



## **QUOTATION**

**Item #L-10**

**Snow Clearing**

## **Snow Clearing**

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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. Sample Agreement
2. Map – BPS
3. Map – Sportsplex
4. Maps – A.R. McDiarmid Civic Complex & City Owned Public Parking

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## **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.

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

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

“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 three (3) days prior to the date for closing of Bids.

### **3. SITE VISIT**

There is no formal site visit scheduled; however, Bidders are encouraged to view the sites prior to submitting a Bid. Bidders are advised technical support will not be available to address any questions during the site investigation. Bidders shall not be entitled to rely on any information or interpretation provided by the City at the Site unless that information or interpretation is provided by the Procurement Manager in writing.

### **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 one of the methods indicated below before 5:00:00 p.m. local Brandon time, **Monday, November 09, 2020** 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 ONE of the following methods:

**a. Via Mail, Courier or Hand Delivery**

One copy of the Bid Submission shall be submitted in a sealed envelope and addressed to the City of Brandon as follows:

City of Brandon  
Finance Department (Main Floor), City Hall  
410-9<sup>th</sup> Street  
Brandon, MB R7A 6A2  
Attention: Ms. Lindsay Loree, SCMP – Procurement Manager

**“CONFIDENTIAL: ITEM #L-10 – Snow Clearing ”**

**Note:** In response to the COVID-19 pandemic, the City has implemented safety protocols for all individuals attending City Hall. Bidders are advised, in the case of delivery by hand or courier, the Bidder or courier personnel must comply with protocols currently in place at City Hall, which may include but are not limited to mandatory hand washing/sanitizing and following physical distancing standards. Bidders are advised adherence to the building protocols may result in a Bid Submission delivery delay. Failure to comply with the City's protocols may result in a Bid Submission not being accepted prior to the Bid Submission deadline. The City shall not be held responsible for any delivery delay caused by adherence to COVID-19 building protocols.

**b. 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.

**Facsimile or E-mail Submissions Are Not Accepted.**

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**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 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](mailto: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 Snow Clearing**

#### **A) Application**

- A.1** The City requires snow removal services for parking and loading dock areas at various locations.
- A.2** The City cannot guarantee any minimum or maximum use of service.
- A.3** The Contractor shall provide all the necessary material, equipment and labour to perform the Work.
- A.4** The duration of the contract will be for the 2020-2021 and 2021-2022 snow clearing seasons, where upon it can be renewed for a one year term thereafter, on similar conditions at the written request of the City and written acceptance of the successful Bidder. Indicate percentage increase/decrease for Year 2 and Optional Year 3 on the Bid Form.
- A.5** All Work shall be performed in compliance with the applicable Workplace Safety and Health, Federal, Provincial, and Municipal Rules, Regulations and By-laws.
- 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 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 one (1) week of Quotations closing.

#### **D) Selection Process/Criteria**

- a) Cost.**

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.

**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 Property Coordinator or her designate, may require additional safety precautions over and above the codes during the construction.

The Contractor shall at his 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.

Upon request the successful Contractor shall provide a copy of their safety plan to the Property Coordinator or her designate.

## APPENDIX 1

### SPECIFICATIONS ITEM #L-10

#### Snow Clearing

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. AREAS OF WORK

A.1 The areas to be cleared are as follows:

