



PROPOSAL

Item #L-23

Decommissioning of Refrigeration & Air Conditioning Devices

Note: Bid Submissions will only be accepted via the City's online platform. Refer to Instructions to Bidders #6, Submission of Proposals, for further information.

Decommissioning of Refrigeration & Air Conditioning Devices

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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

PART A. - INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

Where in the Proposal 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.

“Proposal 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 to purchasing@brandon.ca and must be received not less than five (5) days prior to the date for closing of Bids.

3. SITE VISIT

No formal site visit is scheduled but Bidders are encouraged to view/investigate the site during regular business hours. Bidders are advised no technical support will be available while attending the Site.

Any Bidder attending the Site must adhere to all current Public Health orders in relation to the COVID-19 Pandemic response.

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., Eastview Landfill, 765 - 33rd Street East, Brandon, Manitoba. It is the Bidder's sole responsibility to determine whether or not taxes are applicable.

5. RECEIPT OF PROPOSALS

The Proposal must be received by the method indicated below before 5:00:00 p.m. local Brandon time, **Wednesday, July 21, 2021** 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 PROPOSALS

The Bidder shall submit his Proposal 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 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 Proposals.

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 Proposal 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 Proposal Documents in the space provided on the Bid Form. Failure to acknowledge all Addenda may cause the Proposal 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 PROPOSALS

A Bidder shall be permitted to withdraw his Proposal, 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 Proposal until after the time specified herein for the receipt of Proposals. The submission will be opened to verify that the name and signature of the person requesting the Proposal be withdrawn is the same as the name and signature of the person who submitted the Proposal. If the information is the same, the Procurement Manager will declare the bid withdrawn.

10. REJECTION OF PROPOSALS

The City reserves the right to reject any or all Proposals, the City in its sole discretion may reject as non-compliant any Proposal 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 Proposal, as compliant, which it considers is in the best interest of the City of Brandon.

11. AWARD AND EXECUTION OF PROPOSALS

The City reserves the right to cancel this Proposal at any time. The Award of the Proposal, if it is to be awarded, shall be made within sixty (60) calendar days of the date on which the Proposals 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 Proposal will not be binding until the successful Bidder has received written notification of the award of the Proposal from the Procurement Manager of the City of Brandon. No other act of the City shall constitute an award of the Proposal. The award of the Proposal 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 Decommissioning of Refrigeration & Air Conditioning Devices

A) Application

- A.1** The City of Brandon Eastview Landfill (the Landfill), 765 – 33rd Street East, has a stockpile of refrigeration and air conditioning (A/C) equipment that has been diverted from the landfill cell and requires proper decommissioning and disposal.
- A.2** The City requests pricing on a unit price basis from a third party capable of safely extracting and destroying the refrigerants in this equipment as well as separating the materials of construction from these devices in order to facilitate recycling of the equipment's components.
- A.3** The City requires pricing for three (3) year term from a date of award; where upon it can be renewed for an additional one (1) year on similar conditions and at the written request of the City and acceptance from the Contractor. Indicate percentage increase/decrease for subsequent years on the Bid Form.
- A.4.** This Contractor must meet all Canadian Federal, Provincial, Municipal Safety Regulations and Standards.
- A.1** 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 Proposals and provide recommendations to Procurement Services within four (4) weeks of Proposals closing.

D) Selection Process/Criteria

The Proposals will first be reviewed for completeness and inclusion of the components specified in the Proposal documents. Proposals will be excluded from further analyses which are clearly non-responsive to the stated requirements.

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

The City has established the following evaluation criteria for this procurement. These criteria will allow the City to analyze Proposals received on an equal basis and provide the Bidders with the basis on which the City will evaluate all Proposals.

Point Value	Criteria	Description
35	Cost	Total Bid Price and subsequent years' price increase/decrease
30	Methods & Capacity	Number of staff to complete the work, ability to separate raw materials, deconstruct units for further recycling, types and number of equipment to be used to complete the Work
20	Experience/References	References and past performance with the City
15	Schedule	Ability to complete Work by September 31 annually
100	Total Points	

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

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) Procedures – provide information on the number of staff proposed and types of equipment to complete the Work. Provide details regarding the extraction rate and destruction efficacy of refrigerants that the company is able to achieve as well as the percent recovery of raw materials that can be expected to be recycled from the equipment;
- 3) Experience and Expertise - Briefly describe three (3) similar projects that the team has completed that have similar attributes to this project. Provide references and contact information for each project;
- 4) Task Schedule - Provide a schedule which identifies major schedule milestones, including adherence to the City's preferred final completion date; and
- 5) Proposed agreement changes (if any).

