

MANITOBA SUSTAINABLE DEVELOPMENT WILDFIRE PROGRAM HEAVY EQUIPMENT OFFER – 2019/20

Company Name:		Tel.#:	
Address:		Cell #:	
		Fax #:	
City:		Prov.:	
Postal Code:		Email:	

(hereinafter referred to as the "Contractor")

offers to provide:

HER MAJESTY THE QUEEN, in the right of the Province of Manitoba, represented by the Honourable, the Minister of Sustainable Development

(hereinafter referred to as "Manitoba")

with heavy equipment services on an "as and when required contract basis" in accordance with the terms of reference, conditions and rates herein. A Fire Suppression Rental Account/Agreement form will be completed and duly signed by both the Contractor and Manitoba at the time of hire to form an agreement.

PLEASE NOTE:

1. A coverage limit of **not less than \$2,000,000.00 comprehensive liability insurance** is required as outlined in Section 5.0. A current certificate of insurance, naming **Province of Manitoba as *Additional Insured***, must be attached to this offer. Only Contractors that comply with this requirement will be considered for hire.

2. Contractors are responsible for *Worker's Compensation Insurance* coverage for all their employees as required by the Worker's Compensation Act and shall be registered and in good standing with the Worker's Compensation Board. **A Workers Compensation number or Letter of Clearance as verification of coverage must be attached to this offer**, as outlined in section 20.0.

3. The Heavy Equipment Standing Offer documents are only available at the **Manitoba Sustainable Development – Wildfire Program website:**
www.gov.mb.ca/sd/fire/heavyequipment/offers

1.0 Definition of Heavy Equipment Types

1.1 The definition of heavy equipment types that may be required to provide services to Manitoba, may include: crawler dozers, skidders, equipment transports, forwarders, feller bunchers, skid steer loaders, wheeled tractors, school and coach buses, kitchen, wash or sleeper trailers, water and fuel trucks, light vehicles, tracked vehicles (muskeg tractors), backhoes and excavators, loaders, motor graders, gravel trucks, refrigerated and storage vans, boats, motors, generators, and all terrain vehicles along with any other motorized or miscellaneous equipment that may be required for Wildfire operations.

2.0 Definition of Contractor

2.1 Contractor is defined as any **individual, partnership, corporation** or **combination** of any or all, jointly entering into this Agreement.

3.0 Inspection and Hiring

3.1 The most appropriate equipment identified on a current **Sustainable Development - Wildfire Program Heavy Equipment Offer** will be hired first, circumstances permitting. Equipment shall be made available for Manitoba's inspection prior to hire and at any time on the job site. Only **serviceable, safe, and suitable equipment** will be hired.

4.0 Documentation

4.1 The Contractor shall complete the **Fire Suppression Heavy Equipment Rate Schedule (Page 15)** and duly **sign** this Offer prior to hire. A current certificate of insurance and a letter from the Workers Compensation Board must also be submitted.

5.0 Vehicle License and Insurance Requirements

5.1 All vehicles must be properly licensed and insured as required by Transport Canada, Registrar of Motor Vehicles, the Manitoba Public Insurance Corporation or any other governmental authorities having jurisdiction.

- 5.2 All vehicles must be duly certified and maintained in accordance with all applicable Acts, Regulations, Orders or Instructions issued by Transport Canada, Manitoba Infrastructure and Transportation as well as any other governmental authorities having jurisdiction.
- 5.3 All equipment hired by Manitoba must be **insured** by the Contractor against loss or damage. **Manitoba shall not** be responsible for loss or damage occurring to the Equipment, **regardless of how, when or where** the damage occurs, and by signing this Offer, the Contractor relieves Manitoba and its employees from any and all responsibility for such loss or damage.
- 5.4 The Contractor, in the event of any loss or damage, **shall take reasonable steps** to prevent further loss, including removal of the Equipment.
- 5.5 The Contractor shall effect, maintain and pay for **Commercial General Liability insurance** protecting Manitoba and the Contractor from and against any and all claims which may arise out of the Contractor's operation and handling of the Equipment during the rental period. The amount of such insurance shall be not less than **\$2,000,000** as to any single occurrence or claim. By setting the foregoing minimum coverage, Manitoba does not represent that such amount is adequate to cover all possible claims or losses of this kind and expressly disclaims such a representation. The Contractor acknowledges that it is solely responsible for the determining the adequacy of its insurance coverage.
- 5.6 The insurance policies shall cover claims for bodily injury, death or damage to property, including loss thereof. The liability insurance shall be underwritten by insurers acceptable to Manitoba.
- 5.7 The Contractor shall provide Manitoba with a current **Certificate of Insurance naming the Province of Manitoba as Additional Insured** with respect to the heavy equipment rental services provided under the terms of this Offer prior to commencement of hire.
- 5.8 Manitoba may indemnify Contractors who had hired equipment damaged and/or destroyed by wildfires less any compensation/settlement monies received from insurance companies. Each claim will be investigated by Manitoba and a decision made as to any liability. Manitoba will not assume any liability for equipment damaged and/or destroyed due to negligence by the Contractor in the maintenance/operation of privately owned equipment.

