



GOVERNMENT OF MANITOBA

**REQUEST FOR QUOTATIONS FOR
SPILL RESPONSE EQUIPMENT AND SERVICES**

RFQ #: 20-02

Issued By: Agriculture and Resource
Development/Petroleum Branch

Issue Date: 17/06/2020

Submission Deadline:

10/07/2020

12:00.00 Noon (Central Standard
Time)

Submission Address:

Agriculture and Resource Development
Petroleum Branch
Box 220, 23 Railway Ave.
Waskada, MB R0M 2E0
Attention: Landon Fraser

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Part 1 Introduction

1.0 Background

The Petroleum Branch, Manitoba Agriculture and Resource Development is soliciting bids from qualified contractors who wish to be considered to provide equipment and services for emergency spill reponse. Equipment and services to complete emergency spill response are to be obtained through a Request for Quotations process, where contractors are invited to submit competitive rates/prices to the Petroleum Branch.

2.0 Purpose and Scope

The Government of Manitoba, as represented by the Minister of Agriculture and Resource Development, requests quotations from qualified contractors meeting the requirements contained in this Request for Quotations (RFQ) to provide equipment and services for emergency spill response.

See the Specifications for a full description of the Work.

3.0 Specifications

Detailed Specifications of this RFQ are set out in Part 6.

4.0 Definitions

Where used in this RFQ and in the other documents that form part of the Contract:

"Bid" means the Bidder's written submission in response to this RFQ and shall include the Form of Offer completed in accordance with this RFQ and all bid documents that must be completed or provided in order to constitute a responsive Bid;

"Bidder" means an individual, partnership, corporation or other person who submits a Bid to Manitoba in response to this RFQ;

"Contract" or **"Value Contract"** means the combined documents consisting of the fully signed "Acceptance" of the Form of Offer sent to the Bidder pursuant to Part 7 of this RFQ, together with the RFQ (including the General Terms and Conditions in Part 5, the Specifications in Part 6 and any other appendices), the Bid selected by Manitoba, and Purchase Orders or Release Purchase Orders issued by Manitoba in accordance Part 5, Section 4.0 of the Contract;

"Form of Offer" means the document attached to this RFQ as Part 7;

"Indigenous Business" means a business that is at least 51% owned and controlled by Indigenous persons and, if it has six or more full-time employees, at least one-third of its employees must be Indigenous persons;

“Indigenous Business Directory” means a business directory of Indigenous Businesses that meet Manitoba’s definition of an Indigenous Business;

“Indigenous Business Standard” means terms and conditions that indicate that Indigenous business participation is desirable but not mandatory, no points are assigned;

“Indigenous Person” means a person of First Nation ancestry, (including treaty, status or registered Indian, non-status or non-registered Indian), a Métis person, or a person of Inuit ancestry who is a Canadian citizen and resident of Canada;

"Manitoba" means the Government of Manitoba;

“must”, “shall”, “requires” or “required” means something is mandatory. If a Bid does not contain or comply with a mandatory element, the Bid will be rejected and not evaluated further;

“Purchase Order” or “Release Purchase Order” means the document that will be issued by Manitoba to the Vendor to request the Work that is the subject of this RFQ;

"RFQ" means this Request for Quotation and all addenda that may be issued in respect of the RFQ prior to the Submission Deadline;

"Work" means all activities, goods, services, materials or equipment and things required to be done, delivered or performed by the Vendor under the Contract as more particularly described in this RFQ;

“should” or “desired” means something is desirable but not mandatory. If a Bid does not contain or not comply with a desirable element, the Bid will not be rejected and will be evaluated, but the Bid may be given a lower rating (where applicable) because of the omission;

"Specifications" are that portion of the contract documents, wherever located and whenever issued, consisting of the written requirements and standards for the Work and the procedures for determining whether the requirements and standards have been met, and includes the documents identified in Part 6 of this RFQ;

"Submission Deadline" means the date and time set out on the title page of this RFQ or any amendment to that date and time made by Manitoba by way of addendum prior to that date and time.

"Vendor" means the Bidder, if any, selected by Manitoba supply goods or services or both to Manitoba;

MANITOBA'S PROCUREMENT POLICIES

5.0 Sustainability

Manitoba recognizes that the purchasing decisions made by its employees can have an impact on the sustainability of the province's communities and environment. Accordingly, this means that purchases are to be based on:

- careful consideration of the impact of the goods, materials or services on the environment, economy, and human health and well-being;
- consideration of market factors, such as specifications, quality, delivery date, and price of the good, material or service; and
- preference being given to the purchase of environmentally preferable goods and materials whenever they perform satisfactorily and are available at a reasonable price.

For additional information please refer to [The Sustainable Development Act, C.C.S.M. c. S270](http://web2.gov.mb.ca/laws/statutes/ccsm/s270e.php) (<http://web2.gov.mb.ca/laws/statutes/ccsm/s270e.php>) and [Manitoba's Sustainable Development Procurement Guidelines](http://www.gov.mb.ca/finance/psb/sustainable_development_procurement_guidelines.pdf): (http://www.gov.mb.ca/finance/psb/sustainable_development_procurement_guidelines.pdf).

6.0 Indigenous Procurement Initiative

6.1 Indigenous Procurement Initiative (IPI)

Manitoba is committed to community economic development as a key component of its economic strategy. It intends to develop a provincial economy that is more inclusive, equitable and sustainable. Procurement practices are one means that can be used to contribute to the growth of Indigenous businesses. The objective of the IPI is to increase the participation of Indigenous Business in providing goods and services to Manitoba.

6.2 Indigenous Business Directory

Part of the IPI is the establishment of an Indigenous Business Directory which can be a valuable networking tool. This directory is a list of Canadian Indigenous Businesses (including non-profit organizations and economic development corporations) that have self declared as an Indigenous Business.

