
Fire Paramedic Service
South Side of the Building – Bay #2
2456 McPhillips Street
Winnipeg, Manitoba

R2P 2T2

- B19.10.5 Further to B19.1(e), the Proponents shall ensure the following are included in with the samples:
- (a) Documents providing details of the measuring system; and
 - (b) Washing instructions for the submitted turnout gear.
- B19.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B17.
- B19.12 This Contract will be awarded as a whole.
- B19.12.1 Further to B19.12, only one section shall be awarded. The section to be awarded shall be determined from the trial and testing in accordance with B19.1(e).

B20. AWARD OF CONTRACT

- B20.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B20.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B20.2.1 Without limiting the generality of B20.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B20.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer, in accordance with B19.
- B20.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B20.4 Notwithstanding C4, the City may issue a purchase order to the successful Proponent in lieu of the execution of a Contract.
- B20.5 The Contract Documents, as defined in C1.1(n) (ii), 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

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2019-01-15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

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

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

D2.2 The Work to be done under the Phase 2 shall consist of the supply and delivery of firefighting turnout gear for the period from the date of award until April 30, 2021, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on May 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.3 The Work shall be done on an "as required" and "as scheduled" basis during the term of the Contract.

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.3.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.4 Notwithstanding D2.2, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D2.5 The pre-bid estimate for this Contract is **\$1,770,000.00**.

D3. COOPERATIVE PURCHASE

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the

written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
 - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

- D4.1 When used in this Request for Proposal:
- (a) “**FR**” means Flame Retardant;
 - (b) “**Proponent**” means any Person or Persons submitting a Proposal for Goods;
 - (c) “**Representative Sample(s)**” means the samples submitted shall be exactly the same as what would be provided for the duration of the contract, with an exception in accordance with B19.10;
 - (d) “**SCBA**” means self-contained breathing apparatus;
 - (e) “**WFPS**” means Winnipeg Fire Paramedic Service.

D5. CONTRACT ADMINISTRATOR

- D5.1 The Contract Administrator is:
Scott Wilkinson B.P.E, P.C.P.
Project Manager, Training and Safety Equipment
Telephone No.: 204 986-8294
Email Address: swilkinson@winnipeg.ca

D6. NOTICES

- D6.1 Notwithstanding C21.3 all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D7.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

- D7.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D7.4 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 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.

D9. INSURANCE

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4 for the return of the executed Contract.
- D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D9.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

SCHEDULE OF WORK

D10. COMMENCEMENT

- D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D10.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:

- (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.16; and
 - (iii) evidence of the insurance specified in D9.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. DELIVERY

D11.1 Goods shall be delivered within fifty (50) Business Days of the placing of an order, f.o.b. destination, freight prepaid to:

City of Winnipeg
Winnipeg Fire Paramedic Service
South Side of the Building – Bay #2
2456 McPhillips Street
Winnipeg, Manitoba
R2P 2T2

D11.1.1 Notwithstanding to D11.1, for orders of forty (40) or fewer sets of turnout gear, goods shall be delivered within thirty (30) Business Day(s) of the placing of an order, f.o.b. destination, freight prepaid.

D11.2 Initial start-up delivery shall be sixty (60) Business Days from the date of award.

D11.2.1 After the initial start-up delivery stated in D11.1.1, Goods shall be delivered in accordance with D11.1.

D11.3 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.

D11.4 Goods shall be delivered between 8:00 a.m. and 3:30 p.m. on Business Days.

D11.5 The Contractor shall off-load goods as directed at the delivery location.

D11.6 Full sets of firefighting turnout gear shall be delivered in accordance with the schedule in **Appendix B**.

D11.6.1 Further to D11.6, scheduling dates for sizing and measurements for the initial scheduled order shall be determined after award. The sizing and measurements for subsequent orders shall be done forty (40) Business Day(s) prior to the delivery of goods.

D12. LIQUIDATED DAMAGES

D12.1 If the Contractor fails to achieve delivery of the goods within the time specified in D11, the Contractor shall pay the City two hundred dollars (\$200.00) per Business Day for each and every Business Day until the goods have been delivered.

D12.2 The amount specified for liquidated damages in D12.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Delivery by the day fixed herein for same.