6.0 **Operation and Scope**

- 6.1 Manitoba **will not be responsible** for board and lodgings for equipment operators involved in Wildfire activities if their work location is less than eighty kilometres (fifty miles) from the Contractor's home base. Only under unusual circumstances will exceptions be made. The Contractor will supply fuel, oil, grease, filters, running repairs and replacement, etc. at their own expense.
- 6.2 When **fuel is supplied** by Manitoba, the rental **rate will be reduced by twenty percent (20%) for actual operating hours**. Machines must arrive at the work site with full tanks.
- 6.3 **Clear fuel** must be used for **refuelling** during wildfire operations.

7.0 **Contractor/Employee Requirements**

- 7.1 All persons employed by the Contractor are to be experienced in the safe operation of heavy equipment. All persons employed by the Contractor are the Contractor's employees. The Contractor will be responsible for wages and Workers Compensation.
- 7.2 When required, the Contractor will supply an **experienced second operator** for shift work on heavy equipment.

8.0 **Employee Performance**

- 8.1 The Contractor is responsible for the able performance, proper behaviour and proper attitude of all its employees throughout the duration of hire.
- 8.2 Manitoba may request any of the Contractor's employees to immediately vacate any premises or property operated by Manitoba due to performance, behaviour or attitude problems as deemed necessary by the Officer in Charge of said premises or property.
- 8.3 Manitoba will request compensation for any damages to any premises or property operated by Manitoba that may be damaged due to Contractor employee performance or behaviour.
- 8.4 Manitoba reserves the right to request a qualified replacement operator involved with providing the required equipment services at any time during the hire period.

9.0 Duty Day

- 9.1 A **Duty Day** will consist of **not less than eight (8) hours** per twenty-four (24) hour period of continuous hire on wildfire related work. This may be any combination of actual operating and standby (ie. Operating – 4 hours & Standby – 4 hours).
- 9.2 Equipment may be hired on a casual basis for specific jobs or projects and paid for **actual hours worked** (ie. Moving trailers for spring inspection or to fire/base location, hauling gravel to specific location, buses/taxi to move personnel from base to fire location, etc.)

10.0 Standby Rates

- 10.1 **Standby time** is warranted when a machine is retained on a fire awaiting further work. **Standby time** on equipment will be paid to a **maximum of eight (8) hours at fifty percent (50%)** of the full hourly rate, regardless of the number of operators. Operators must be with equipment on standby and the equipment must be in operational condition. Transport equipment will be paid standby time if asked to remain at the fire.

11.0 On Call Time

- 11.1 **On-call time** is warranted when an owner is required to have equipment loaded for transport and ready to move for immediate dispatch. **On-call rate** will be a **maximum of six (6) hours at fifty per cent (50%)** of full operating rate per twenty-four (24) hour period.

12.0 Movement of Heavy Equipment

- 12.1 **Moving to** the job site from the point of hire will be paid to a **maximum of twelve (12) hours at fifty per cent (50%)** of full operating rate per twenty-four (24) hour period. **Moving from** the job site to the point of hire will be paid to a **maximum of twelve (12) hours at fifty per cent (50%)** of full operating rate per twenty-four (24) hour period. **Transport equipment** will be paid **actual** time of full rate when transporting equipment.

13.0 **Rate for Northern or Inaccessible Areas**

13.1 Heavy equipment working **north of the 53rd Parallel** or Inaccessible Areas will be paid the bid rate as listed on the attached Heavy Equipment Rate Schedule.

14.0 **Equipment Supervision**

14.1 Unless otherwise stated, **Heavy Equipment is to be operated under the supervision** of a Manitoba Representative/Heavy Equipment Group Supervisor.

15.0 **Wildfire Program Daily Rental Reports**

15.1 A **Wildfire Program Daily Rental Report** must be completed by the designated on-site Equipment Supervisor, signed by owner/operator and authorized by Manitoba. This must be completed and handed to the Manitoba Representative at the end of each shift. **Payment will not be made** without authorized Wildfire Program Daily Rental Reports. Only **approved operating, standby, on call, moving hours and duty day hours** will be paid.

15.2 **Wildfire Program Daily Rental Reports are required** for any heavy equipment **payable by the hour (Tach Clocks)** which may include, but is not limited to: crawler dozers, skidders, equipment transports, forwarders, feller bunchers, skid steel loaders, wheeled tractors, tracked vehicles (muskeg tractors), backhoes, excavators, loaders and motor graders. **Wildfire Program Daily Rental Reports** must be signed off by authorized representative of Manitoba and attached to the Fire Suppression Rental Agreement/Account Form for payment.

15.3 **Wildfire Program Daily Rental Reports are not required** for any equipment **payable by the day, week, month or kilometre** which may include, but is not limited to: school buses and coach, kitchen, wash or sleeper trailers, water and fuel trucks, light vehicles, gravel trucks, refrigerated and storage vans, boats, motors, generators and all terrain vehicles.