For more information about the Indigenous Business Directory and the Indigenous Procurement Initiative go to:

http://www.gov.mb.ca/finance/psb/api/ab_proc.html

6.3 This RFQ - Indigenous Business Standard

Indigenous Business participation is desired but no Bids will be disqualified if there is no Indigenous Business participation. No points are assigned for Indigenous Business participation.

Part 2 Bidder's Instructions

1.0 Submission Address and Deadline

Bids **must** be received at the Submission Address as set out on the title page of this RFQ by no later than the Submission Deadline. **Bids received after the Submission Deadline will not be accepted and will be returned to the Bidder only at the request and expense of the Bidder.**

Manitoba may extend the Submission Deadline by issuing an addendum at any time prior to the Submission Deadline or prior to the date and time previously specified in any addendum extending the Submission Deadline.

It is solely the Bidder's responsibility to ensure that their Bid and all attachments are received at the Submission Address prior to the Submission Deadline.

2.0 Submission Methods

2.1 Submission by Mail or Delivery

Bids should be submitted in a sealed envelope and sent by mail or delivered personally, or by courier to the Submission Address. The envelope should be clearly marked with the RFQ number, the Submission Deadline and the Bidder's name and return address.

2.2 Electronic Submission (By email or fax)

Bids submitted by email should include the RFQ number and the Bidder's name in the subject line and should be sent in PDF format. Emails approaching 40 Megabytes in size may be rejected by Manitoba's email system. Upon submitting a Bid by email, Bidders will receive a reply email confirming that Manitoba has received the Bid. Bidders not receiving a reply email should contact Procurement Services Branch at 204-945-6361.

While Manitoba may allow for electronic bid submissions, the Bidder acknowledges that electronic bid submissions are inherently unreliable. The Bidder bears all risk associated with submitting its Bid by electronic submission, including but not limited to delays in transmission between the Bidder's computer or fax machine and Manitoba's email system or fax machine.

3.0 Inquiries

All inquiries related to this RFQ **must** be directed, in writing, before the Submission Deadline to:

Agiculture and Resource Development
Petroleum Branch
Box 220, 23 Railway Ave.,
Waskada, MB, R0M 2E0

Inquires should be received no later than forty-eight (48) hours before Submission Deadline. If an inquiry is received later than that inquiry deadline date, Manitoba may respond but is not obligated to provide a response.

If a Bidder has sent an inquiry and has not received any acknowledgement, the Bidder should follow up with Manitoba. In any event, Manitoba is not responsible if a Bidder's inquiry does not reach Manitoba by the requisite date shown above.

Only information provided in writing by the Manitoba contact above will be binding on Manitoba. Information provided verbally will not be binding on Manitoba.

If Manitoba, in its sole discretion, determines that an inquiry will be of interest to all Bidders, it will be communicated in writing to all Bidders. The source of the inquiry will be kept confidential.

4.0 Bid Content

It is not a requirement to return the entire RFQ document.

The Bid **must** consist of the following documents:

4.1 Form of Offer (complete Part 7)

Bidders **must** complete and submit the provided Form of Offer (Part 7) of this RFQ. The Form of Offer **must** be signed by a representative of the Bidder with the authority to bind the Bidder.

If the Bidder intends to engage any subcontractors for specific items of the Work the Bidder should indicate 'Yes' in Part 7, Section 6.0 of the Form of Offer. The Bidder acknowledges that Manitoba may request a list of proposed subcontractors in accordance with Part 4, Section 2.2 d).

Use of a subcontractor is acceptable. This includes a joint submission/consortium by two or more Bidders having no formal corporate links. However, in this case, one of the Bidders must be identified as the prime contractor (i.e. the Bidder) who will assume full contractual liability and take overall responsibility for successful performance of the Contract including responsibility for any subcontractors identified in the Bid.

5.0 Amendment or Withdrawal of Bid

Bidders may amend Bids submitted in response to this RFQ prior to the Submission Deadline by submitting an amendment clearly identifying the change or by submitting a new Bid that clearly indicates that it is to replace the Bid previously submitted by the Bidder.

Bidders may withdraw a Bid by submitting a request to withdraw in writing to Manitoba by no later than the Submission Deadline.

All amendments to, or requests to withdraw, a submitted Bid must be in writing submitted to Manitoba at the Submission Address. All such amendments or requests must be signed by the Bidder or an authorized representative of the Bidder who has the authority to bind the Bidder.

Any amendment or request to withdraw received after the Submission Deadline will not be accepted

It is solely the Bidder's responsibility to ensure that any amendment or request to withdraw is received at the Submission Address prior to the Submission Deadline.

Part 3 Conditions of RFQ and Bid

By submitting a Bid, the Bidder agrees to the following terms and conditions:

1.0 Bid Ownership and Confidentiality

Bids, once submitted, become the property of Manitoba. All Bids will be kept in confidence by Manitoba subject to such disclosure as may be required for internal approvals and process or under the provisions of *The Freedom of Information and Protection of Privacy Act* or *The Personal Health Information Act* or other law, or to satisfy a court order.

2.0 Bid must be Unconditional

No Bid will be considered that is in any way conditional or that proposes to impose conditions on Manitoba that are inconsistent with the requirements of this RFQ and the terms and conditions stipulated herein.

3.0 Cancellation of RFQ

Manitoba may cancel this RFQ at any time, with no liability whatsoever to any Bidder.

4.0 No Obligation to Accept a Bid/Award Contract

The submission of a Bid, the receipt of a Bid by Manitoba, the opening of a Bid, the evaluation of a Bid, and the determination of the top ranked Bidder or any one of these is not acceptance in any way whatsoever of the Bid. A Bid is not, in any way, a unilateral contract. A Bid is an offer by the Bidder to Manitoba to perform the Work as set out in this RFQ. Manitoba, in its entire discretion, may accept or reject all or part of a Bid. Manitoba is under no obligation to accept any Bid or to select the Bid offering the lowest price for the Work.