F) Insurance and Indemnification Requirements

Workers Compensation Number must be current and in good standing.

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.

The Contractor must show proof of obtaining an insurance policy to a minimum of \$2,000,000.00 (two million dollars) for third party liability, accident, breakage, theft by employees etc.

Commercial Automobile Liability Insurance

The Contractor must maintain Public Liability and Property Damage Insurance for all owned, non-owned or hired vehicles in an amount not less than \$2,000,000 per occurrence combined single limit.

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 Manager of Solid Waste or his/her designate the Contractor shall at his/her sole cost and expense remedy any defects or deficiencies identified by Manager of Solid Waste or his/her

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, he is aware of the Orders issued under the 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 requirements 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. As Prime Contractor, the Contractor shall ensure any Subcontractors are also in compliance.

The Contractor also declares that in bidding for the Work and entering into a Contract with the City, he 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.

APPENDIX 1

SPECIFICATIONS ITEM #L-23

Decommissioning of Refrigeration & Air Conditioning Devices

SCOPE OF WORK

1. The Contractor shall:
 - a. Safely extract and destroy the refrigerants in the stockpiled refrigeration and A/C equipment in accordance with the regulatory requirements for the Province of Manitoba;
 - b. Provide the City with documentation necessary to demonstrate that the refrigerants were safely extracted and destroyed from these devices;
 - c. Sort, place on pallets, load onto a trailer, haul to destination, unload at destination and decommission the units.
 - d. Dispose of the equipment once the refrigerants have been removed. Proponents shall provide details regarding their capabilities to separate the equipment's raw materials and state the percentage that the Proponent is able to deconstruct the unit for further recycling. Preference shall be given to Proponents who are able to separate the raw materials to facilitate a higher rate of recycling.
2. Decommissioning & Disposal of Refrigeration and A/C Devices at Eastview Landfill Site
 - a. Upon award, the Contractor shall commence the decommissioning of the refrigeration units (refrigerators, freezers, air conditioners, water coolers, dehumidifiers, etc.) stockpiled at the Eastview Landfill. Decommissioning shall include the extraction and destruction of refrigerants from the equipment in accordance with regulatory requirements of the Province of Manitoba. Following removal of the refrigerants, the Contractor shall dispose of or recycle the unit.
 - b. The quantity of units to be decommissioned in 2021, 2022, 2023 and 2024 (option) shall be determined by the unit price provided by the Contractor on the Bid Form and the amount budgeted for this Work in the City's operating budget.
 - c. At the completion of the Work, final acceptance and approval of the Work shall be at the sole discretion of the City and the Contractor shall correct any remedial work that may be required at his/her own cost.
 - d. All devices decommissioned onsite at the Eastview Landfill Site will remain the property of the City.
3. Warranty Period
 - a. During the twelve (12) month warranty period, which commences upon Final Completion of the Work, the Contractor shall be responsible for correcting any deficiencies in the Work as identified by the City and the cost associated with the correction of these deficiencies shall reside with the Contractor.
4. Schedule
 - a. The City prefers to have all work associated with this bid opportunity up to the amount budgeted in the 2021 operating budget completed by September 30, 2021, with a similar timeframe in following years.
 - b. Indicate projected schedule in the Bid Submission. The City will evaluate the schedules received and the Contractor shall execute the work as per the City's request accordingly.
5. Agreement
 - a. The Contractor must sign a contract with the City. The duration of the contract will be from the date of award to December 31, 2023, with the option to renew for an additional year. A sample agreement has been provided for reference.
 - b. Requested changes/amendments to the City's sample agreement shall be included as part of the Bid Submission. Changes to the agreement will not be considered after contract award

2022 Price Increase/Decrease: _____ %
2023 Price Increase/Decrease: _____ %
Optional 2024 Price Increase/Decrease _____ %

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

We hereby acknowledge receipt of the following Addenda to the Proposal 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.