- A.1.1 Brandon Community Sportsplex (30 Knowlton Drive)
  - A.1.1.1 Front ramp on East side including parking area beside front entrance;
  - A.1.1.2 Parking lot on South side including all entrances;
  - A.1.1.3 Parking lot on West side including laneway; and
  - A.1.1.4 Tennis court/overflow parking on North side.
- A.1.2 Brandon Police Service (1020 Victoria Avenue)
  - A.1.2.1 Visitor and employee parking lot north side of the building (Area A).
  - A.1.2.2 Police parking lot on the south side of the building from the east end of the McTavish Avenue entrance to the west boundary (Area B).
  - A.1.2.3 Paved apron where garbage bins are located on east side of building (Area C).
  - A.1.2.4 All sidewalks at front of building (Area D).
  - A.1.2.5 All entrances to building from parking lots (man doors and garage doors) (Area E).
  - A.1.2.6 The City reserves the right to temporarily remove sections of Areas B & C due to construction during the term of the Agreement.
- A.1.3 A.R. McDiarmid Civic Complex and City owned public parking lots (addresses indicated below)
  - A.1.3.1 Visitor and Employee parking lot south of the A.R. McDiarmid Civic Complex, located at 638 Princess Avenue, Brandon, MB inclusive of entrance, wheelchair ramp, wooden staircase and deck (Area A);
  - A.1.3.2 Visitor and on-street parking on 7th Street (between Lorne Avenue and Princess Avenue) located on the west side of the A.R. McDiarmid Civic Complex (Area B);
  - A.1.3.3 Paved loading dock area where garbage bins are located on the southwest side of the A.R. McDiarmid Civic Complex (Area C);
  - A.1.3.4 Parking lot located at 1201 Pacific Avenue (Area D);
  - A.1.3.5 Parking lot located at 329 – 10th Street (Area E);
  - A.1.3.6 Parking lot located at 20 – 8th Street and lane across from 9th Street (Area F);
  - A.1.3.7 Parking lot located at 21 – 8th Street (Area G); and
  - A.1.3.8 Parking lot located at 641 Rosser Avenue (Area H).

A.2 Maps of the areas to be cleared have been provided for reference.

#### B. REQUIREMENTS

B.1 Brandon Community Sportsplex

- B.1.1 All areas to be cleared whenever there is a snow fall of 5 centimeters or 2 inches and once the snow has stopped falling or has accumulated to the maximum of 20 centimeters or 8 inches whether still snowing or not.
- B.1.2 Clearing to be done between 11:00 p.m. to 6:00 a.m.
- B.1.3 Snow cannot be stockpiled in front of the building. Snow can either be put over the



fence (not pushed) into the playground on the north side of the building or pushed and stockpiled in the track area in front of the timing tower. Snow does not need to be removed from these sites. Snow cannot be pushed across the street in front of the houses on the other side of the street.

**B.2 Brandon Police Service**

- B.2.1 Snow is to be cleared from areas A, B and C whenever there is a snow fall of 5 centimeters and once the snow has stopped falling or has accumulated to the maximum of 10 centimeters whether still snowing or not. Snow is to be cleared from area D and E when there is a snow fall of 2 centimeters once the snow has stopped falling or has accumulated to 5 centimeters whether still snowing or not.
- B.2.2 Clearing to be completed by 6:00 a.m.
- B.2.3 Snow cannot be stockpiled on the BPS property. Snow must be hauled from the site when it is cleared.

**B.3 A.R. McDiarmid Civic Complex and City owned public parking lots**

- B.3.1 Snow is to be cleared from all areas whenever there is an actual snowfall of at least 5 centimeters or 2 inches and once snow has stopped falling or in the event of a continuous snowfall, the Contractor shall clear all areas each time snowfall has accumulated to 20 centimeters or 8 inches within all areas.
- B.3.2 Clearing is to be completed by 7:30 a.m.

**C. DAMAGES**

C.1 The Contractor will be held responsible for any damage to City or private property sustained as a result of the snow clearing operations. Prior to commencement of the first clearing operation, the Contractor shall document and/or photograph all existing damage to pavements, curbs, utilities, wood fences, etc., and shall provide this information to the City for verification.

C.2 The Contractor shall immediately report damages to City or private property to the Contract Administrator.

**D. PRICING**

D.1 Pricing shall be firm for the length of the term. Bidders shall indicate their hourly rate on the Bid Form.

D.2 Indicate on the Bid Form pricing for the following optional services for all areas:

- D.2.1 Street sweeping
- D.2.2 Salting/sanding

**E. AGREEMENT**

E.1 The Contractor must sign an agreement with the City. A sample agreement has been provided for reference.

State your hourly rate: \$ \_\_\_\_\_ /hour (includes taxes)

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.