



QUOTATION

Item #L-41

Ammonia Ice Plant Repairs

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.

A Site Inspection will be held on Friday, May 12, 2023 . Refer to Instructions to Bidders #3 – Site Inspection for further details.

Ammonia Ice Plant Repairs

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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. Confidentiality Acknowledgement

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 two (2) business days prior to the date for closing of Bids.

3. SITE INSPECTION

A Site Inspection will be held on Friday, May 12, 2023 from 10:00 a.m. to 11:00 am at Brandon Community Sportsplex, 30 Knowlton Drive. Sign-in at the front desk (lower level). Attendance at the Site Inspection is not mandatory; however, all interested parties are encouraged to attend as this will be the only opportunity to view the site. **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., Brandon Community Sportsplex, 30 Knowlton Drive, 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, **Tuesday, May 16, 2023** 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 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 and Appendix 1 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 and Appendix 1. 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

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 Ammonia Ice Plant Repairs

A) Application

- A.1** The City requires a Contractor to conduct several repairs to the Ammonia Ice Plant at the Brandon Community Sportsplex.
- A.2** The Contractor shall provide all the material, equipment labour, and incidentals necessary for the execution, testing, and completion of the Work.
- A.3** Any item(s) not specifically requested in the Scope of Work but known to the Bidder as being necessary to for the safe, efficient use of the Ice Plant shall be clearly noted in the submission otherwise it will be assumed the item(s) are supplied at the price listed on the Bid Form.
- 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** It is the responsibility of the Contractor to abide by all City of Brandon Planning, Property & Buildings Department requirements, by-laws and codes. All required permitting and associated costs related to meeting City of Brandon Planning, Property & Buildings Department's requirements are the responsibility of the Contractor. The Contractor shall not commence Work until all required permits have been applied for and approved.
- A.6** The Contractor must comply with all Canadian Federal, Provincial, Municipal Safety Regulations and Standards.
- A.7** 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 ten (10) days of Quotations closing.

D) Selection Process/Criteria

- a)** Cost; and
- b)** Completion date.

Council approval of this expenditure will be required as it is not identified in the 2023 Financial Plan.

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 Manager of Recreation or their 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) 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 the Building Maintenance Chargehand or their designate the Contractor shall at his/her sole cost and expense remedy any defects or deficiencies identified by the Building Maintenance Chargehand or their 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, 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, 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.

I) 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-41**

Ammonia Ice Plant Repairs

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. GENERAL

- A.1 The Ice Plant at The Canada Games Sportsplex was closed on March 2, due to safety concerns related to mechanical failures in the ammonia ice plant.
- A.2 An assessment of the ice plant has been completed, resulting in several repairs and replacements required to extend the safe operational life of the ice plant by up to two (2) years.
- A.3 The following information can be released to Contractors for the purpose of preparing their bid submission upon the return of the Confidentiality Acknowledgement form:
 - A.3.1 2023 Plant Assessment Report (completed by Prairie HVAC/R & Electrical Services)
 - A.3.2 2021 Arena Lifecycle Report (completed by CIMCO Refrigeration)

B. SCOPE OF WORK

B.1 All parts to be supplied by the Contractor.

B.2 Shell and Tube Chiller:

Make	BAC
Model	VC1-185
Serial Number	5454133

- B.2.1 The Contractor shall:
 - B.2.1.1 Replace oil drain valve including deadman valve.
 - B.2.1.2 Install oil pot.

B.3 Compressor 1

Make	Mycom
Model	NB6, 575/3/60 – 60hp

- B.3.1 The Contractor shall:
 - B.3.1.1 Replace motor with 80hp motor.
 - B.3.1.2 Install new oil separator.

B.4 Compressor 2

Make	Mycom
Model	N6WB

- B.4.1 The Contractor shall:
 - B.4.1.1 Replace compressor and 80hp motor.
 - B.4.1.2 Install new oil separator.

B.5 Condenser

Make	BAC
Model	VC1-185
Serial Number	96800093

- B.5.1 The Contractor shall:
Replace with new or used, in good condition condenser.

B.6 Brine Pump

Make	Bell and Gosset
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- B.6.1 The Contractor shall:
B.6.1.1 Bring inhibitor and pH within acceptable operating tolerances.

B.7 Additional work to be completed:

- B.7.1 Pressure relief valves to be replaced to meet five (5) year replacement code.
- B.7.2 Repair of intake dampers to ensure they are functioning.
- B.7.3 Work incidental for proper performance of the Ice Plant.

C. SCHEDULE

- C.1 The City's preferred completion date is by June 30, 2023. Indicate the completion date on the Bid Form.

D. ADDITIONAL INFORMATION

- D.1 Provide rates on the Bid Form for service technician to perform additional work or work outside the scope of work identified. Indicate mark-up percentage rate for additional parts (if required), and costs for ammonia and brine solution..
- D.2 The Contractor shall maintain a clean work space and shall ensure that the Work has minimal interference with the daily operation of the Brandon Community Sportsplex. The Work shall not pose any safety hazards to the employees and the public at the site.
- D.3 Any garbage, debris, surplus material and equipment shall be removed from the jobsite upon completion of the work. Additional fees are the responsibility of the Contractor. The job site shall be left in a clean, presentable condition upon completion.

Description	Unit of Measure	Quantity	Unit Price \$0.00
B.2 Shell and Tube Chiller Repairs	job	1	_____
B.3 Compressor #1 Repairs	job	1	_____
B.4 Compressor #2 Repairs	job	1	_____
B.5 Condenser Repairs	job	1	_____
B.6 Brine Pump Repairs	job	1	_____
B.7 Additional Work	job	1	_____
Labour	job	1	_____

PROJECT SUBTOTAL:

\$ _____
 (carry forward to price
 summary on Page 1 of Bid
 Form)

Provide the following rates for additional services (if required):

Rate per hour: \$ _____

Mark-up on parts: _____ %

Ammonia: _____/pound

Brine Solution: _____/unit

Can your company complete the work by June 30, 2023? Yes or No (circle)

If no, state the completion date: _____

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.