Without limiting the generality of the foregoing, Manitoba will have no obligation to accept a Bid where:

- the prices exceed the available funds for the Work
- the prices are materially in excess of the prices received for similar work in the past
- the prices are materially in excess of Manitoba's cost to perform the Work or a significant portion thereof, with its own forces
- only one Bid is received
- if, in the judgment of Manitoba, the interests of Manitoba would be best served by not accepting any Bid.

5.0 Right to Reissue RFQ

Manitoba reserves the right to reissue the RFQ where, in Manitoba's sole opinion, none of the Bids submitted in response to the RFQ warrant acceptance or where it would not be in the best interests of Manitoba to accept any of the Bids.

6.0 Cost of Bid

Bidders are responsible for all costs incurred by them in preparing, and submitting Bids.

7.0 Governing Law

This procurement will be interpreted, performed and enforced in accordance with the laws of the Province of Manitoba and of Canada as applicable.

Part 4 Bid Evaluation and Award

1.0 Evaluation Process

1.1 Step 1: Determining Bid Compliance (pass/fail)

Bids must meet all of the mandatory requirements of the RFQ to be considered compliant and proceed to the next step of the evaluation process. It is the Bidder's responsibility to ensure that it meets all of the mandatory requirements of this procurement. (Use of the words "must", "shall", "requires" or "required" means something is mandatory.) If the Bidder fails to satisfy the mandatory requirements, its Bid will be rejected and receive no further consideration.

MANDATORY REQUIREMENTS INCLUDE:	PASS/ FAIL
Bids Received Prior to Submission Deadline	
Completed and Signed Form of Offer (Part 7)	

1.2 Step 2: Comparing Price

Manitoba will compare the prices of all compliant Bids to determine the Bid ranking. All compliant Bids will be ranked in order of lowest evaluated price to highest evaluated price. The top ranked Bidder will be the Bidder who submitted the compliant Bid with the lowest evaluated price.

2.0 Conduct of Evaluation

As part of its evaluation, Manitoba may, in its sole discretion, request:

- a) specific information with respect to the Bidder's legal status, including proof that the Bidder is incorporated or otherwise properly registered to carry on business in Manitoba;
- b) clarification or verification from the Bidder regarding any or all information provided by them with respect to the RFQ;

- c) a list of personnel that the Bidder intends to dedicate to the provision of the Work;
- d) a list of subcontractors whom the Bidder proposes to engage for the Work;
- e) any other information or documents as may be required by Manitoba or the RFQ.

Bidders will have the number of business days specified in the request by Manitoba to comply with any request related to the above items. Failure to comply with the request may result in the disqualification of the Bidder and the rejection of its Bid.

3.0 Acceptance of Bid

If Manitoba decides to accept a Bid or part of a Bid, it will accept the Bid that, in Manitoba's sole opinion, is the best overall Bid when evaluated in accordance with the criteria identified.

If Manitoba decides to accept a Bid or part of a Bid, it will signify its conditional acceptance by preparing and forwarding to the top ranked Bidder an acceptance letter.

Manitoba's acceptance of a Bid is conditional upon the top ranked Bidder submitting the following documents within seven (7) calendar days after receiving the conditional acceptance letter:

- a) **Certificate of Insurance:** a certificate of insurance satisfactory to Manitoba, as written evidence of the required insurance covering the Work to be provided under the Contract, with minimum coverage as identified in the General Terms and Conditions; and
- b) **Worker's Compensation:** Where the Bidder's industry is included in the scope of *The Worker's Compensation Act* (Manitoba) C.C.S.M. c. W200 and the Bidder **must** maintain coverage under that Act, a clearance letter from the Worker's Compensation Board of Manitoba that the Bidder's workers compensation coverage is in good standing with the Board. The clearance letter **must** be dated no earlier than the date the Bidder receives the conditional acceptance letter. A clearance letter can be generated through the following website: <http://www.wcb.mb.ca/clearances>.

or

Where the Bidder's industry is included in the scope of *The Worker's Compensation Act* (Manitoba) C.C.S.M. c. W200 but the Bidder is exempt, the Bidder **must** provide a statement indicating that it is exempt and the reason(s) for the exemption.

Subject to the foregoing conditions having been met, Manitoba will sign the "Acceptance" in the Form of Offer and return one fully signed copy to the Bidder for its records.

Once the "Acceptance" in the Form of Offer has been signed by Manitoba, it shall constitute the Contract between Manitoba and the Vendor and no further documentation will be required to bind the parties.

The Vendor must not start to perform the Work until the above noted conditions have been fulfilled and Manitoba has signed the "Acceptance" in the Form of Offer and a Purchase Order has been issued.

Part 5 General Terms and Conditions

In addition to any specific requirements that must be met in performing or delivering the Work as provided elsewhere in this RFQ, the following terms and conditions shall apply to the parties to the Contract and the Work.

1.0 Definitions and Interpretation

- 1.1 Capitalized terms used in these General Terms and Conditions have the meanings set out in Part 1, Section 4.0 of the RFQ.
- 1.2 The various portions of the Contract are intended to be read together and complement each other and what is called for by any one shall be deemed to be called for by all.
- 1.3 The Contract shall constitute the entire agreement between Manitoba and the Vendor. There are no representations, warranties, covenants or agreements other than those contained in the Contract.
- 1.4 In the event of conflicts between portions of the Contract, the following order of precedence shall apply:
 - (a) the fully signed "Acceptance" of the Form of Offer;
 - (b) Appendix "A" – Protection of Personal Information (if applicable);
 - (c) these General Terms and Conditions;
 - (d) the Specifications;
 - (e) the Purchase Order;
 - (f) the Bid.

