



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 561-2015**

**SUPPLY AND DELIVERY OF SOFT BODY ARMOUR LEVEL IIIA – GENERAL  
PATROL**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF SOFT BODY ARMOUR LEVEL IIIA – GENERAL PATROL

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 21, 2015.

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

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

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

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

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

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

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

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

### **B4. CONFIDENTIALITY**

B4.1 Information provided to a Bidder by the City or acquired by a Bidder 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 Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity 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 Bid Opportunity, 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.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 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.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- 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 Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- 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 Bidder 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 Bidders. The Bidder 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 Bidder 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 Bidder 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 B15.
- 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. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid; and
  - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a).
- B7.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

## **B8. BID**

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 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/her own name, his/her 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/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 Bid 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, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 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/her 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/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 should be printed below such signatures.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.
- B9. PRICES**
- B9.1 The Bidder 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.
- B9.2 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.
- 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.

## **B10. DISCLOSURE**

B10.1 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.

B10.2 The Persons are:

- (a) Corporate Security Supply Ltd

## **B11. QUALIFICATION**

B11.1 The Bidder shall:

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

B11.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B11.4 The Bidder shall submit, within five (5) 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.

B11.4.1 The Bidder shall provide representative samples of the goods offered, as described in E1, for detailed inspection and approval.

B11.4.2 Failure to supply the sample unit(s) within the time period stated in B11.4 may result in the bid being determined to be non-responsive.

B11.4.3 The Bidder shall be responsible for all freight costs associated with the delivery and return of samples.

B11.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11.6 The Bidder shall provide two (2) references, names and contact information of other police customers for this product.

## **B12. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B12.1 Bids will not be opened publicly.
- B12.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B12.3 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 Division website at <http://www.winnipeg.ca/matmgt>
- B12.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

## **B13. IRREVOCABLE BID**

- B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B13.2 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.

## **B14. WITHDRAWAL OF BIDS**

- B14.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B14.1.1 Notwithstanding C21, 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.
- B14.1.2 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.
- B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.
- B14.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B13.2 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.

## **B15. EVALUATION OF BIDS**

- B15.1 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 (pass/fail);

- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
  - (c) Total Bid Price;
  - (d) Evaluation of specification in accordance with PART E (pass/fail)
  - (e) economic analysis of any approved alternative pursuant to B6.
- B15.2 Further to B15.1(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.
- B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B15.4 Further to B15.1(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.
- B15.4.1 Further to B15.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B15.5 This Contract will be awarded as a whole.
- B16. AWARD OF CONTRACT**
- B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B16.2 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.
- B16.2.1 Without limiting the generality of B16.2, 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.
- B16.3 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, in accordance with B15.
- B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B16.4 Notwithstanding C4 and Paragraph 6 of Form A:Bid, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B16.5 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 2008 05 26) 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Bid Opportunity 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 supply and delivery of Soft Body Armour Level IIIA from the period of award until August 31, 2016, with the option of three (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) 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 September 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The major components of the Work are as follows:

(a) The Contractor shall individually measure and fit Winnipeg Police service Members in Winnipeg. For details see E3

(b) Supply of Soft Body Armour Vests (Male and Female), each set shall consist of:

(i) One (1) set of ballistic panels E4;

(ii) One (1) internal carrier E5;

(iii) One (1) external carrier E6.

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

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

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

#### D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

(a) **Hook and Loop Velcro** means the hook and loop shall be black in colour. The loop to be standard Velcro pile no. 001, 0199 or 3M Scotchmate SJ33402. the hook shall be Velcro no. 80, 0199 or 3M Scotchmate SJ3402;

(b) **JIT** means Justice Institute of Technology;

(c) **NIJ** means National Institute of Justice;

(d) **NLECTC** means the National Law Enforcement and Corrections Technology Centre.

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

James Fam  
Winnipeg Police Service  
Quartermaster Stores Unit  
472 Notre Dame Avenue  
Winnipeg, MB R3C 1R5

Telephone No.: (204) 986-6279  
Email: jfam@winnipeg.ca

#### **D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D5.1 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.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 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.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

#### **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 at the following facsimile number:

The City of Winnipeg  
Chief Financial Officer  
Facsimile No.: 204- 949-1174

D6.2 **Bids Submissions** must be submitted to the address in B7.5

#### **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.

#### **D8. INSURANCE**

D8.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) 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.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 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 but in no event later than the date specified in C4 for the return of the executed Contract.

D8.4 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.

D8.5 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**

### **D9. COMMENCEMENT**

D9.1 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.