D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D13. ORDERS

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

D14. RECORDS

- D14.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D14.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) delivery date(s); and
 - (d) description and quantity of goods supplied.
- D14.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D15. INVOICES

- D15.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
- Facsimile No.: 204 949-0864
Email: CityWpgAP@winnipeg.ca
- D15.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of goods delivered;
 - (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D16. PAYMENT

- D16.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D17. WARRANTY

- D17.1 Notwithstanding C11, the warranty period shall begin on the date of Total Performance and shall expire three (3) years thereafter unless extended pursuant to C11.3, in which case it shall expire when provided for thereunder.
- D17.1 Further to C11, 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.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
Appendix A	Evaluation Sheet
Appendix B	Schedule - Order and Delivery

E1.3 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

E2. STANDARDS

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

Description	Component	Test Method
Thermal Protective Performance (TPP)	Composite	NFPA 1971 Current Edition
Total Heat Loss (THL)	Composite	ASTM – F1868
Conductive and Compressive Heat Resistance (CCHR - Reinforced Areas)	Composite	NFPA 1971 Current Edition
Transmitted and Stored Thermal Energy (SET)	Composite	NFPA 1971 Current Edition
Weight	Composite Layers	FTMS-191A-4041
Water Absorption	Outer Shell	NFPA 1971 Current Edition
Taber Abrasion	Outer Shell	ASTM D3884-92-H-18wheel, 500g and 1000g weights
Tear Strength	Outer Shell	NFPA 1971 Current Edition
Breaking Strength	Outer Shell	NFPA 1971 Current Edition
Light Fastness	Outer Shell	NFPA 1971 Current Edition
Thermal Shrinkage and Heat Resistance (oven test)	Outer Shell	NFPA 1971 Current Edition
Thermal Liner		NFPA 1971 Current Edition
Cleaning Shrinkage	Outer Shell	NFPA 1971 Current Edition

E2.2 The Contractor shall provide proof of compliance within five (5) Business Days, upon request of the Contract Administrator or designate. Proof of compliance includes but are not limited to:

- (a) Certificates;
- (b) Valid independent accredited laboratory reports/documentation; and
- (c) Fabric manufacturer's certified test reports.

E2.3 The Contractor shall ensure that all materials, labels, components and the finish products meet the NFPA 1971 standards that apply to protective clothing for structural firefighting, current edition at the time of order.

E2.4 The Garment assembly of outer shell, moisture barrier and thermal liner shall exhibit a minimum TPP of 35.

E2.4.1 The Contractor shall provide a third party documentation confirming the TPP rating of garments supplied under the Contract.

E3. GOODS

E3.1 The Contractor shall supply and deliver firefighting turnout gear in accordance with the requirements hereinafter specified.

E3.2 Turnout gear shall include:

- (a) Item No. 3 – Protective Turnout Coat.
- (b) Item No. 4 – Protective Turnout Trouser.

E3.3 Goods shall be constructed from virgin material.

E3.4 The turnout gear shall be of ergonomic/athletic design to accommodate the nature of work for fire operations, to increase user comfort and to enhance body movement and performance.

E4. MATERIAL

E4.1 Garments shall be constructed with no raw edges and include bar tacking at stress points.

E4.2 Thread:

- (a) The thread shall be of Nomex material and shall resist heat and not ignite, melt or char when exposed to a temperature of 500E F (260E C) in accordance with Method 1534, "Melting Point of Synthetic Fibres" of Federal Test Method Standard 191A, Textile Test Methods.

E4.3 Knit Material:

- (a) All sections of the coat and trouser ensemble that specify "knit Material" shall be manufactured with Knit Nomex.

E4.4 Hook and Loop Fasteners:

- (a) Hook and loop fastening shall be with two (2) parallel rows of thread around the perimeter of both components of the fastener system.

E4.5 Zipper Fastening:

- (a) Zipper fastening shall be YKK Vislon, as described in NFPA 1971, current edition at time of order placement

E4.6 Snap and Dome Fasteners:

- (a) Snap and dome fasteners shall be as described in NFPA 1971, current edition at time of order placement, Hardware Requirements

E4.7 Reflective Trims:

- (a) Reflective Trims shall meet new NFPA current standard and shall be in accordance with E5.1(d) and E5.2(c).
 - (i) The reflective trim shall be determined after Phase One (trial and testing).

E4.8 Arashield Material:

- (a) Where specified, sections of the trouser ensemble shall be manufactured with Arashield material or comparable reinforcing durable material.

E4.9 Outer Shell Material, Moisture Barrier and Thermal Liner shall be one of E5.1 or E5.2

E4.9.1 Further to E4.9, this shall be determined after Phase One (trial and testing).

