



QUOTATION

Item #L-39

Switch Gear Maintenance Service

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

Switch Gear Maintenance Service

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

1. Drawing - Genset

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) 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., Water Treatment Facility, 108 - 26th Street North, 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, **Friday, August 05, 2022** 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 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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 Switch Gear Maintenance Service

A) Application

- A.1** The City of Brandon Utility Maintenance Department requires maintenance service for six (6) outdoor 2.4K load break switches located at the Water Treatment Facility.
- A.2** The Contractor shall provide all the necessary material, equipment and labour to perform the Work.
- A.3** The Contractor must meet all Canadian Federal, Provincial, Municipal Safety Regulations and Standards.
- A.4** 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.

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 his/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. 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 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, 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.

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.

H) 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-39

Switch Gear Maintenance Service

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 Work requires a complete plant shutdown and shall be coordinated with the Water Treatment Facility operations staff.
- A.2 The Work on the six (6) switches shall consist of:
 - A.2.1 Cleaning
 - A.2.2 Lubricating
 - A.2.3 Contact resistance testing fuses.
- A.3 The Work should be completed during warmer weather due to the equipment's outside location.
- A.4 Preferred completion date is Saturday, September 10, 2022.
- A.5 The plant shall not be down for more than 4 hours and the work shall be completed between 2:00 a.m. and 8:00 a.m.

B. ADDITIONAL INFORMATION

- B.1 Contractor shall be responsible for coordinating the opening and closing of the two (2) Manitoba Hydro switches that feed the plant.

CITY OF BRANDON BID FORM

QUOTATION: Item: #L-39

SUBJECT: Switch Gear Maintenance Service

CLOSING DAY: 5:00:00 pm local Brandon time, Friday, August 05, 2022

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., Water Treatment Facility, 108 - 26th Street North, Brandon, Manitoba, Canada is:

Switch Gear Maintenance Service

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

Can you complete the Work on Saturday, September 10, 2022? (circle one) YES or NO
If no, indicate the 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.

(Bidder to Initial)

.../2

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.