D9.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D7;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D10. PACKAGING AND DELIVERY**

D10.1 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.

D10.1.1 Scheduled dates where measurements will be required to be taken by the contractor shall correspond with existing Winnipeg Police Service recruit Training. To ensure processes are not disrupted, all Soft Body Armour Vests shall be completed within the following schedule.

- (a) Recruit Vests shall be delivered within thirty (30) calendar days after date of measurement. The Standard Recruit class is between twenty four and fifty (24 and 50) members.
- (b) Balance of body armour shall be shipped within ninety(90) Calendar Day(s) of the placing of an order, unless otherwise allowed by the User at the time of ordering.

D10.1.2 The Contractor shall arrange to take the measurements on an "as required basis" within ten (10) business days of the request.

D10.2 Each vest must be packaged individually in a protective plastic bag and shipped in a specially designed protective cardboard box. A packing slip shall be enclosed showing the contents of each shipment

D10.3 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.

D10.4 Goods shall be delivered between 8:00 a.m. and 4:00 p.m. on Business Days

D10.5 The Contractor shall off-load goods as directed at the delivery location.

## **D11. ORDERS**

D11.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D11.2 The City intends to place orders in the quantity of no less than 50 Soft Body Armour Level IIIA vests.

## **D12. RECORDS**

D12.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D12.2 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.

D12.3 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**

### **D13. INVOICES**

D13.1 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](mailto:CityWpgAP@winnipeg.ca)

D13.2 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.

D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D13.4 Bids Submissions must be submitted to the address in B7.5

**D14. PAYMENT**

D14.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D14.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**D15. PURCHASING CARD**

D15.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.

D15.2 The Contractor's credit card website/gateway shall have appropriate current Payment Card Industry Data Security standards (PCI DSS) certification, (<https://www.pcisecuritystandards.org/index.shtml> ). The credit card gateway shall meet the credit card data security requirements outlined by the Payment Card Industry Security Standards Council (PCI SSC) for service providers and/or software vendors.

**WARRANTY**

**D16. WARRANTY**

D16.1 Notwithstanding C11, the Bidder shall warrant that each ballistic panel provides protection as stated on the protective panel label and to be free of defects in material and workmanship for a period of five (5) years from the date of purchase. The City of Winnipeg reserve the right to test any armour under this Contract at an independent laboratory to confirm that the vests pass NIJ standards. The Contractor shall be responsible to pay for all tests where failure occurs and for replacement of all body armour from that deficient shipment.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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>
NIJ standard 0101.06	Ballistic Resistance of Personal Body Armour <a href="https://www.ncjrs.gov/pdffiles1/nij/223054.pdf">https://www.ncjrs.gov/pdffiles1/nij/223054.pdf</a>

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1	External Carrier – Front as shown in E7.2
2	External Carrier – Rear as shown in E7.3
3	External Carrier – Suspender Configuration as shown in E7.4

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

#### E2. GOODS

##### GENERAL REQUIREMENTS

E2.1 The Contractor shall supply soft body armour vests and shall govern the manufacture and inspection of soft body armour vests, male and female in accordance with the requirements hereinafter specified.

E2.2 These specifications, schedules, drawings or other information issued in connection therewith, may only be used for specific enquires, tenders, quotations, or orders placed on behalf of the Winnipeg Police Service.

E2.3 The article or material covered by this specification shall be free from imperfections or blemishes such as may affect its appearance or serviceability. All workmanship is to be of first quality. No defect that might affect the performance, wear ability, or durability of the vest will be tolerated. The City of Winnipeg shall have the sole right to determine if this and all other requirements have been met.

E2.4 Soft Body Armour panels manufactured to this specification shall be certified by NLECTC to Level III, a NIJ Standard 0101.06, and all lesser Ballistic threats, and further to E2.3 shall be free from imperfections, wrinkles, blisters, cracks, fabric tears, blemishes such as may adversely affect its wear, appearance, and or serviceability.

E2.5 Vests shall consist of one (1) set of panels, and two (2) carriers, one to be worn under the uniform shirt (internal) and one to be worn over top of the uniform shirt (external). Each carrier shall be capable of containing a front and rear ballistic panel described below. The ballistic panels shall be able to be removed to allow for cleaning. Both internal and external carriers are to be designed to be washed and the ballistic panels are to be designed to be wiped clean.

#### E3. SIZING AND FITTING

E3.1 Male and Female sizes – the contractor shall be required to individually size and fit all garments to male and female members at their location. Hours of operation must be Monday to Friday 0900 Hours to 1800 Hours.