E5. MATERIAL FOR TRIAL

E5.1 Trial Turnout Gear (Option One):

- (a) Outer Shell Material:
 - (i) All sections of the coat and trouser ensemble that specify “outer shell material” shall be manufactured with Armour AP – Khaki in color.
- (b) Moisture Barrier Material:
 - (i) All sections of the coat and trouser ensemble that specify “moisture barrier material” shall be manufactured with Gore Crosstech Black.
- (c) Thermal Liner Material:
 - (i) All sections of the coat and trouser ensemble that specify “thermal liner material” shall be manufactured with Glide PBI G2 6.8 oz sq/yd.
- (d) Reflective Trim:
 - (i) Reflective trim shall be 2" Lime fluorescent 3M Scotchlite NFPA COMFORT TRIM around the sleeves. The chest and hem trim shall be three (3) inch two-tone (silver on Lime) 3M Scotchlite NFPA COMFORT TRIM.

E5.2 Trial Turnout Gear (Option Two):

- (a) Outer Shell Material:
 - (i) All sections of the coat and trouser ensemble that specify “outer shell material” shall be manufactured with Armour AP – Gold in color.
- (b) Interior Liner System:
 - (i) All sections of the coat and trouser ensemble that specify “moisture barrier material” and/or “thermal liner material” shall be manufactured with Gore Parallon.
- (c) Reflective Trim:
 - (i) Reflective trim shall be 2" Lime fluorescent 3M Scotchlite NFPA around the sleeves. The chest and hem trim shall be three (3) inch two-tone (silver on Lime) 3M Scotchlite NFPA;

E6. PROTECTIVE TURNOUT COAT

E6.1 Modular Construction:

- (a) The protective coat shall be constructed as two separate modules:
 - (i) The outer shell; and
 - (ii) The liner consisting of the moisture barrier and thermal liner.
- (b) The Contractor shall have available to purchase from the manufacturing company, for five (5) consecutive years, any layers making up the components of the modules.
 - (i) This will allow the layers to be cleaned or replaced separately without replacing the entirety of the protective coat.

E6.2 Sleeves:

- (a) The construction and design of sleeves shall be compatible with a gauntlet style glove or mitt;
- (b) The sleeve end of the outer shell extend no more than one (1) inch passed the sleeve end of the liner;
- (c) Sleeve ends (cuffs) shall be reinforced with an additional two (2) inch piece of outer shell material or other suitable reinforcing material sewn proportionately on each side of the outer shell.
- (d) Sleeves shall have at least one wristlet per sleeve with a minimum value of 20 TPP.
 - (i) Wristlets shall be provided in such a manner that it will not cause discomfort when the user's arms are fully raised or extended;

- (ii) Wristlets length and size shall be determined by the user's sleeve length and hand size;
 - (iii) Wristlets shall include a "thumb loop" for securement;
 - (iv) Color coded dome fasteners shall be used to secure the inner liner to the outer shell.
- (e) Sleeves shall have a water well/particulate barrier constructed of the moisture barrier material.
- (i) The water well/particulate barrier shall be attached to the moisture barrier liner;
 - (ii) The water well/particulate barrier shall overlap the wristlet. If there are two wristlets, the water well/particulate barrier shall only overlap the wristlet with the "thumb loop";
 - (iii) The water well/particulate barrier elasticized gathers shall not cause discomfort to the user or restrict circulation in the wrist area;
 - (iv) The water well/particulate barrier shall be constructed to ensure a liquid-tight interface with the glove or mitt.

E6.3 Waist Particulate Barrier:

- (a) The design shall incorporate particulate protection with the inner liner system of the coat;
 - (i) The particulate barrier should be integrated with the coat and not require separate closure.

E6.4 Collar:

- (a) The collar shall provide continuous, complete thermal and moisture protection to the neck area in accordance with the NFPA standards.

E6.5 Throat Protector Closure:

- (a) A throat protector closure shall be of a contoured/ergonomic design without a free hanging closure tab.

E6.6 Front Closure:

- (a) A positive closure shall be performed by an NFPA approved Vislon YYK Zipper, no brass substitutes shall be permitted;
- (b) A zipper glove tab will be affixed to the zipper to allow easy grip and operation while users are wearing gloves or mitts.