2.0 Contract Period

- 2.1 Quotations will be kept on file for the period July 10, 2020 to March 31, 2021. The commencement date and end date shall be confirmed in writing by Manitoba in the "Acceptance" in the Form of Offer.
- 2.2 Manitoba has the option to extend the term of the Contract in its sole discretion. In the event Manitoba wishes to extend the Contract, Manitoba shall provide written notice to that effect to the Vendor no later than seven (7) days prior to the expiration of the term.
- 2.3 Notwithstanding subsections 2.1 and 2.2,
 - (a) a Purchase Order may be terminated prior to the end of the term of the Agreement in accordance with subsection 21.1; or
 - (b) if a Purchase Order has been issued prior to the expiry of the term of the Contract, and that Purchase Order includes a delivery or completion date which extends beyond the term of the Contract, all applicable terms and conditions of the Contract

shall continue to apply to the Purchase Order until the Work is fully performed and accepted, or is terminated in accordance with subsection 21.1, whichever occurs first.

3.0 Work To Be Provided

- 3.1 The Vendor agrees to provide the Work on the terms and conditions set out in the Contract.
- 3.2 The Contract shall not be construed as guaranteeing that any Purchase Orders will be issued by Manitoba or that any Work will be ordered by Manitoba. Work under the Contract will be requested on an “as and when requested” basis, at the discretion of Manitoba.
- 3.3 Manitoba and the Vendor agree that any work performed by the Vendor outside the scope of the Contract without the prior written approval of Manitoba shall be deemed to be gratuitous on the Vendor’s part, and Manitoba has no liability with respect to such work.

4.0 Purchase Orders

- 4.1 From time to time during the term of the Contract, Manitoba may issue one or more Purchase Orders or for Work that may be required by Manitoba. Each Purchase Order will contain the following, as applicable:
 - (a) a description of the Work to be performed under the Purchase Order, the applicable delivery date(s) or completion date(s), and applicable quantities;
 - (b) the amounts payable to the Vendor for the Work;
 - (c) any additional provisions applicable to the Work to be provided under the Purchase Order.
- 4.2 Each Purchase Order shall incorporate by reference the provisions of the Contract.

5.0 Shipping and Delivery

- 5.1 The Vendor must comply with best commercial practices to ensure that the goods arrive safely at the destination, and that all goods must be shipped freight pre-paid, F.O.B. destination, unless otherwise stated.
- 5.2 Time is of the essence, and the Work must be delivered or fully performed by the date or dates specified in the Contract. No change in the scheduled delivery or performance dates will be permitted without Manitoba’s written consent. No acceptance of the Work after the scheduled delivery or performance date constitutes a waiver by Manitoba of any term or condition that requires the Vendor to deliver or perform at a future date.

6.0 Inspection and Acceptance

- 6.1 All the Work shall be subject to inspection and acceptance by Manitoba. Inspection and acceptance of the Work by Manitoba does not relieve the Vendor of its responsibility for defects or other failures of the Work to meet the requirements of the Contract.
- 6.2 If Manitoba determines that the Work or any part thereof is defective or deficient, Manitoba shall have the right to do any one or more of the following in addition to anything permitted elsewhere in the Contract or by law:
- (a) if Manitoba determines that the Work is defective, deficient or otherwise does not comply with the requirements of the Contract, Manitoba may direct the Vendor to repair, reconstruct, replace or otherwise remedy the defect or deficiency;
 - (b) if Manitoba determines that it is not expedient to correct defective or deficient Work, Manitoba may deduct from the Vendor's fees the difference between the value of the Work as done and that called for by the Contract, the amount of which shall be determined by Manitoba.
- 6.3 The Vendor shall, without delay and at no additional cost to Manitoba, carry out the directives of Manitoba pursuant to subsection 6.2. In addition, the Vendor shall be responsible for the cost of any additional inspections necessitated thereby.
- 6.4 The Work remains at the risk of the Vendor until it has been satisfactorily inspected and accepted by Manitoba.

7.0 Subcontractors

- 7.1 The Vendor agrees that the list of names of subcontractors included its Bid (or provided to Manitoba upon request) is the list of subcontractors proposed to be used to carry out those parts of the Work noted thereon, and the Vendor shall not employ any to whom Manitoba may reasonably object. The Vendor shall not make any change to the list of subcontractors without the written consent of Manitoba.

8.0 Representations And Warranties Of The Vendor

- 8.1 The Vendor represents and warrants that:
- (a) the Vendor possesses the necessary personnel, skills, expertise and experience to perform the Work in accordance with the provisions of the Contract;
 - (b) the Vendor understands Manitoba's requirements under the Contract and will be able to satisfy these requirements;
 - (c) if the Vendor is a corporation:
 - (i) it is a valid and existing corporation, duly registered under the laws of Canada to carry on business in Manitoba;

- (ii) it has the corporate power and authority to enter into and deliver, and perform the obligations of the Vendor under the Contract;
- (iii) all necessary corporate actions or other proceedings have been taken to authorize the Vendor to enter into and deliver, and perform the obligations of the Vendor under the Contract; and
- (d) if the Vendor is a partnership or a band, as that term is defined in the *Indian Act* all necessary actions or proceedings have been taken to authorize the Vendor to enter into and deliver, and perform the obligations of the Vendor under the Contract.

8.2 The Vendor acknowledges that Manitoba has entered into the Contract relying on the above representations and warranties. The Vendor agrees to advise Manitoba of any event, condition or circumstance occurring during the term of the Contract that would make a representation or warranty made in subsection 8.1 untrue or misleading if the Vendor were required to make it at the time of the occurrence.

