# QUOTATION

# Item #L-21

# Removal of Dutch Elm Diseased Trees

**Removal of Dutch Elm Diseased Trees**

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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. Tree Locations
2. Stump Grinding 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. SITE VISIT

There is no formal site visit scheduled but Bidders are encouraged to view/investigate the locations indicated on the appended list. Bidders are advised as these trees are located on private property, viewing/investigation will need to occur from City/public property. Technical support will not be available if attending the locations.

### 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., Various Locations, 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, November 18, 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.

### 6. 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.**

## 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 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. 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
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**
**Removal of Dutch Elm Diseased Trees**

### A) Application

**A.1** The City requires the removal of Dutch Elm diseased trees at various locations within the City. All trees are located on private property.

**A.2** The Contractor shall provide all the necessary material, equipment and labor to perform and complete the Work. All costs associated with removal and disposal of the trees are the responsibility of the Contractor.

**A.3** The Contractor shall be responsible for all travel, lodging, and meal costs associated with the Work and shall include them in the Total Bid Price.

**A.4** 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.5** The item must meet all Canadian Federal, Provincial, Municipal Safety Regulations and Standards.

**A.6** 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; and
2) Copy of current arborist license(s)

**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 Manager of Parks or 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) 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.

## APPENDIX 1

# SPECIFICATIONS
## ITEM #L-21

### Removal of Dutch Elm Diseased Trees

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 Remove all Dutch Elm Diseased trees. Refer to the appended list for tree locations.

A.2 Trees shall be completely removed as follows:

A.2.1 Stumps to be cut flush to the ground and any remaining bark on the outside of the stump shall be removed to ground level. A photo has been provided for reference.

A.2.2 Stump grinding is not included in the Scope of Work.

A.3 All branches, logs, wedges and stumps shall be handled or disposed of in the following manner:

A.3.1 Woodchips created from the removal of trees shall be taken to the chip pile located at the Parks Complex (2020 McGregor Avenue).

A.3.2 Any remaining logs that cannot be processed into wood chips shall be transported to and disposed by burial at the Eastview Landfill (765 33rd Street East). Additional fees (if any) are the responsibility of the Contractor.

A.3.3 Logs, wedges or wood shall not be kept to use for firewood.

A.4 Trees have been tagged for identification. As trees are removed, the date of removal must be recorded on the tag. Tags shall be returned to the Parks Department at 2020 McGregor Ave., Brandon, MB.

A.5 Work may be subject to inspection by the Manager of Parks or designate.

A.6 The Contractor shall provide the City with one (1) week's notice prior to commencement of the Work.

### B. CONTRACTORS RESPONSIBILITIES

B.1 The Contractor must be a Licensed Manitoba Arborist or an ISA certified arborist. Copy of current licensing to be submitted with the Bid Form.

B.2 The Contractor shall obtain all required line clearance regulations for Manitoba Hydro if required. The proper ticket is required to allow for cutting around existing wires.

B.3 Any damage caused by the Contractor to private property will be the sole responsibility of the Contractor to repair.

### C. WORKSITE

C.1 Work may be completed during normal working hours (8:30 a.m. – 5:00 p.m., Monday to Friday), unless other arrangements have been made between the Manager of Parks or designate and the Contractor. Work completed outside of these hours must be in accordance with existing City of Brandon by-laws.

C.2 Maintain clean work site(s) and ensure that the Work does not pose any safety hazards to the employees and the public.

C.3 Proper removal and disposal of any garbage, debris and surplus material shall be removed from the job sites upon completion of the work.

C.4 Job sites shall be left in a clean, presentable condition upon completion.

### D. COMPLETION DATE

D.1 Preferred completion date is December 31, 2026. Indicate completion date on the Bid Form.

## E. INVOICING & PAYMENT

E.1 Invoices shall indicate the date, location and description of the Work performed.

E.2 Invoices can be mailed to City Hall, Accounts Payable, 410 – 9th Street, Brandon, MB R7A 6A2 or emailed to payables@brandon.ca.

E.3 The successful Bidder must enroll for payment by electronic funds transfer (EFT).

E.4 Invoices will be paid with Net 30 payment terms upon receipt of invoice and work being deemed satisfactory.

**CITY OF BRANDON**
**BID FORM**

QUOTATION: Item: #L-21

SUBJECT: Removal of Dutch Elm Diseased Trees

CLOSING DAY: 5:00:00 pm local Brandon time, Wednesday, November 18, 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., Various Locations, Brandon, Manitoba, Canada is:

**Removal of Dutch Elm Diseased Trees**

| | |
|---|---|
| Base Price | $ _____ |
| Plus (5%) G.S.T. | $ _____ |
| Plus (7%) MB R.S.T. | $ _____ (where applicable) |
| **TOTAL BID PRICE** | $ _____ |

Can you complete the work by December 31, 2026? ☐Yes or ☐No

If No, state completion date: _____

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.