E6.7 Pockets:

- (a) The protective coat shall have one bellow type radio pocket on the outside of the outer shell, one notebook pocket on the inside liner, one slash pocket on the inside of the storm flap and two main jacket pockets (bellow or other) on either side of the body.
- (b) The radio pocket shall be 7" in height x 3-1/2" in width x 2" in depth, bellow type pocket lined with moisture barrier material. The radio pocket shall also include a drain and storm flap with an antenna notch on the left side to cover the radio, fixed to the outer shell and secured to the exterior of the pocket with fire resistant hook and loop closure;
 - (i) The radio pocket shall be placed in a position on the left of the chest, one (1) inch from the storm flap to ensure no interference or obstruction with the user's SCBA when a radio is inserted into the pocket.
- (c) The notebook pocket on the inside of the liner shall be constructed of FR cotton material patch with the dimensions of 7 1/2" x 8".
 - (i) The notebook pocket shall be placed below the right chest area on the inside of the liner, attached to the exterior of the thermal layer (between the thermal liner and the user's body);
- (d) The slash pocket on the inside of the storm flap shall be constructed of moisture barrier and be approximately 7" x 7".
- (e) The two main pockets shall be fully lined with Kevlar reinforcing material.

E6.8 Microphone Strap:

- (a) A strap shall be constructed to hold a microphone for a portable radio.
 - (i) The strap shall be sewn to the jacket at the ends only.
 - (ii) The size of the microphone strap shall be 1" x 3".

E6.9 Reflective Trim:

- (a) The reflective trim shall be in accordance with E4.7;
- (b) The placement of the reflective trims shall be proportionate to the size of the coat and not a designated measurement between all sizes;
- (c) Reflective trim placement shall be in accordance with the NFPA 1971 current edition at time of order placement;
- (d) 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.
 - (i) Lettering shall be placed on a piece of outer shell and sewn to the back of the coat beneath the hem trim.

E6.10 Chest Flashlight Holder:

- (a) The chest flashlight holder shall be a hanging reverse clip on a patch with a hook and loop strap.
 - (i) The loop strap shall be 1" x 9" strap with a 3" hook and loop on each end, two bar tacks to be 3 ½" apart.

E6.11 Radio Microphone strap:

- (a) The radio microphone strap shall be affixed to the coat directly above the hanging flashlight reverse clip.

E6.12 Hanger Loop:

- (a) A hanger loop shall be supplied to prevent damage to the thermal liner if a coat is hung on a hook.

E6.13 Supplemental Thermal Protection:

- (a) A performance specification indicating thermal protective performance must be provided in the third party documentation accompanying the coat;
- (b) Supplemental thermal protection shall be required in the upper back and shoulder area.

E7. PROTECTIVE TURNOUT TROUSERS

E7.1 Modular Construction:

- (a) The protective trousers shall be constructed as two (2) separate modules:
 - (i) The outer shell; and
 - (ii) The liner consisting of thermal and moisture barrier.
- (b) Separating the two (2) module allows for each module to be cleaned separately without replacing the entire protective trousers.
- (c) The trousers shall have color coded dome fasteners to secure the inner liner to the outer shell.

E7.2 Waistband:

- (a) The waist of the trouser shall be secured by an adjustable waist belt with a thermoplastic buckle.

E7.3 Suspenders:

- (a) Suspenders shall be part of the protective trousers but are not to be considered the main support;
- (b) Suspenders shall be designed to equalize pressure on the straps when the wearer bends side to side;
- (c) Suspender straps shall be two (2) inch heavy duty cotton with padding and rip cord style adjustment;
- (d) Suspenders shall have two (2) inch two tone reflective trim (silver on lime) sewn onto the suspenders visible from the front and back;
- (e) Suspenders shall be "H" style in design;
- (f) Suspenders shall be removable;
- (g) A removable radio pocket shall be affixed to the front suspender utilizing the same radio pocket dimensions as specified in E6.7(b).
 - (i) The pocket shall be constructed of the outer shell material.

E7.4 Trousler Cuffs:

- (a) Cuffs shall be reinforced by hemming with an additional 2" piece of Arashield material , sewn proportionately on each side of the outer shell;
- (b) The trousers shall have particulate protection consisting of elasticized water wells.

E7.5 Knee Pads/Reinforcements

- (a) Knees shall be reinforced on the exterior of the outer shell with a layer of Arashield material;
- (b) Knee pads shall be included within the trouser system to ensure full coverage of the knee when kneeling and crawling and shall be of maximal available thickness and quality;

E7.6 Pockets:

- (a) Trousers shall have two (2) side leg bellow pockets constructed of outer shell material;
- (b) A rolled edge or other system on the pocket flap for gloved manipulation shall be included;
- (c) A hook and loop securement of the outer pocket flap consisting of a full width section on the pocket and a series of 3 vertical sections on the interior of the flap;
- (d) Each pocket shall be fully lined with Kevlar reinforcement material;
- (e) The left pocket shall have a mid-point vertical pocket divider constructed with Kevlar.