9.0 Performance of Vendor's Obligations

9.1 The Vendor agrees:

- (a) that the Work shall be performed by the Vendor's personnel and the list of subcontractors identified in their Bid (or provided to Manitoba upon request), unless Manitoba agrees otherwise in writing;
- (b) that the personnel and subcontractors mentioned in clause 9.1(a) shall devote the time, attention, abilities and expertise necessary to properly perform the Vendor's obligations under the Contract;
- (c) to perform all obligations and provide the Work in a professional manner satisfactory to Manitoba;
- (d) to provide the supervision, training, equipment and all other things necessary for the performance of the Work to the satisfaction of Manitoba;
- (e) to comply with all reasonable directions and requests of Manitoba; and
- (f) to comply with, and to perform the Work in accordance with all applicable laws and regulatory requirements, whether federal, provincial or municipal.

9.2 Whenever the Work is to be performed on Manitoba's premises or on premises under Manitoba's control, the Vendor must comply with Manitoba's work and safety rules, and must require its employees, officers, agents and subcontractors to so comply. Manitoba has the right to exclude personnel from Manitoba's premises who do not comply with such rules, and at Manitoba's option, terminate the Contract or the Purchase Order if the Vendor or its employees, officers, agents or subcontractors fail to comply with this provision.

10.0 Prices, Invoicing and Payment

- 10.1 Manitoba will pay the prices stated in the Purchase Order for the Work, plus applicable taxes. The prices are deemed to be in Canadian dollars unless otherwise specified in the Purchase Order or agreed to in writing by Manitoba.
- 10.2 Provided that the Work has been performed to Manitoba's satisfaction in accordance with the Contract, Manitoba will endeavor to pay the Vendor any fees due within 60 days after the receipt and approval of an invoice, unless otherwise mutually agreed upon.
- 10.3 All invoices shall be issued in writing and satisfactory to Manitoba in both form and content. The Vendor shall also provide to Manitoba such supporting documents, vouchers, statements and receipts as requested by Manitoba.
- 10.4 Those amounts invoiced and approved that have not been paid by Manitoba within sixty (60) days after approval shall bear interest in accordance with the provisions of the Government of Manitoba's Financial Administration Manual issued under the authority of *The Financial Administration Act* from the 61st day after the date of approval until payment is made.
- 10.5 Notwithstanding any other provision of the Contract, the payment of any fees by Manitoba is conditional upon:
 - (a) there being an appropriation of funds available from the Legislature of the Province of Manitoba for payments by Manitoba in the fiscal year in which they are required to be paid by Manitoba; and
 - (b) the Vendor complying with its obligations under the Contract.

11.0 Goods and Services Tax

- 11.1 Manitoba certifies that the fees payable to the Vendor for the Work being provided pursuant to the Contract are being purchased with Crown funds for the benefit of the Government of Manitoba and are therefore are not subject to the payment of the federal goods and services tax ("GST"). Manitoba's GST number is R107863847. The Vendor warrants that the GST shall not be included in any invoice provided or claim for payment made under the Contract.

12.0 Reporting, Recordkeeping And Audit

- 12.1 The Vendor agrees to provide written progress reports, satisfactory in form and content to Manitoba, with respect to the provision of the Work, as may be requested by Manitoba from time to time.
- 12.2 The Vendor shall establish and maintain during the term of the Contract and for a further period of at least 3 years after the termination or expiration of the Contract, such accounting and other records as are necessary for the proper management of the Work.
- 12.3 Manitoba may request additional information about the ownership and control of the Vendor or its subcontractors at any time during the term of the Contract. The Vendor agrees to promptly provide the requested information and to ensure that its

subcontractors are required as a term of their agreement with the Vendor to provide the information.

- 12.4 Manitoba or the Auditor General of Manitoba, or any other person on behalf of Manitoba or the Auditor General of Manitoba, and their respective directors, officers, employees and representatives may perform and the Vendor must permit audits of the Work provided at such times as Manitoba may request. The Vendor agrees to permit such persons to have access to the Vendor's records respecting the Work for audit purposes and to cooperate fully in any audit.

13.0 Publication of Contract Award Information

13.1 The Vendor agrees that Manitoba may publish certain information related to the Contract. The Vendor agrees to the disclosure of the following information included in the Contract:

- (a) a description of the goods or services procured;
- (b) the Vendor's the name and address; and
- (c) the value of the Contract, which may include the disclosure of the Vendor's unit prices or rates.

13.2 The Vendor further agrees that it will have no claim against Manitoba or its officers, employees or agents, in relation to such disclosure or publication.

14.0 Confidential Information

14.1 While the Contract is in effect, and at all times thereafter, the Vendor and any officers, employees or agents of the Vendor

- (a) shall treat as confidential all information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, acquired or to which access has been given in the course of, or incidental to, the performance of the Work or terms of the Contract;
- (b) shall not, without first obtaining written permission from Manitoba,
 - (i) use, or permit use of, the information, documents and materials described in clause 14.1(a) except for the proper performance of the Vendor's obligations under the Contract, or
 - (ii) disclose, or permit disclosure of, the information, documents and materials described in clause 14.1(a) to any person, corporation or organization; and
- (c) shall comply with any rules or directions made or given by Manitoba with respect to safeguarding or ensuring the confidentiality of the information, documents and materials described in clause 14.1(a).

14.2 It is acknowledged that the prohibition against disclosure, as mentioned in clause 14.1(c) shall not apply where disclosure is required by law or court order or for law enforcement purposes.

15.0 Manitoba Not Liable

15.1 Manitoba shall not be liable for any injury to the Vendor, or to any officers, employees or agents of the Vendor, or for any damage to or loss of property of the Vendor, or of the officers, employees or agents of the Vendor, caused by or in any way related to the performance of the Work or the terms of the Contract.

15.2 Subsection 15.1 does not apply if the injury, damage or loss was caused by the wrongful or negligent act of an officer or employee of Manitoba while acting within the scope of his or her employment.