- E3.2 The contractor must provide trained and knowledgeable staff in the area of custom fit soft body armour to perform the sizing.
- E3.3 Final fitting of the custom-measured vests is required. The final fitting will confirm the custom-measured Soft Body Armour fits properly in all aspects, including overlap which will ensure proper side coverage is achieved. The member will determine at that point whether or not the vest is required to go back to the Contractor for alterations.
- E3.4 Initial fit of custom-measured vests shall be guaranteed to fit satisfactorily on delivery. The Contractor shall agree to provide alterations or free replacement, until the wearer is satisfied. All sizing and fitting shall be conducted at the Contractor's expense.
- E3.5 **IMPORTANT:** Delivery for these measurement shall be as per the schedule stated in D10

**E4. ITEM NO. 1 - SOFT BODY ARMOUR PANELS:**

- E4.1 Ballistic material shall contain a combination of:
- (a) Kevlar Flex Woven Aramid
  - (b) Kevlar XP Aramid
  - (c) Kevlar Laminate
- E4.2 Pad Cover shall be:
- (a) Seam-sealed;
  - (b) Waterproof ripstop nylon.
- E4.3 Weight (Areal Density) shall not exceed:
- (a) Male: 1.14 lbs./ft<sup>2</sup>
  - (b) Female: 1.24 lbs./ft<sup>2</sup>
- E4.4 Vest shall have a maximum thickness of:
- (a) Male: 0.21 inches
  - (b) Female: 0.26 inches
- E4.5 Each ballistic panel shall protect against type IIIa ballistic threats as specified in NIJ Standard 0101.06 Section 2.3 as well as all lesser threat levels mentioned in Sections 2.1 and 2.2.

**E5. ITEM NO. 2 - INTERNAL SOFT BODY ARMOUR CARRIER:**

- E5.1 Shall be made with a Lightweight Microfiber outer shell.
- E5.2 Shall be made with a Breeze Knit anti-microbial inner lining.
- E5.3 Shall be Moisture wicking, fast drying and odour inhibiting.
- E5.4 Shall contain double front plate pockets for 5" x 8" and 7" x 10" inch inserts.
- E5.5 Shall have eight (8) points of adjustment.
- E5.6 Shall have removable straps with Velcro closure.
- (a) Four (4") inch wide side elastic straps;
  - (b) Two (2") inch wide shoulder elastic straps.
- E5.7 Shall contain shoulder epaulets to help hold straps and carrier in place.
- E5.8 Shall have Interior suspension system to stabilize ballistic pads.

- E5.9 Shall have tapered lower front corners for better, more comfortable fit.
- E5.10 Shall have Microfiber “wearstrip” on lower inside created for better durability.
- E5.11 Shall have a Zippered or Velcro closure.
- E5.12 Soft Body armour panels specified in E4 must fit within this carrier.
- E5.13 Navy in colour.

