



QUOTATION

Item #L-01

Supply & Installation of Gaga Ball Pit and Matting

Note:

Funding for this project has been provided by the Government of Manitoba, Department of Municipal and Northern Relations, Community Development Program.

Supply & Installation of Gaga Ball Pit and Matting

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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. Site Photo

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 Specialist in writing at **purchasing@brandon.ca** and must be received not less than five (5) calendar days prior to the date for closing of Bids.

3. 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., Job Site, Brandon, Manitoba. It is the Bidder's sole responsibility to determine whether or not taxes are applicable.

4. RECEIPT OF QUOTATIONS

The Quotation must be received by the method indicated below before 5:00:00 p.m. local Brandon time, **Thursday, July 16, 2026** 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.

5. SUBMISSION OF QUOTATIONS

The Bidder shall submit their 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.

6. POTENTIAL IMPACT OF TARIFFS

Bidders are expected to investigate alternative sources of supply in order to reduce or eliminate cost adjustments after the Closing Date.

Pricing is to be submitted based on the information in effect at the Closing Date.

Schedule and cost adjustments will be permitted only in instances where information was not known at the Closing Date. Bidders will be required to provide tariff number(s) for the item(s) and sufficient evidence that this information was not known at the time the bid was submitted.

Refer to Supplemental Conditions, Section F) Cost Adjustment for information on cost adjustment provisions.

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 their Quotation, without penalty, if such request is received in writing by the Procurement Specialist, 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 Specialist 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 Specialist 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 Gaga Ball Pit and Matting

A) Application

- A.1** The City requires supply and installation of one (1) outdoor Gaga ball pit and matting at the New Era School – located at 527 Louise Avenue, Brandon Manitoba.
 - A.1.1** Refer to site photo for approximate installation location of the gaga ball pit.
- A.2** The Contractor shall provide all the necessary material, equipment and labour to perform the Work.
- A.3** It is the responsibility of the Contractor to abide by the construction requirements as stated in the City of Brandon Engineering Department Standard Construction Specification Book and General Conditions of the Contract. Documents are available in electronic form on the City of Brandon website <https://purchasing.brandon.ca>.
- A.4** 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.5** The Contractor must comply with all Canadian Federal, Provincial, Municipal Safety Regulations and Standards.
- A.6** Submit a full brochure and specification sheet or a direct website link(s) on the Gaga Ball Pit and matting to be used.
- A.7** 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 their 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.
- 2) Appendix 1; and
- 3) Product Information
 - a. Full brochure and specification sheet or a direct website link(s) outlining all mandatory and preferred specifications bid on.
 - b. Warranty details

F) Cost Adjustment

- 1) The Contract Price shall be adjusted (increase or decrease) for any change in law or tax imposed under:
 - a. the Excise Act
 - b. the Excise Tax Act
 - c. the Customs Act
 - d. the Customs Tariff Act
 - e. the Retail Sales Tax Actthat occurs **after** the Closing Date that directly affects the goods supplied or the cost of the goods to the Successful Bidder.
- 2) The Successful Bidder shall substantiate the value by providing the Contract Administrator relevant records to verify the change in price.
- 3) The Successful Bidder will be required to provide satisfactory proof that alternative options were investigated in order to reduce or eliminate price changes for tariffs.

G) 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.

H) Government of Manitoba, Department of Municipal And Northern Relations

This project is funded by the Government of Manitoba, Department of Municipal and Northern Relations, and as such, requires the Contractor to:

H.1 Third Party Contracts

- H.1.1 Establish and maintain, until at least seven (7) years after the completion or termination of the Project, such accounting and other records (including supporting documents) as are necessary for the proper financial management of the Project;
- H.1.2 Permit Manitoba to monitor the Project and it inspect and audit accounting and other records respecting the Project seven (7) years after the completion of the Project; and
- H.1.3 Comply with all applicable legislation and standards, whether federal, provincial or municipal, including (without limitation) labour, environmental and human rights legislation; and

H.2 Provide that the Third Party shall be solely responsible for and shall save harmless and indemnify Manitoba and its minsters, officers, employes and agents from and against all claims, liabilities, and demands of any kind with respect to any injury to person (including, without limitation, death), damage or loss to or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- H.2.1 the Project;
- H.2.2 the performance of the contract or the breach of any term or condition of the contract by the Third Party or its directors, officers, employees or agents, and;
- H.2.3 any omission or any willful or negligent act of the Third Party or its directors, officers, employees or agents.

I) Warranty

The Contractor shall unless specifically stated otherwise in the contract documents at their 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 their 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.

J) 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 and has taken all necessary steps to ensure compliance with said Orders. The Contractor shall adhere to any 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 Public Health Act webpage for updates to section 67 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.

All public health orders related to section 67 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.

K) Public Health Act – Section 67 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 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 section 67 orders such as but not limited to providing personal protective equipment (PPE), physical distancing, and monitoring for symptoms.

APPENDIX 1

SPECIFICATIONS ITEM #L-01

Supply & Installation of Gaga Ball Pit and Matting

Appendix 1 must be completed and included with the Bid Submission.

