



QUOTATION

Item #L-34/24

Supply & Installation of Calcium Hypochlorite Chlorinator and Removal of Chlorine Gas System

Note: Bid Submissions will only be accepted via the City's online platform. Refer to Instructions to Bidders #5, Submission of Quotations, for further information.

A Site Visit will be held on Tuesday, April 30, 2024 . Refer to Instructions to Bidders #3 – Site Visit for further details.

Supply & Installation of Calcium Hypochlorite Chlorinator and Removal of Chlorine Gas System

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Appendix 1 – Specifications

Bid Form

The following information is available for download on the City of Brandon website <https://purchasing.brandon.ca>:

1. Drawing: System No7 - Swimming Pool Pump & Converter Control (1 System)
2. Pictures of Chlorine Room

PART A. - INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

Where in the Quotation Documents where the singular or masculine are used, the same shall be construed as meaning the plural or the feminine or the neuter as the context may reasonably require, and where the following terms are used, the intent and meaning shall be, unless the context otherwise requires, as follows:

“Bidder” means any person submitting a Bid Submission for work, which includes but is not limited to vendor, supplier, firm, contractor, architect, consultant, proponent, or tenderer.

“Bid Submission” means an offer from a Bidder in response to a Bid Solicitation.

“City” means the Municipal Corporation of the City of Brandon.

“Contractor” means supplier, vendor, consultant or service provider who provides goods, services or construction to the City of Brandon.

“Contractor Personnel” means all individuals provided by the Contractor to perform services under the contract including employees, representatives, and consultants of the Contractor or subcontractor and any other individual for whom the Contractor is responsible for by law.

“Quotation Documents” means the Invitation to Bid, these Instructions to Bidders, Supplemental Conditions, the Bid Form, Specifications, and all Addenda.

2. ENQUIRIES

Administrative inquiries and requests for clarification of the Bid process shall be made to the Procurement Manager in writing at purchasing@brandon.ca and must be received not less than five (5) business days prior to the date for closing of Bids.

3. SITE VISIT

A Site Visit will be held on Tuesday, April 30, 2024 at 10:00 a.m. at Brandon Community Sportsplex, 30 Knowlton Drive. Sign-in will commence at 9:45 a.m. Meet at the Upper Level Canteen. Attendance at the Site Visit is not mandatory; however, all interested parties are encouraged to attend as this will be the only opportunity to view the sites.

4. PRICING

Prices shall be in Canadian Funds and shall be the total cost to the City of Brandon, including all applicable Federal and Provincial Taxes, duties, license costs, fees, insurance, workers compensation, vacation pay and all other charges, costs and assessments with all items being F.O.B., Brandon Community Sportsplex, 30 Knowlton Drive, Brandon, Manitoba. It is the Bidder's sole responsibility to determine whether or not taxes are applicable.

5. RECEIPT OF QUOTATIONS

The Quotation must be received by the method indicated below before 5:00:00 p.m. local Brandon time, **Wednesday, May 08, 2024** to be accepted as a bona fide Bid Submission.

Bid Submissions must be received by the City before the stipulated closing time. Late Bid Submissions will not be accepted.

6. SUBMISSION OF QUOTATIONS

The Bidder shall submit his Quotation on original or unaltered copies of the Bid Form provided herein. Any information provided by the City on any form must not be altered by the Bidder unless instructed to do so by written Addenda. The Bidder shall initial and date each correction, change, and/or erasure on the Bid Form. The Bid Form shall be clearly signed by the Bidder and shall clearly indicate the address of the Bidder, the Bidder's telephone number, and the date on which the Bid Form was signed by the Bidder.

Bids submitted by a partnership shall be signed and sealed in the name of the partnership by the authorized signing and sealing officers of the company. The name of the company and the names of the company along with titles of the signing officers shall be clearly printed in the spaces provided on the Bid Form.

