



## **QUOTATION**

**Item #L-32**

## **Bus Shelter Advertising – Five (5) Year Term**

Note: Bid Submissions will only be accepted via the City's online platform. Refer to Instructions to Bidders #5, Submission of Quotations, for further information.

## **Bus Shelter Advertising – Five (5) Year Term**

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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. Schedule A

## **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., 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, **Tuesday, September 13, 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](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.

## **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 Bus Shelter Advertising – Five (5) Year Term**

#### **A) Application**

- A.1** The Contractor shall provide all the necessary labour and equipment to complete the work.
- A.2** The Contractor must sign an agreement with the City of Brandon. The duration of the agreement will be five (5) years, January 01, 2023 to December 31, 2027. The term may be renewed for an additional five (5) years at the request of the City and acceptance by the Contractor.
- A.3** 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)** Revenue to the City.

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 highest 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.

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**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 Director of Transportation Services or their 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 named 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 shall provide a copy of such policy to the City and shall provide to the City, prior to the start of this agreement, satisfactory evidence that a contract to effect the said insurance has been concluded between the Contractor and a reputable insurance company. In each subsequent year of this contract, the Contractor shall provide proof of renewal of the insurance policy.

The Contractor shall indemnify and save harmless the City from all claims, demands, suits, actions, causes of action of every kind that may be brought or made against the City, its servants or agents, including solicitor costs, by reason of or arising out of, the presence of any shelter installed or erected under this agreement.

**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 the 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, 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 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-32

#### Bus Shelter Advertising – Five (5) Year Term

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. REQUIREMENTS

- A.1 The City hereby grants to the Contractor the right, License and privilege of operating a Bus Shelter advertising agency at the City of Brandon in Manitoba, but only at such locations as approved in writing by the Director of Transportation Services or their designate of the City (hereinafter referred to as the "Director"), and subject to any municipal by-laws in force within the City.
- A.2 The style and design of any shelter that is City owned or installed or erected under this agreement, and the method of displaying any advertising under this agreement shall be approved by the Director or his/her designate. The shelters shall be constructed in a manner and of materials satisfactory to the Director or his/her designate.
- A.3 Currently, the City is owner of fifty two (52) Bus Shelters, all locations are equipped with interior and exterior advertising frames (see Schedule A for complete shelter listing). 11 locations are equipped with an illuminated advertising display. One (1) shelter is currently exempt from advertising, location stated in Schedule A attachment. The City reserves the right to add additional shelter locations as required.
- A.4 The City is responsible for the cleaning and maintenance of the shelter, the Contractor is responsible for the maintenance of the ads in the racks/frames.
- A.5 The Contractor shall have the sole right to affix and install advertising material on the said shelters; however, the City reserves the right to approve or reject any such material. The Contractor shall, upon receipt of a written notice and at its own cost and expense, immediately remove any advertising message or display which is considered to be undesirable or offensive by the City. If the Contractor fails to remove such advertising message or display, the City may cause same to be removed and charge all costs incurred by the City in such removal to the Contractor.
- A.6 The Contractor to have a minimum of five (5) years experience in outdoor advertising. Provide contact details for two (2) references for whom the same or similar service is provided for.
- A.7 The Contractor shall pay to the City for the privileges herein contained during the term of this agreement as follows:

#### Bus Shelter Advertising – in Frames

- a. \$\_\_\_\_\_ per shelter per month from January 01, 2023 to December 31, 2023;
- b. \$\_\_\_\_\_ per shelter per month from January 01, 2024 to December 31, 2024;
- c. \$\_\_\_\_\_ per shelter per month from January 01, 2025 to December 31, 2025;
- d. \$\_\_\_\_\_ per shelter per month from January 01, 2026 to December 31, 2026;
- e. \$\_\_\_\_\_ per shelter per month from January 01, 2027 to December 31, 2027.



Bus Shelter Advertising - Vinyl Wrap

- a. \$\_\_\_\_\_ per shelter per month from January 01, 2023 to December 31, 2023;
  - b. \$\_\_\_\_\_ per shelter per month from January 01, 2024 to December 31, 2024;
  - c. \$\_\_\_\_\_ per shelter per month from January 01, 2025 to December 31, 2025;
  - d. \$\_\_\_\_\_ per shelter per month from January 01, 2026 to December 31, 2026;
  - e. \$\_\_\_\_\_ per shelter per month from January 01, 2027 to December 31, 2027.
- A.8 The Contractor shall be responsible for the remittance of any applicable Goods and Services Tax.
- A.9 The Contractor guarantees the installation of advertising in \_\_\_\_\_ shelters per month (indicate on the Bid Form). Payment shall be based on the guaranteed installation or on the actual number of installations for that month, whichever is greater, and shall be made within thirty (30) days of the end of each month.
- A.10 The Contractor hereby agrees to notify the Director of Transportation Services or their designate of any changes to the location of shelters (a listing of shelters at the date of signing this agreement is attached hereto) by advising of any additions or deletions on a monthly basis.
- A.11 If for any reason the City deems it desirable that any particular shelter installed pursuant to this agreement should be removed entirely or relocated elsewhere, the City may require the Contractor to remove or relocate such shelter and the Contractor shall pay all costs in connection with such removal or relocation.

**CITY OF BRANDON  
BID FORM**

QUOTATION: Item: #L-32

SUBJECT: Bus Shelter Advertising – Five (5) Year Term

CLOSING DAY: 5:00:00 pm local Brandon time, Tuesday, September 13, 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., Job Site, Brandon, Manitoba, Canada is:

Bus Shelter Advertising – In Frames				
	Description	Base Price	G.S.T. (5%)	Total Bid Price
A)	Per shelter per month January 01, 2023 to December 31, 2023			
B)	Per shelter per month January 01, 2024 to December 31, 2024			
C)	Per shelter per month January 01, 2025 to December 31, 2025			
D)	Per shelter per month January 01, 2026 to December 31, 2026			
E)	Per shelter per month January 01, 2027 to December 31, 2027			

Bus Shelter Advertising – Vinyl Wrap				
	Description	Base Price	G.S.T. (5%)	Total Bid Price
A)	Per shelter per month January 01, 2023 to December 31, 2023			
B)	Per shelter per month January 01, 2024 to December 31, 2024			
C)	Per shelter per month January 01, 2025 to December 31, 2025			
D)	Per shelter per month January 01, 2026 to December 31, 2026			
E)	Per shelter per month January 01, 2027 to December 31, 2027			

(Bidder to Initial)

Number of shelters guaranteed per month: \_\_\_\_\_

Workers Compensation Number (must be current and in good standing): \_\_\_\_\_.

Two (2) References:

Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____	Phone: _____
Email: _____	Email: _____

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.