

**FORM A: BID**  
(See B7)

1. Contract Title SUPPLY AND DELIVERY OF FIRE EXTINGUISHERS FOR VEHICLES

2. Bidder

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
Province

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Facsimile Number

(Mailing address if different)

\_\_\_\_\_  
Street or P.O. Box

\_\_\_\_\_  
City

\_\_\_\_\_  
Province

\_\_\_\_\_  
Postal Code

The Bidder is:

(Choose one)

a sole proprietor

a partnership

a corporation

carrying on business under the above name.

3. Contact Person

The Bidder hereby authorizes the following contact person to represent the Bidder for purposes of the Bid.

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

4. Definitions

All capitalized terms used in the Contract shall have the meanings ascribed to them in the General Conditions and D2.3.

5. Offer

The Bidder hereby offers to perform the Work in accordance with the Contract for the price(s), in Canadian funds, set out on Form B: Prices, appended hereto.

6. Commencement of the Work

The Bidder agrees that no Work shall commence until he is in receipt of a notice of award authorizing the commencement of the Work.

7. Contract The Bidder agrees that the Bid Opportunity in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Bid.

8. Addenda The Bidder certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract:

No.	_____	Dated	_____
	_____		_____
	_____		_____

9. Time This offer shall be open for acceptance, binding and irrevocable for a period of sixty (60) following the Submission Deadline.

10. Signatures In witness whereof the Bidder or the Bidder's authorized official or officials have signed this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(If no corporate seal)  
Signed and sealed in  
the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

Signature of Bidder or  
Bidder's Authorized Official or Officials

\_\_\_\_\_

(Print here name and official capacity of individual whose signature appears above)

\_\_\_\_\_

(Print here name and official capacity of individual whose signature appears above)

SEAL

**FORM B: PRICES**  
 (See B8)

**SUPPLY AND DELIVERY OF FIRE EXTINGUISHERS FOR VEHICLES**

**UNIT PRICES**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1.	Supply & Delivery of 2 ½ lbs. Fire Extinguishers (Combined ABC, Dry Chemical)	007048	Each	244	\$ _____	\$ _____
2.	Supply & Delivery of 5 lbs. Fire Extinguishers (Combined ABC, Dry Chemical)	007048	Each	1261	\$ _____	\$ _____
3.	Supply & Delivery of 10 lbs. Fire Extinguishers (Combined ABC, Dry Chemical)	007048	Each	130	\$ _____	\$ _____
4.	Supply & Delivery of 20 lbs Fire Extinguishers (Combined ABC, Dry Chemical)	007048	Each	14	\$ _____	\$ _____

TOTAL BID PRICE (GST and MRST extra) (in figures)\$ \_\_\_\_\_

(in words) \_\_\_\_\_

\_\_\_\_\_  
 Name of Bidder

**FORM N: DETAILED SPECIFICATIONS 07048**  
**SUPPLY & DELIVERY OF FIRE EXTINGUISHERS**

*(Winnipeg Fleet Management Agency)*

**1.0 INSTRUCTIONS FOR COMPLETION OF SPECIFICATIONS**

- 1.1 **The Fire Extinguishers** shall be furnished complete and ready for use by the Contractor. All parts not specifically mentioned but which are required to complete and place the **Fire Extinguishers** into successful operation shall be furnished as though specifically mentioned in these specifications.
- 1.2 It will be the responsibility of the Bidder to inform the City of any errors or omissions in these specifications, for under this Contract the Contractor shall be held responsible for the satisfactory operational function of the **Fire Extinguishers**.
- 1.3 All items in these specifications must be answered indicating compliance or non-compliance. **Bidders shall state "yes" for compliance or state deviation**, or give a reply where requested to do so. Deviations shall be clearly stated and fully detailed. Alternatives will be considered subject to evaluation.
- 1.4 Each bidder is required to fill in every blank. **Failure to do so may be used as a basis for rejection of bid.**
- 1.5 All applicable SAE standards form an integral part of these specifications and shall have precedence in any conflict concerning minimum acceptable standards.
- 1.6 The **Fire Extinguishers** must be tested and maintained as per the below standards.
- **Underwriters' Laboratories of Canada (ULC)** and **must have the ULC label** on the extinguisher.
  - The **Fire Extinguisher** and all its components shall comply with all **Canadian Standards Association (C.S.A.)**.
  - Must be inspected and tested in accordance with the **Standard of the National Fire Protection Association titled Portable Fire Extinguishers**.
  - **DOT Requirements**

**2.0 SERVICE FACILITY**

- 2.1 For the purpose of warranty repairs, the supplier shall have an authorized service facility located within 10 kilometres of the boundaries of the City of Winnipeg. The facility, or a portion thereof, shall be dedicated to the service and maintenance of the type **Fire Extinguishers** being offered. Further to B9.1, Bidders shall provide a description of the service facility including, but not limited to, number of qualified service staff, years of service experience, and general service capabilities within three (3) Business Days upon request of the Contract Administrator.