16.0 Indemnity

16.1 The Vendor shall use due care in the performance of the obligations under the Contract to ensure that no person is injured, no property is damaged or lost and no rights are infringed.

16.2 The Vendor shall be solely responsible for

- (a) any injury to persons (including death), damage or loss to property or infringement of rights caused by, or related to, the performance of the Work or any term of the Contract, or the breach of any term or condition of the Contract by the Vendor, or the officers, employees, subcontractors or agents of the Vendor; and
- (b) any omission or wrongful or negligent act of the Vendor, or of the officers, employees, subcontractors or agents of the Vendor;

and shall save harmless and indemnify Manitoba, its officers, employees and agents from and against all claims, liabilities and demands with respect to clauses (a) and (b).

17.0 Insurance

17.1 The Vendor agrees to obtain and maintain, at its cost, throughout the term of the Contract, commercial general liability insurance covering claims for personal and bodily injury, death or damage to property arising out of the Vendor or its officers, employees, subcontractors or agents performing the Work under the Contract, or as a result of any negligent acts or omissions of the Vendor or its officers, employees, subcontractors or agents. Such insurance shall provide coverage of not less than two million dollars (\$2 000 000) per occurrence.

17.2 Without limiting or restricting the generality of subsection 17.2 above, such insurance shall:

- (a) name Manitoba, its officers, employees and agents as additional insureds with respect to the Work provided under the Contract;

- (b) be underwritten by insurers acceptable to Manitoba; and
 - (c) require the insurer to give Manitoba at least thirty (30) days prior written notice if it intends to cancel or significantly reduce the coverage under the policy.
- 17.3 The Vendor agrees that it will not cancel, materially alter, cause or allow the insurance coverage required under the Contract to lapse without giving 30 days prior written notice to Manitoba.
- 17.4 The Vendor acknowledges that it has the sole responsibility to determine the appropriate amount and terms of insurance coverage required under subsection 17.1 and whether any other insurance is necessary or advisable but the amounts and terms must be consistent with the requirements of subsections 17.1 and 17.2
- 17.5 The Vendor shall ensure that any subcontractors engaged by the Vendor to perform the Work under the Contract are insured under the Vendor's policies, or alternatively, the Vendor shall ensure that any subcontractor engaged by the Vendor to perform the Work under the Contract obtain and maintain comparable coverage.
- 17.6 If Manitoba requests the Vendor to do so at any time during the term of the Contract, the Vendor must submit to Manitoba a certificate of insurance for itself and for all its subcontractors evidencing the required insurance.
- 17.7 The Vendor must not do or omit to do anything or permit anything to be done or not to be done which will in any way impair or invalidate its insurance coverage.

18.0 Workers Compensation

- 18.1 Where the Vendor's industry is included in the scope of *The Workers Compensation Act* (Manitoba) C.C.S.M. c. W200 and the Vendor is required under the Act to maintain coverage:
- (a) the Vendor shall be registered with the Workers Compensation Board of Manitoba; and
 - (b) shall provide and maintain in good standing workers compensation coverage throughout the term of the Contract.
- 18.2 At the written request of Manitoba, at any time during the term of the Contract, the Vendor must provide Manitoba with evidence, in a form satisfactory to Manitoba, of coverage and standing.
- 18.3 The Vendor must ensure that, where a subcontractor is required under *The Workers Compensation Act* to maintain worker's compensation coverage, the subcontractor is registered with the Workers Compensation Board of Manitoba and provides and maintains in good standing workers compensation coverage throughout the term of the Contract.

19.0 Restriction on Other Work and Advertising

- 19.1 While the Contract is in effect, the Vendor and any officers, employees or agents of the Vendor shall not perform services or deliver goods to any other person, firm, corporation or organization in any manner which might interfere or conflict with the Vendor's performance of its obligations or undertakings under the Contract.
- 19.2 The Vendor must not refer to, or permit any reference to, the Contract or the Work in any advertising or promotional material except with the prior written authorization of Manitoba.

20.0 Suspension Or Extension

- 20.1 Manitoba may, at its sole option, from time to time, delay or suspend Work being provided under the Contract, in whole or in part, in writing for such period of time as may, in the opinion of Manitoba, be necessary.
- 20.2 Manitoba may, at its sole option, extend the time in which the Work is being performed in writing if necessary by reason of circumstances beyond the control of the Vendor or through no fault of the Vendor.
- 20.3 Where there is a delay or suspension under subsection 20.1 or an extension of time under subsection 20.2, all terms and conditions of the Contract shall continue in full force and effect against the Vendor. The Vendor shall not be entitled to make any claim for damages by reason of the delay, suspension or extension.

21.0 Termination

- 21.1 Manitoba may, in its sole discretion, immediately terminate the Contract or a Purchase Order in writing if:
- (a) the Vendor fails to properly fulfill, perform, satisfy and carry out each and every one of its obligations under the Contract or the Purchase Order; or
 - (b) the Vendor fails or refuses to comply with a verbal or written request or direction from Manitoba within five days of receiving the request or direction; or
 - (c) the Vendor becomes bankrupt or insolvent or liquidates; or
 - (d) a receiver, trustee or custodian is appointed for the assets of the Vendor, or any partner thereof; or
 - (e) the Vendor or any partner thereof makes a compromise, arrangement, or assignment with or for the benefit of the creditors of the Vendor or of that partner, as the case may be; or
 - (f) the Vendor fails to secure or renew any license or permit for the Vendor's business required by law; or any such license or permit is revoked or suspended; or
 - (g) the Vendor or any partner, officer or director of the Vendor is found guilty of an indictable offence; or

- (h) the Vendor fails to comply with any law or regulation relating to the employment of its employees; or
- (i) the Vendor at any time engages in any activities or trade practices which, in the opinion of Manitoba, are prejudicial to the interests of Manitoba, or a department or agency thereof; or
- (j) there is a breach of any provision of the Contract or a Purchase Order.