E8. GARMENT SIZING AND MEASURING

- E8.1 The Contractor shall be responsible for all measuring. Fit shall take into account both the dynamic and static positions of the user.
- E8.2 The Contractor shall have a representative attend at WFPS facilities in Winnipeg within four (4) Business Days of notification to take measurements.
- E8.3 The Contractor shall be available for multiple measuring sessions to accommodate shift schedules.
- E8.4 Garments shall be custom fit to individual users and include allowances for individual body shape and size to ensure comfort.
 - E8.4.1 Further to E8.4, garments shall be sized for a personalized fit to both males and females.
- E8.5 The Contractor shall provide a facility in Winnipeg and arrange to have users available for measurements in a continuous manner.
- E8.6 The Contractor shall ensure proper fit upon delivery and after 5 washing and drying cycles.

- E8.6.1 Further to E8.6, the washing and drying process will be in accordance with the manufacturer's instructions.
- E8.7 The Contractor shall ensure that the turnout gear measurements shall not vary by more than a ¼ inch variance from pre-wash/original measurements.
- E8.8 The Contractor shall provide washing instructions within two (2) Business Days, upon request of the Contract Administrator.

E9. LABELS

- E9.1 Each garment shall be labelled:
- (a) in accordance with the requirements of NFPA 1971, current edition at time of order placement;
 - (b) with the name of the user for whom the garment was fitted;
 - (c) all labels shall be permanent so they will stay intact and be legible for the life of the garment;
- E9.2 Each garment shall have a bar code label complete with a computerized tracking program to include at a minimum:
- (a) Person to whom garment is issued;
 - (b) Date of issuance;
 - (c) Manufacturer;
 - (d) Model name, number, or design;
 - (e) ID #, lot #, or serial #;
 - (f) Manufacturing date (month and year);
 - (g) Dates and finding of inspections;
 - (h) Dates cleaned or decontaminated;
 - (i) Reasons for cleaning/decontamination;
 - (j) Who cleaned or decontaminated;
 - (k) Dates of repair;
 - (l) Who performed the repairs;
 - (m) Description of repairs;
 - (n) The person authorizing serviceability;
 - (o) Date of retirement; and
 - (p) Date and method of disposal.
- E9.3 A one dimensional barcode, in the interleaved 2 of 5 formats shall be printed on the label of each separable layer of the garment. The barcode shall represent the serial number of the garment. The manufacturer shall be able to provide a detailed list of each asset of a drop-shipped order, and shall include but not be limited to the following:
- (a) Brand;
 - (b) Order Number;
 - (c) Serial Number;
 - (d) Style Number;
 - (e) Color;
 - (f) Description;
 - (g) Chest/Waist Size;

- (h) Jacket/pant Length;
- (i) Sleeve Length;
- (j) Date of Manufacture; and
- (k) Mark-For Data.

E9.3.1 This information shall be able to be imported into the manufacturers web-based system designed to facilitate the organization and tracking of assets in accordance with the cleaning and inspection requirements of OSHA and NFPA 1851.

E10. PACKAGING

E10.1 Protective coats shall be packaged and delivered in a container that allows for a maximum of one fold and a minimum of five protective coats and matching protective trousers per package.

E10.2 Each package shall clearly identify on the outside:

- (a) The types of contents (i.e. protective coat(s) and trousers); and
- (b) The names of the user(s) for who the contents were fitted.

E11. QUALITY CONTROL

E11.1 Prior to delivery, the Contractor shall inspect each individual garment (coat or trouser) to ensure the garments are free of flaws, imperfections, blemishes, improperly finished seams, improperly secured trim or seam tape and any other defects that may adversely affect its appearance, serviceability or performance.

E11.2 After each delivery, each garment will be inspected by the department for flaws, imperfections, blemishes, improperly finished seams, improperly secured trim or seam tape, obvious sizing errors and/or any other defects.

E11.3 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.) or any post washing quality issues are identified, the garment shall be replaced at the Contractor's expense.

E12. MAINTENANCE

E12.1 The Contractor shall provide written washing and care instructions for the turnout gear.

E12.1.1 The instructions shall include detailed descriptions of:

- (a) The washing process;
- (b) Types of applicable cleaning products; and
- (c) The drying process.

E13. TRAINING

E13.1 The Contractor shall arrange for the manufacturer to provide on-site care and maintenance training.

E13.2 Training shall be in compliance with NFPA 1851, current edition. Upon completion each participant shall receive a certificate of completion.

E13.3 The Contractor shall provide an on-site OSHA mandated training session on "Knowing the Limits of Your PPE".

E14. The training shall include the full personal protective ensemble.