The Bid Submission shall be submitted to the City by the following method:

Via Online Bidding Platform (E-submission)

One (1) copy of an electronic Bid Submission in .PDF format shall be submitted via the "Submit Online Bid" link for the associated Bid Opportunity on the City of Brandon Purchasing & Tenders website: <https://purchasing.brandon.ca>.

The City utilizes an online bidding platform where electronic Bid Submissions may be submitted until the closing time indicated herein for receipt of Quotations.

The procedure for submitting electronic Bid Submissions can be viewed on the City's Purchasing & Tenders website or by clicking [here](#). Failure to follow the procedure as indicated may result in a Bid Submission not being received. Any failure or delay in the transmission or storage of an electronic Bid Submission is the sole responsibility of the Bidder and not of the City.

The City will ONLY accept electronic Bid Submissions uploaded to the City's online bidding platform. Electronic Bid Submissions sent via e-mail will **not** be accepted. If a Bidder encounters issues uploading an electronic Bid Submission, contact the City's Procurement Services Department at 204-729-2251.

A Bid Submission will only be considered to have been submitted once it has been received by the City in the online bidding platform. The time the Bid Submission is received shall be determined by the City's server time, which is linked to National Institute of Standards & Technology time. Bidders are advised the time the electronic Bid Submission is received is based on when the Bid Submission is received by the City's server.

A confirmation webpage will display advising the Bid Submission was submitted successfully and a confirmation email will be sent. Bidders should not consider their Bid Submission to have been submitted if the confirmation webpage does not display and a confirmation email is not received.

Bid Submissions received via the online bidding platform are held securely and are inaccessible by Procurement Services staff until after the stipulated closing date and time.

Mail, Courier, Hand Delivered, Facsimile or E-mail Submissions Are Not Accepted.

7. ADDENDA

The City shall have the right to amend the Quotation Documents prior to the date set for receipt of Bids. Revisions or clarifications will be issued in the form of Addenda forwarded to all registered recipients of the Documents. Verbal and other interpretations or clarifications will be binding only when confirmed by written Addenda. Bidders shall acknowledge receipt of all Addenda to the Quotation Documents in the space provided on the Bid Form. Failure to acknowledge all Addenda may cause the Quotation to be rejected.

8. ALTERNATE BIDS

Alternate Bid Submissions are accepted. A separate Bid Form and Appendix 1 offering an alternate may be attached to the Bid Submission, but a Bid Submission in the proper form must be offered complete and in no way be made conditional upon the terms contained in the separate Bid Form and Appendix 1. A note "See Alternate Attached" may be added to the Bid Submission.

9. WITHDRAWAL OF QUOTATIONS

A Bidder shall be permitted to withdraw his Quotation, without penalty, if such request is received in writing by the Procurement Manager, prior to the time specified herein for receipt of Bids:

The City of Brandon
410-9th Street
Brandon, MB R7A 6A2

Ph: 204-729-2251
FX: 204-726-8546
E: purchasing@brandon.ca

The City shall retain the Quotation until after the time specified herein for the receipt of Quotations. The submission will be opened to verify that the name and signature of the person requesting the Quotation be withdrawn is the same as the name and signature of the person who submitted the Quotation. If the information is the same, the Procurement Manager will declare the bid withdrawn.

10. REJECTION OF QUOTATIONS

The City reserves the right to reject any or all Quotations, the City in its sole discretion may reject as non-compliant any Quotation which contains omissions, erasures; is ambiguous or unclear as to meaning or intent; is incomplete, illegible, conditional or contains a qualifier; contains any non-requested alterations or additions to the information provided by the City; is obviously unbalanced; or fails to comply sufficiently with the Instructions to Bidders. The City may, in its sole discretion, waive any and all defects, informalities, and accept any Quotation, as compliant, which it considers is in the best interest of the City of Brandon.