Specifications marked as “XXXXXXXXXX” indicates the City deems this as a mandatory requirement and no deviation will be accepted.

Each specification requires a response of either “YES” or “NO” to confirm whether the proposed unit meets or does not meet that specification.

- For specifications where “NO” is indicated a written description in the “deviations” column is required
- For specifications where a response is not provided (YES or NO is not indicated) the City will evaluate the response as a “NO” meaning the specification is not met

Literature submitted as per Section E – Submittal Requirements will be used in the evaluation to validate Bidder self-declarations provided in Appendix 1.

The following specifications are the minimum specifications acceptable by the City. Actual specifications may exceed these specifications. If they do, note in the “Deviations (If Any)” column. Should the proposed unit have additional features that are not in the specifications, include details with the Bid Submission so the submission can be fairly evaluated.

A. SPECIFICATIONS

	DESCRIPTION	MEETS (YES)	SPEC (NO)	DEVIATIONS (IF ANY)
	GAGA BALL PIT			
1.	Commercial, in-ground			XXXXXXXXXXXX
2.	ADA compliant swing gate			
3.	Diameter to be a minimum of 18’ to a maximum of 22’ • State Diameter: _____			
4.	Wall height to be a minimum of 24” to a maximum of 28” • State wall height: _____			
5.	Modular panel system			
6.	Acceptable materials for panels (walls): • Recycled plastic • High-density polyethylene • Structural composite boards • Rotomolded plastic panels			XXXXXXXXXXXX
7.	Acceptable materials for posts/stanchion: • PVC coated steel • Powder coated steel • Galvanized Steel • Steel posts with composite sleeves			XXXXXXXXXXXX

	DESCRIPTION	MEETS (YES)	SPEC (NO)	DEVIATIONS (IF ANY)
	MATTING SYSTEM			
8.	Acceptable materials for matting: - Interlocking rubber shock pad, 20-40mm thick - Foam playground shock pads with drainage grooves			XXXXXXXXXXXX
9.	Separation fabric (Geotextile) to be laid under matting.			XXXXXXXXXXXX
10.	Surfaces shall be: - Flush - Free of ridges or gaps - Fully contained within pit walls			XXXXXXXXXXXX
11.	Free of ridges or gaps			
	PREVENTATIVE MAINTENANCE			
12.	Successful Bidder to provide specification sheets for all major components.			XXXXXXXXXXXX
	INSPECTION			
13.	The successful Bidder to test all functions and correct any deficiencies.			XXXXXXXXXXXX

B. ADDITIONAL INFORMATION

- B.1 Optional colours for the Gaga Ball Pit and matting to be provided to the City for selection upon award of the Work.
- B.2 Maintain a clean worksite and ensure the Work does not pose any safety hazards to City employees and the public.
- B.3 Any garbage, debris, surplus material and equipment shall be removed from the jobsite upon completion of the work. Additional fees are the responsibility of the Contractor.
- B.4 Job site to be left in a clean, presentable condition upon completion of the Work.
- B.5 Hours of work are from 8:00 a.m. to 4:30 p.m. weekdays unless other arrangements have been made between the Manager of Recreation or designate and the Contractor. Work completed outside of these hours must be in accordance with existing City of Brandon Bylaws.

C. CONTRACTORS RESPONSIBILITY

- C.1 The Contractor, at their expense, will ensure all locates are completed prior to installation.
- C.2 Job hazard analysis and other applicable safety documentation are the responsibility of the Contractor.

D. WARRANTY

- D.1 The successful Bidder to provide a copy of the manufacturer's warranty information. Indicate material warranty on the Bid Form.

E. COMPLETION DATE

- E.1 The City prefers the work to be completed between August 1, 2026 and August 31, 2026. Indicate completion date on the Bid Form.

F. REFERENCES

- F.1 Provide two (2) references on the Bid Form for whom you've provided the same or similar product/service.

G. PAYMENT & INVOICING

- G.1 Invoices shall indicate the Purchase Order number.
- G.2 Invoices can be mailed to City Hall, Accounts Payable, 410 – 9th Street, Brandon, MB R7A 6A2 or emailed to payables@brandon.ca.
- G.3 The successful Bidder must enroll for payment by electronic funds transfer (EFT).
- G.4 Invoices will be paid with Net 30 payment terms upon receipt of invoice and work being deemed satisfactory.
- G.5 The City will only pay for work completed.

**CITY OF BRANDON
BID FORM**

QUOTATION: Item: #L-01

SUBJECT: Supply & Installation of Gaga Ball Pit and Matting

CLOSING DAY: 5:00:00 pm local Brandon time, Thursday, July 16, 2026

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., Job Site, Brandon, Manitoba, Canada is:

Supply & Installation of Gaga Ball Pit and Matting

Item	Brand	Website link
Gaga Ball Pit		
Matting System		

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

Can you complete the work between August 01, 2026 and August 31, 2026? ☐ YES or ☐ NO

If no, indicate delivery date: _____

Warranty:

Gaga Ball Pit: _____

Matting System: _____

(Bidder to Initial)
.../2

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.