21.2 Manitoba may, in its sole discretion, terminate the Contract or a Purchase Order at any time by giving at least thirty (30) days written notice to the Vendor prior to the intended termination date. Termination of a Purchase Order will not constitute termination of the Contract or any remaining Purchase Orders.

21.3 Upon the expiry or earlier termination of a Purchase Order, the Vendor shall cease to perform any further Work under that Purchase Order, and shall deliver to Manitoba any finished work which has not been delivered or accepted prior to expiry or termination, together with any materials and work in progress relating to the Purchase Order. Manitoba shall be under no obligation to the Vendor other than to pay, upon receipt of an invoice and supporting documentation satisfactory to Manitoba, such compensation as the Vendor may be entitled to receive under that Purchase Order and Contract for Work completed to the satisfaction of Manitoba up to the effective date of termination.

21.4 Upon the expiry or earlier termination of the Contract, the Vendor shall cease to perform any further Work. Manitoba shall be under no obligation to the Vendor other than to pay, upon receipt of an invoice and supporting documentation satisfactory to Manitoba, such compensation as the Vendor may be entitled to receive under the Contract and the applicable Purchase Order(s) for Work completed to the satisfaction of Manitoba up to the effective date of termination.

22.0 Ownership of Information

22.1 All information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, discovered or produced by the Vendor, or any officers, employees or agents of the Vendor, in the performance of, or incidental to the performance of the Work or the terms of the Contract, and all intellectual property rights therein (including, without limitation, all copyright, patent, trade mark rights), shall be the exclusive property of Manitoba, and shall be delivered or assigned without cost to Manitoba upon request.

22.2 The Vendor shall waive the Vendor's moral rights under the Copyright Act (Canada) in the information, documents and materials described in subsection 22.1 in favour of Manitoba, and shall execute any additional documents, in a form satisfactory to Manitoba, which may be required to evidence this waiver. Upon Manitoba's request, the Vendor further agrees to obtain from each of its officers, employees, subcontractors and agents written waivers, in a form satisfactory to Manitoba, of all their moral rights in such information, documents and materials in favour of Manitoba.

- 22.3 During the term of the Contract, and at all times thereafter, the Vendor, and any officers, employees or agents of the Vendor, shall not use, publish or disclose any information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, discovered or produced by the Vendor, or the officers, employees or agents of the Vendor, in the provision or delivery of, or incidental to the provision or delivery of, the Work or the terms of the Contract without first obtaining written permission from Manitoba.
- 22.4 Any equipment, materials, and supplies provided by Manitoba to the Vendor for use in the provision or delivery of the Work or the terms of the Contract shall remain the property of Manitoba and shall be returned without cost to Manitoba when the Contract is terminated or expires or when the Work has been completely performed, whichever is the earliest.

23.0 Independent Contractor

- 23.1 The Vendor is an independent contractor, and the Contract shall not create the relationship of employer and employee, or of principal and agent, between Manitoba and the Vendor or between Manitoba and any officers, employees or agents of the Vendor.
- 23.2 The Vendor shall be responsible for any deductions or remittances, which may be required by law.
- 23.3 In the event it is determined that the Vendor is not an independent contractor and that the Contract creates the relationship of employer and employee between Manitoba and the Vendor, the Vendor agrees to be solely responsible and to save harmless and indemnify Manitoba, its officers, employees and agents from and against all claims, liabilities, orders, costs and demands resulting from such a determination, to the extent that such an indemnity is not prohibited by law. Should such a determination be made, the Vendor agrees that any amount Manitoba has paid to the Vendor under the Contract shall constitute an all-inclusive payment of the Vendor's wages, vacation pay, overtime pay, benefits or other remuneration whatsoever, regardless of the day of the week on which the Work was performed or the number of hours worked in a day or week.

24.0 Assignment

- 24.1 The Vendor shall not assign or transfer the Contract or any of the rights or obligations under the Contract without first obtaining written permission from Manitoba. Manitoba may, in its sole discretion, refuse to grant such permission.

25.0 Amendments

- 25.1 No amendment or change to, or modification of, the Contract shall be valid unless in writing and signed by both parties.

26.0 Governing Law

26.1 The Contract shall be interpreted, performed and enforced in accordance with the laws of the Province of Manitoba and of Canada as applicable therein.

27.0 Survival Of Terms

27.1 Those sections containing obligations and indemnifications that by their very nature are intended to survive the termination or expiration of the Contract, including section 14.0 (Confidential Information), section 15.0 (Manitoba not Liable) and section 16.0 (Indemnification by Vendor), shall survive the expiration or termination of the Contract.

28.0 Waiver

28.1 Any waiver by Manitoba of any failure, default or breach under the Contract by the Vendor shall not be effective unless given in writing by an authorized person and shall not constitute a subsequent waiver of a similar or any other failure, default or breach.

29.0 Severability

29.1 If any provision of the Contract is for any reason invalid, that provision shall be considered separate and severable from the Contract, and the other provisions of the Contract shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in the Contract.

30.0 Notices

30.1 All notices, documents or other communications provided for under the Contract shall be in writing and shall be sufficiently given if hand-delivered or sent by mail, postage or other charges pre-paid, or by facsimile or other electronic submission, to a party at the addresses as specified below. Any notice that is hand-delivered will be deemed to have been received on delivery, and any notice mailed will be deemed to have been received three (3) business days after being mailed. Any notice that is sent by facsimile or other electronic submission will be deemed to have been received on the first business day after the date of transmission.

(a) Any notice to Manitoba is to be given to Manitoba's address set out on the title page of this RFQ.

(b) Any notice to the Vendor is to be given to the Vendor's address set out in the Form of Offer.

30.2 Either party may, by giving notice, designate another address or addresses at which it will accept delivery of notices, documents or other communications under the Contract.