11. AWARD AND EXECUTION OF QUOTATIONS

The City reserves the right to cancel this Quotation at any time. The Award of the Quotation, if it is to be awarded, shall be made within sixty (60) calendar days of the date on which the Quotations were opened, unless an extension of the said sixty (60) days is mutually agreed upon in writing between one or more Bidders and the City. Should no award be made within the said sixty (60) days or within any mutually agreeable extension thereof, then all Bidders shall be relieved of any obligation to enter into a Contract.

The award of the Quotation will not be binding until the successful Bidder has received written notification of the award of the Quotation from the Procurement Manager of the City of Brandon. No other act of the City shall constitute an award of the Quotation. The award of the Quotation shall fall under the governing laws of the Province of Manitoba.

The lowest or any Bid will not necessarily be accepted.

PART B. – SUPPLEMENTAL CONDITIONS

The City of Brandon For Supply & Installation of Calcium Hypochlorite Chlorinator and Removal of Chlorine Gas System

A) Application

- A.1** The City requires supply, installation, and commissioning of a PowerBase 3140AT Calcium Hypochlorite Chlorinator (or equivalent) at the Brandon Community Sportsplex.
- A.2** The City requires decommission and removal of the current chlorine gas system. The current chlorine gas system is a higher risk system, and no longer suits the needs the facility.
- A.3** The Contractor shall provide all the necessary material, equipment and labour to perform the Work.
- A.4** The Contractor shall comply with the Swimming Pools and Other Water Recreation Facilities Regulation (Manitoba Health) and complete the necessary alteration application form.
- A.5** It is the responsibility of the Contractor to abide by all City of Brandon Planning, Property & Buildings Department requirements, by-laws and codes. All required permitting and associated costs related to meeting City of Brandon Planning, Property & Buildings Department's requirements are the responsibility of the Contractor. The Contractor shall not commence Work until all required permits have been applied for and approved.
- A.6** The Work must be performed in accordance with Manitoba Hydro requirements.
- A.7** Any item(s) not specifically requested but known to the Bidder as being necessary for the safe, efficient use of the equipment proposed shall be clearly noted on the Bid Form. Otherwise it will be assumed this item will be supplied at the proposed price.
- A.8** The Contractor must comply with all Canadian Federal, Provincial, Municipal Safety Regulations and Standards.
- A.9** Submit a full brochure and specification sheet on proposed equivalent equipment.
- A.10** Appendix 1 indicates the minimum specifications.

B) Local License Requirements

Any persons conducting business within the City of Brandon from a Brandon residential address must have a valid Business License. This includes agents from companies that are not based in Brandon but where the agent is conducting his/her business from a Brandon address. Non-compliance will result in rejection of a Bid.

All successful Bidders of construction or service work for the City of Brandon, whether Brandon-based or otherwise, must obtain a City of Brandon License. This is not applicable to suppliers from outside of the City who supply the City of Brandon with goods for the sole use of the City.

Any inquiries on the above should be directed to Municipal Licensing at 204-729-2230.

C) Schedule

The City of Brandon intends to evaluate the Quotations and provide recommendations to Procurement Services within four (4) weeks of Quotations closing.

D) Selection Process/Criteria

- a)** Cost; and
- b)** Completion date.

The City reserves the right to contact or interview any or all Bidders to clarify their Bid Submission.

The City will normally award contracts to the lowest competent Bidder meeting the required specifications. However, the City retains the right to reject any or all Bids and take into consideration past performance of bidders on similar contracts, both in and out of the City and such other factors the City considers

relevant including the timing of services to be provided.

E) Submittal Requirements

Limit the submittal to 8½"x11" pages. Failure to include the following information will render the Bid Submission non-compliant.

Please include the following:

- 1) Bid Form; and
- 2) Brochure and specification sheets for equivalent equipment.

F) Insurance and Indemnification Requirements

Workers Compensation Number must be current and in good standing.