**E6. ITEM NO. 3 - EXTERNAL SOFT BODY ARMOUR CARRIER (CUSTOM):**

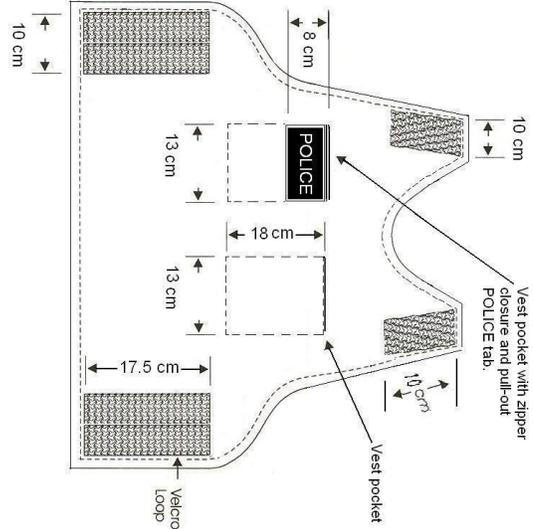
- E6.1 External Configuration to be as per Drawing No.1 and Drawing No.2 as shown in E7.2 and E7.3.
- E6.2 Soft Body armour panels specified in E4 must fit within this carrier.
  - (a) Cloth covered, black in colour, and shall meet the following specifications:
    - (i) 1000 denier Cardura;
    - (ii) Weave – plain;
    - (iii) 100% nylon.
  - (b) Minimum of eight (8 oz.) ounces per square yard;
  - (c) Straps shall be black ply pro webbing 2.5cm / one (1”) inch wide
  - (d) Strap buckle shall be a Trovato size release buckle - one (1”) inch or equivalent. Equivalency must be approved by the City of Winnipeg as stated in B6 of this document.
  - (e) Each vest shall be supplied with an external wear four (4) point adjustable carrier. The front and back carrier panels must have two (2) shoulder extensions. These extensions are to be equipped with a ten (10) cm / four (4”) inch hook and loop closure system with the back panel extensions to overlap the front. Each back panel shoulder extension is to be equipped with 2.5 cm / one (1”) inch horizontal microphone straps. Each torso side area is also to be equipped with a 15 cm / six (6”) inch hood and loop closure system with the back panel sides extending and overlapping the front.
    - (i) The carrier front is to have two (2) chest pockets with plastic zipper closures. Pockets shall be 13 cm / five (5”) inch wide by 18 cm / seven (7”) inch deep. The lift pocket will be equipped with a retractable drop down badge tab. This tab will be clearly marked with white “**POLICE**” lettering. This tab shall consist of two (2) piles of shell fabric measuring 10 cm / four (4”) inch wide by 8 cm / three (3”) inch high with finished edges. The right pocket will fit an officer’s notebook and also have an insert to hold a pen or pencil.
    - (ii) **Note:** positioning of loop tape fasteners inside carrier to fasten the ballistic panel to the carrier is representational. Fasteners **must** line up with, and be the opposite style to the existing Velcro on the Soft Body Armour Panel specified in E4.
- E6.3 Suspender configuration shall be as per Drawing No.3 as shown in E7.4;
  - (a) Two (2) black poly pro webbing straps shall be attached to the external carriers, both front and back sections, extending the full vertical length from shoulder to section pouch opening.
    - (i) The front carrier straps shall have previously been affixed, with stitching, pile type Velcro which will run from the neck opening to the panel pouch opening at its base on the front carrier.
    - (ii) The rear carrier strap shall have previously been affixed, with stitching; pile type Velcro with will run from an equidistant point parallel to the front carrier’s Velcro to the panel pouch opening at the base of the carrier.
- E6.4 **SUSPENDER STRAP**
  - (a) Suspender strap shall be as per drawing 3 as shown in E7.4;

- (b) Shall consist of black poly pro webbing, as specified in E6.2(c), this webbing shall be in two (2) parts;
  - (i) Part one: four (4) vest straps will have the male portion of the strap buckle mentioned in E6.2(d) attached by X cross anchor stitching. The length of the strap shall be similar in length requirement of E6.3(a)(i) and E6.3(a)(ii). This strap shall be sewn with hook type Velcro. The intent of these straps are to attach to the straps previously mentioned in E6.3
  - (ii) Part two: four (4) vest straps shall have the female portion of the strap buckle mentioned in E6.2(d) attached by X cross anchor stitching. This strap shall be in a single loop with a 7.5 cm opening. This opening intent is to attach to the members service belt.

## **E7. DRAWINGS**

### **E7.1 Applicable Drawings**

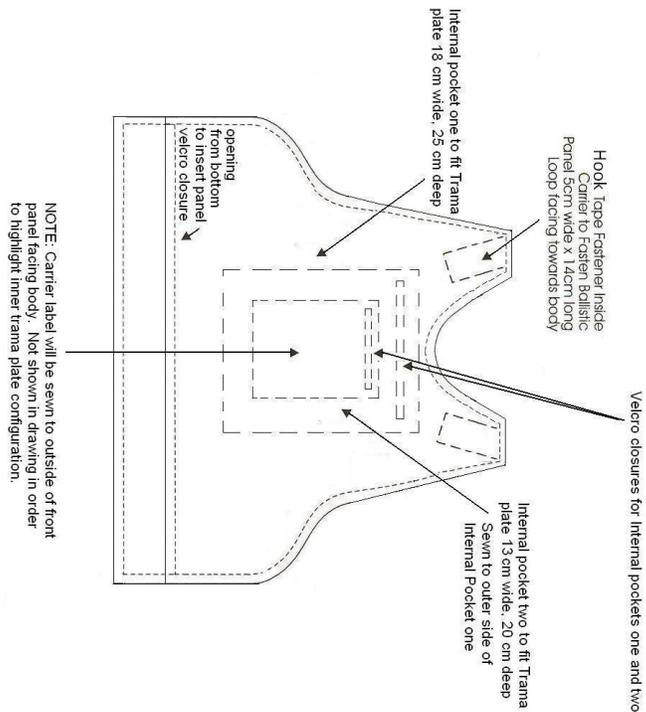
E7.2 Drawing No. 1 External Carrier – Front