30.3 If mail service is disrupted by labour controversy, notice shall be delivered or sent by facsimile or other electronic transmission.

30.4 In no event shall any notice be sent by mail during any period of interrupted or threatened interruption of postal service.

Part 6 Specifications

This Part 6 sets out the applicable Specifications to the Work. These Specifications form part of the Contract for the Work.

The Manitoba Oil and Gas Act contains an authority for the Minister of Agriculture and Resource Development to take, in certain circumstances, any action or measure that the Minister considers necessary in relation to uncontrolled or unauthorized escape of oil, gas, salt water, or other potentially harmful fluid. This includes situations where the designated company either does not have the ability to pay for the containment, clean-up, and/or remediation of environmental impacts of a product release, or does not comply with an order. Upon designation the Minister can assume the management of the response to spill incidents. As such, the Petroleum Branch is seeking quotations from qualified contractors that have the capacity, capability, and availability to support the Branch's response to spill incidents should a designated company be unable or unwilling to respond.

In addition to the Specifications described herein, the following Specifications also apply to the Work:

Contractors (and their employees) hired by Manitoba Agriculture and Resource Development – Petroleum Branch, shall familiarize themselves with and abide by any and all requirements with regard to personal protective equipment and all standards pertinent to the supply and safe operation of equipment as required by the Manitoba Oil and Gas Act and Drilling and Production Regulations.

Part 7 Form of Offer

Request for Quotations for Spill Response Equipment and Services

RFQ #: 20-02

1. Bidder Information:

Full legal name of entity making the Bid

Usual business name of Bid (if different from above)

Address

Telephone number

Facsimile number

2. Contact Person Information:

Contact Person

Title

Address (if different from Proponent address above)

Telephone number

Facsimile number

Email

3. Offer:

I have carefully examined the RFQ documents, including any addenda, and have a clear and comprehensive understanding of the Work required. I hereby offer to perform the Work in accordance with Contract for the prices quoted, in Canadian dollars, in this Form of Offer.

4. Commencement of Work:

The Bidder agrees that no Work shall be performed until the Bidder is in receipt of a fully signed "Acceptance" of the Form of Offer from Manitoba and a Purchase Order has been issued.

5. Prices:

- a) The Bidder must provide a total price quotation, in Canadian dollars, including:
 - i) a unit price
 - ii) any applicable taxes must be identified separately; and
- b) The unit prices quoted shall be all-inclusive, and shall include all costs for wages, benefits, employer remittances, administrative and support service costs, equipment, supplies, travel costs, shipping, handling, storage, packaging, duty, freight and cartage, overhead, profit and other incidental costs involved in performing the Work.
- c) Manitoba certifies that the fees payable to the Vendor for the Work will be paid by the Government of Manitoba with Crown funds and are therefore not subject to the Goods and Services Tax (GST). GST must not be included in the prices quoted.

Pricing Chart	
DESCRIPTION OF SERVICE OR EQUIPMENT	QUOTE PRICE
Tandem tank truck	\$
Tractor trailer tank truck	\$
Hydrovac	\$
Skid steer	\$
Consultant	\$
Contaminated soil disposal (approved facility)	\$
Waste fluid disposal (approved facility)	\$
Backhoe	\$
Bull dozer	\$
Grader	\$
Gravel truck (tandem)	\$
Gravel truck (tractor trailer)	\$
Trackhoe	\$
LIST MISCELLANEOUS EQUIPMENT OR SERVICES BELOW	
	\$
	\$
	\$
	\$
	\$

Subcontractors

Do you plan to engage any subcontractors for any specific items of the Work?

Yes* or No

**** If the Bidder answers 'Yes', the Bidder is required to submit a list of subcontractors in accordance with Part 4, Section 2.2 d).***

6. Delivery Date

Are you able to meet the requested delivery date of **July 10, 2020**?

Yes or No

If the answer is "No", what is the best delivery date you can offer?

Delivery in ___ calendar days or ___ weeks from receipt of a Purchase Order.

7. No Conflict of Interest

In submitting a Bid, the Bidder declares and represents that the Bidder does not knowingly have a conflict of interest related to the performance of the Work by the Bidder or by any of its subcontractors. If the Bidder is in doubt as to whether individuals or circumstances give rise to a conflict of interest, the Bidder should consult with the person identified in Part 2, Section 3.0 of this RFQ prior to submitting a Bid. Manitoba may reject any Bid if Manitoba, in its sole discretion, determines that an actual or potential conflict of interest exists.

8. Irrevocable:

This Bid becomes irrevocable on the Submission Deadline and is open for acceptance for **90** days after the Submission Deadline.

9. RFQ Documents:

The Bidder agrees that the RFQ documents in their entirety shall be deemed to be incorporated in and form part of this offer notwithstanding that no all parts thereof are necessarily attached to or accompany this Form of Offer.

10. Contract:

If Manitoba accepts this Bid and the Bidder satisfies the conditions of acceptance, Manitoba will sign the "Acceptance" at the bottom of this Form of Offer and return a fully signed copy to the Bidder for its records. The Contract shall consist of all the documents described in the definition of "Contract" as set out in Part 1, Section 4.0 of the RFQ.

11. Certification:

I certify that all the statements and representations made in this Bid are true and accurate to the best of my knowledge.

12. Signature(s): I have the authority to bind the Bidder:

Printed name

Signature

I have the authority to bind the Bidder.

Date

Printed name

Signature

I have the authority to bind the Bidder.

ACCEPTANCE

The Bid submitted by the Bidder in response to the RFQ is hereby:

- accepted
- accepted in part

by The Government of Manitoba this _____ day of _____, 20_____.

FOR THE GOVERNMENT OF MANITOBA:

as represented by the Minister of _____,
or duly authorized delegate

Printed Name and Title

Signature