The Contractor shall be deemed the prime contractor for the project and is solely responsible for construction and public safety at the site and for securing the site at all times to prevent public access. The Contractor shall carry out the work in accordance with the construction safety code in force at the place of work and in accordance with the applicable Workplace Safety and Health Act Regulation for Manitoba. The Contractor shall insure that when work is stopped, the Contractor leaves the Site in a safe and secure manner. At the discretion of the Building Maintenance Chargehand or their designate, may require additional safety precautions over and above the codes during the construction.

The Contractor shall at their own expense obtain Comprehensive General Liability (Occurrence form) policy written in the Contractor's name and including the City of Brandon as an additional insured in the amount of not less than \$2,000,000 (two million dollars) inclusive for bodily injury and/or property damage for any one occurrence or series of occurrences arising out of one cause. Legal or defence costs incurred in respect of a claim or claims shall not operate to decrease the limit of liability. A Certificate of Insurance shall be provided prior to commencing work.

G) Warranty

The Contractor shall unless specifically stated otherwise in the contract documents at his sole cost and expense maintain the Work against any and all defects and deficiencies that may arise for a period of twelve (12) months from date of certificate of final completion of work.

Upon notification by the Building Maintenance Chargehand or their designate the Contractor shall at his/her sole cost and expense remedy any defects or deficiencies identified by the Building Maintenance Chargehand or their designate during the warranty period and any damage that may arise or result from defect or deficiencies or as a result of the correction of same.

The Contractor shall provide manufacturers warranty information for all products upon completion of the Work.

H) Contractor's Declaration

The Contractor declares that in bidding for the Work and in entering into a Contract with the City, they are aware of any Orders issued under section 67 of the Public Health Act in response to the ongoing COVID-19 Pandemic, and has taken all necessary steps to ensure compliance with said Orders. The Contractor shall adhere to any COVID-19 procedure and/or protocols by the City that may exceed the requirements set forth in the aforementioned Orders while on City property. The Contractor shall regularly check the Province of Manitoba COVID-19 webpage <https://Manitoba.ca/covid19> for updates and ensure compliance with any future Orders.

The Contractor also declares that in bidding for the Work and entering into a Contract with the City, they shall adhere to any requirements set forth by the City that may exceed the requirements in the Orders issued under section 67 of the Public Health Act in response to the ongoing COVID-19 pandemic.

All public health orders related to COVID-19 procedures and/or protocols are the responsibility of the Prime Contractor. As the Prime Contractor, the Contractor shall ensure any Contractor's Personnel are also in compliance.

I) COVID-19 Requirements

The City reserves the right at any time to perform random audits to ensure the Contractor and the Contractor's Personnel are in compliance with the City's requirements.

Any and all costs associated with compliance to the City's COVID-19 requirements while performing the Work are to be borne by the Contractor.

Safety Measures

The Contractor and Contractor's personnel are required to reduce safety hazards associated with COVID-19 transmission and infection such as but not limited to providing personal protective equipment (PPE), physical distancing, and monitoring for symptoms.

The Contractor is responsible for notifying the City of any positive COVID-19 cases of the Contractor or Contractor's Personnel while engaged in the Work in order to support contract tracing.

APPENDIX 1

SPECIFICATIONS ITEM #L-34/24

Supply & Installation of Calcium Hypochlorite Chlorinator and Removal of Chlorine Gas System

The following specifications are the minimum specifications acceptable by the City. Actual specifications may exceed these specifications. Should the quote have additional features that are not in the specifications, include them with the Bid Submission so the Quotation can be fairly evaluated.

A. SCOPE OF WORK

- A.1 The Contractor shall supply, install and commission the Calcium Hypochlorite Chlorinator to improve safety conditions within the facility.
- A.2 All electrical and plumbing work required is to be included.
- A.3 The Work includes decommission and removal of the existing chlorine gas system.
- A.4 Inspect piping from chlorine room to mechanical room and replace as required. Indicate price per foot on Bid Form.