Front External Carrier  
 Front View

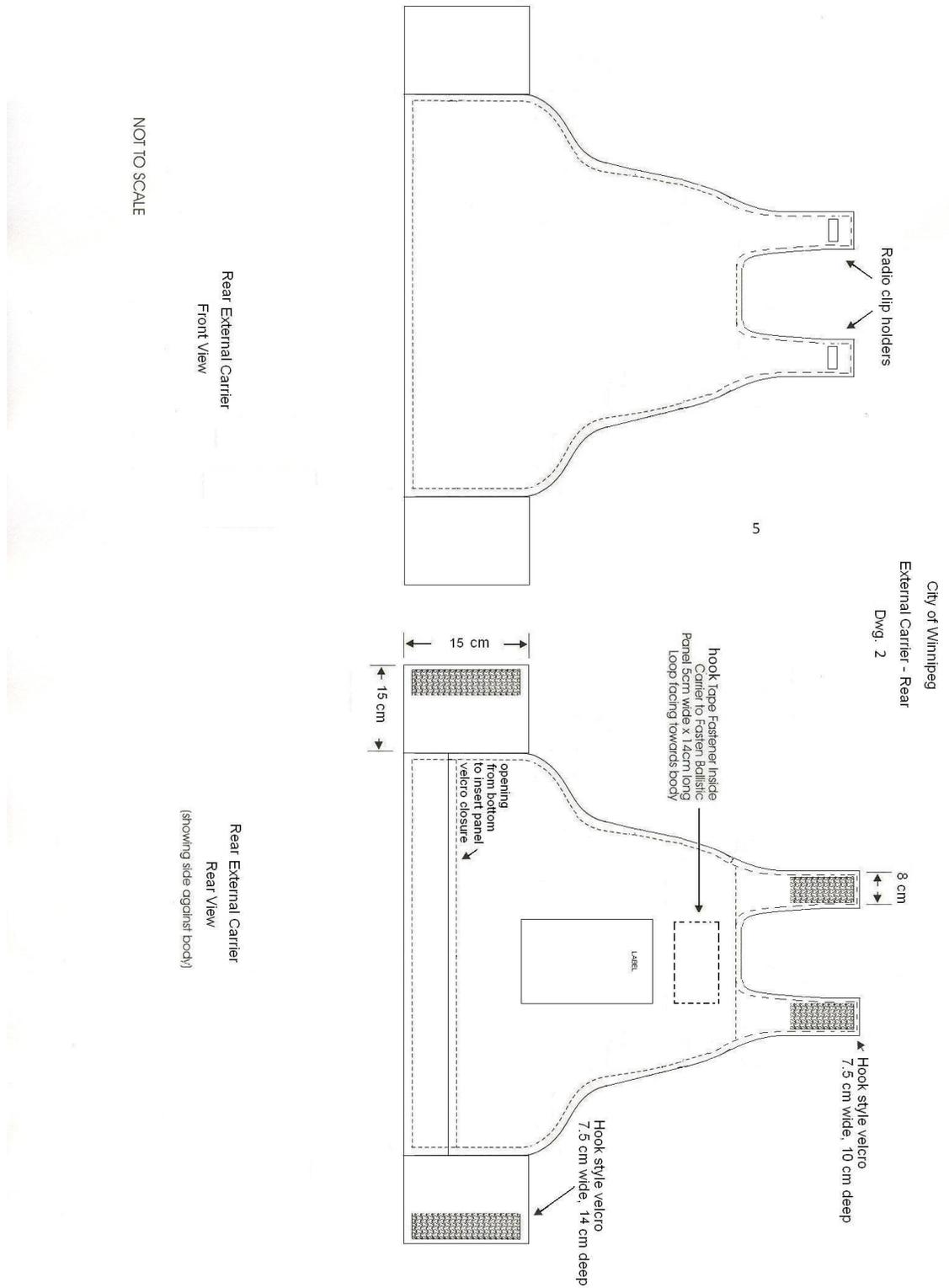
NOT TO SCALE

City of Winnipeg  
 External Carrier - Front  
 Dwg. 1



Front External Carrier  
 Rear View  
 (showing side against body)

E7.3 Drawing No. 2 – External Carrier – Rear



E7.4 Drawing No. 3 – External Carrier – Suspender Configuration

City of Winnipeg  
External Carrier - Suspender Configuration  
Dwg. 3