**3.0 SPECIFICATIONS- ELIGIBLE MAKE BADGER FIRE PROTECTION OR EQUIVALENT IN ACCORDANCE TO B5. SUBSTITUES STATED HEREIN.**

- 3.1 **TYPE-** There are three basic classes of fire extinguishers. Fire extinguishers must be labelled to show the class of fire they can extinguish.
- **CLASS A:** Ordinary combustibles such as paper, wood, rubbish, drapes and upholstery.

- **CLASS B:** Flammable liquids such as gasoline, oils, solvents, paints and flammable gases.
  - **CLASS C:** Electrical fires involving Class "A" or Class "B" materials and live electrical power - overheated wiring, fuse boxes, stoves, motors etc. or combination of the above classes, A, B, C,.  
All fire extinguishers provided under this contract must be of the C Class type.
- 3.2 The extinguisher must be tested and listed by **THE UNDERWRITERS' LABORATORIES of Canada (ULC)**. Must have the ULC label on the extinguisher. \_\_\_\_\_
- 3.3 **RE-STOCKING SUPPLY-** Contractor must ensure the City of Winnipeg will have on hand a minimum amount of (10) ten Fire Extinguishers of each item listed on Form B: Prices. \_\_\_\_\_
- 3.4 **MOUNTING BRACKETS-** Must come with applicable **vehicle mounting brackets.** \_\_\_\_\_
- 3.5 **INDICATOR SIGHT GLASS-** All Fire Extinguishers must have a charge window indicator, to indicated the charge amount within the Fire Extinguisher. \_\_\_\_\_
- 3.6 **ON-SITE MAINTANANCE-** Contractor shall provide service and maintenance on site. State Recharge and Service Fee per Fire Extinguisher on the following:
- Supply & Delivery of  
2 ½ lbs. Fire Extinguishers (Dry Chemical) \$ \_\_\_\_\_
  - Supply & Delivery of  
5 lbs. Fire Extinguishers (Dry Chemical) \$ \_\_\_\_\_
  - Supply & Delivery of  
10 lbs. Fire Extinguishers (Dry Chemical) \$ \_\_\_\_\_
  - Supply & Delivery of  
20 lbs. Fire Extinguishers (Dry Chemical) \$ \_\_\_\_\_
- 4.0 **WARRANTY-**
- 4.1 Further to D19 the Contractor shall warrant the Fire Extinguishers and all parts thereof, against any defects of workmanship, construction and materials, and agrees to repair or replace without cost to the City any article that has become defective and not proven to have been caused by negligence on the part of the user for a period of **(1) year on the entire Fire Extinguisher.** \_\_\_\_\_
- 4.2 In the event of a failure on the part of the Contractor to repair or replace any article during the warranty period within five (5) business days from the date of notification, the City may have the work performed by others and offset the cost against any money due, or that may become due to the Contractor, or if there is money due, the Contractor agrees to pay the City such cost. \_\_\_\_\_
- 4.3 The responsibility for the design of the Fire Extinguishers, its performance and reliability shall rest upon the Contractor.

4.4 The term “*repeated failures*” as determined by the Contract Administrator, and used herein is defined to mean, that when the same component, subassembly, or assembly develops repeated defects, breakdowns and/or malfunctions rendering the apparatus inoperative, or requiring repeated shop correction, service and/or replacement during the warranty period applicable for said component, subassembly, or assembly. Minor items or ordinary service adjustments are not included, or considered under the scope of “repeated failures”, as well as other factors, such as operational damage due to accidents, misuse or lack of proper maintenance, service attention by not following the manufacturer’s preventative maintenance schedule.

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4.5 Where a fire extinguisher develops “repeated failures” in service, the Contractor shall make any necessary engineering changes, repairs, alterations or modifications in order to guarantee reliability of performance, at no cost to the City, including all incidental costs, with a reapplied, full warranty as described in clause 4.4.

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## 5.0 **DELIVERY-**

5.1 The equipment shall be serviced, ready for operation and delivered F.O.B. freight prepaid to the City of Winnipeg, Fleet Management Agency, 185 Tecumseh Street, Winnipeg, Manitoba within **three (3) calendar weeks** from the date of official notification of award of Contract. The Contractor shall contact the Contract Administrator prior to delivery of the equipment. The deployment plan calls for a six month installation schedule with February 2008 being the date for having all required extinguishers installed as required in each vehicle. The initial delivery of the items should represent 20% of total stated number with the rest delivered on an “as requested” basis from September 2007 to February 2008.