B. CALCIUM HYPOCHLORITE CHLORINATOR

- B.1 PowerBase 3140AT (or equivalent).
- B.2 Capacity of up to 2,000,000 gallons.
- B.3 Electrical requirements 120V 15 amp circuit

C. CO2 FEED SYSTEM

- C.1 5-50 SCFH (or equivalent).

D. CONTRACTOR'S RESPONSIBILITIES

- D.1 Ensure all work is performed by qualified trades persons where applicable. The City reserves the right at any time to request the qualifications of personnel performing the Work.
- D.2 The Contractor is responsible for all safety requirements of the job.
- D.3 Upon award, provide the City with a schedule and detailed list of work to be performed.
- D.4 Job hazard analysis and other applicable safety documentation are the responsibility of the Contractor.
- D.5 The Contractor must ensure that all safety codes and regulations are followed and supply a safety plan before the Work commences.
- D.6 The Contractor shall ensure that the Work does not interfere with the daily operation of the facility and not pose any safety hazards to the employees
- D.7 Ensure all work is performed by qualified electricians. The City reserves the right at any time to request the qualifications of personnel performing the Work.
- D.8 The Contractor is responsible to remove any garbage/debris, surplus material and equipment from the job site and is to maintain a clean worksite and to leave the jobsite in a clean and presentable condition upon completion of Work. Any additional fees for tipping are the responsibility of the Contractor.

E. CITY RESPONSIBILITIES

- E.1 Work with the Contract to arrange a closure of the pool for connection of the new system (if required);
- E.2 Remove the existing chlorine gas cylinders;
- E.3 Bleed the existing system of chlorine gas; and
- E.4 Laisse with the Contractor and Manitoba Public Health as the owner of the facility.

F. WORK SCHEDULE

F.1 The Contractor shall coordinate the Work schedule with the City in order to minimize disruptions to daily facility operations.

G. COMPLETION DATE

G.1 Preferred completion date is September 1, 2024. Indicate completion date on the Bid Form.

F. REFERENCES

F.1 Provide two (2) references on the Bid Form for whom you've completed similar types of work.

**CITY OF BRANDON
BID FORM**

QUOTATION: Item: #L-34/24

SUBJECT: Supply & Installation of Calcium Hypochlorite Chlorinator and Removal of Chlorine Gas System

CLOSING DAY: 5:00:00 pm local Brandon time, Wednesday, May 08, 2024

I, _____ representing _____
 (Name) (Company Name)
 of _____
 (Mailing Address) (City) (Province) (Postal Code)

 (Phone Number) (Fax Number) (G.S.T Registration Number)

Email Address: _____

I am authorized to bind the corporation and do hereby submit this as my price on the above-noted item.

The total amount of my bid price, in Canadian Funds, including all duties and applicable fees, F.O.B., Brandon Community Sportsplex, 30 Knowlton Drive, Brandon, Manitoba, Canada is:

Supply & Installation of Calcium Hypochlorite Chlorinator and Removal of Chlorine Gas System

Make & Model: _____

Item	Base Price	G.S.T. (5%)	MB R.S.T. (7%) where applicable	Total
Supply of Materials				
Labour				
			Total Bid Price	\$

Optional: Piping: \$ _____/foot

Can the Work be completed by September 1, 2024? YES or NO

If No, state completion date: _____

Contact information for two (2) references whom you've provided the same or similar service to:

Company: _____ Company: _____
 Contact Name: _____ Contact Name: _____
 Contact #: _____ Contact #: _____

Workers Compensation # _____ must be current and in good standing.

Note: Review Section E Submittal Requirements to ensure all documentation is submitted.

We hereby acknowledge receipt of the following Addenda to the Quotation Documents:

Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____

_____	_____	_____
(Signature)	(Date)	(Witnessed by)*

I am authorized to bind the Corporation

Print Name of Witness

*This document must be witnessed to be compliant.