16.0 Manitoba Policy, Acts and Regulations

16.1 The **Contractor shall adhere to all Manitoba Policy, Acts and Regulations**, including, but not limited to: Camp and Safety Regulations, Provincial Occupational Health and Safety Regulations, Transportation of Hazardous Goods Act and Highways Traffic Act. Equipment to be rented must be in good mechanical condition, clean, and with all standard attachments. The equipment will be maintained in good working and clean condition during wildfire activities. All crawler tractors and skidders must be equipped with blade (hydraulic), safety canopy (ROPS). All equipment must be equipped with lights and fire extinguishers.

17.0 Indemnification and Risk

17.1 The Contractor shall use due care in the performance of its obligations while on hire to ensure that no person or livestock is injured, no property is damaged or lost and no rights are infringed.

17.2 The Contractor shall be solely responsible for:

- a) any injury to persons (including death), damage or loss of livestock or property or infringement of rights caused by, or related to, the performance of the contract or the breach of any term or condition of this offer by the Contractor or its employees or agents of either of them;
- b) any omission or wrongful or negligent act of the Contractor or its employees and agents of the Contractor; and
- c) 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).

17.3 Manitoba shall not be responsible for damage or loss to the property that the Contractor uses to perform the obligations under the terms and conditions of this offer, including damage or loss to the equipment. It is the Contractor's responsibility to insure this property against damage and loss

18.0 Confidentiality of Information

18.1 During the term of this Offer, and at all times thereafter, the Contractor and any officers, employees or agents of the Contractor shall:

- a) Treat as confidential all information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, videos, photographs and other materials, acquired or to which access has been given in the course of, or incidental to, the performance of this offer;
- b) Shall not, without first obtaining written permission from Manitoba:
 - i) use, or permit use of, information, documents and material described in Section 18 except for the:
 - ii) proper performance of the Contractors obligations under the terms of this Offer; or
 - iii) disclose, or permit disclosure of, the information, documents and materials described in 17 a) to any person, corporation or organization; and
 - iv) shall comply with any rules or directions made or given by Manitoba with respect to safe-guarding or ensuring the confidentiality of the information, documents and materials as described in 17 a).

19.0 Ownership of Information. Etc.

19.1 All information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, videos, photographs and other materials, discovered or produced by the Contractor, or any officers, employees or agents of the Contractor, in performance of, or incidental to the performance of this Offer, shall be the exclusive property of Manitoba, and shall be delivered without cost to Manitoba upon request.

19.2 During the term of the Offer and at all times thereafter, the Contractor, and any officers, employees or agents of the Contractor, shall not use, publish, or disclose any information, documents and materials, including (without limitation) all data, research, reports, drawing, designs, plans, videos, photographs and materials without first obtaining written permission from Manitoba.

19.3 Any equipment, materials, and supplies provided by Manitoba to the Contractor for use in the performance of the heavy equipment hire shall remain the property of Manitoba and shall be returned without cost to Manitoba upon request.

20.0 Worker's Compensation Act

20.1 The Contractor shall comply with all the requirements of the *Worker's Compensation Act* of Manitoba. Should the Contractor fail to pay the Worker's Compensation Board premiums on the wages of all their employees, whether assessed or otherwise, by the Worker's Compensation Board, together with all compensation awarded by the said Board in respect to any accident occurring after the commencement of the services and before the payment of premium to the Worker's Compensation Board, Manitoba may deduct from monies due or accruing due the Contractor under this Offer, a sum sufficient to pay all of such amount and may pay the same to the Worker's Compensation Board of Manitoba.

20.2 A Workers Compensation number or Letter of Clearance confirming the Contractor is registered and in good standing with the Worker's Compensation Board must be attached to this Offer and is required prior to commencement of hire.

21.0 Workplace Safety & Risk Management

21.1 By entering into the Agreement, the Contractor acknowledges responsibility to fulfil the requirements of Manitoba under subsection 20.2, if applicable, of the *Workplace Safety and Health Act* and to ensure that the heavy equipment services are carried out in accordance with the Act and all applicable regulations.

21.2 Without limiting the generality of subsection 20.1 above, the Contractor represents and warrants that:

- a) it shall ensure, as far as reasonably practicable, that it will meet the requirements for the protection of workers as set out in the Act and the regulations made thereunder;
- b) It has a workplace safety and health system or program applicable to the work being performed and shall carry out the heavy equipment services in accordance with the program;

- c) its employees, agents or subcontractors are properly trained and qualified to perform the heavy equipment services;
- d) any mobile equipment operators shall possess a valid driver's licence, as required by the Highway Traffic Act and may be subject to evaluation by Manitoba;
- e) it has disclosed all "required information" as required under the Act to all employees and workers that will be providing the heavy equipment services on behalf of the Contractor under this agreement to ensure they are trained and informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness;
- f) it shall immediately notify and provide Manitoba with copies of any notices, orders, or charges issued to the Contractor under the Act; and
- g) it shall comply with all reasonable requests and directions made by Manitoba, including, without limitation, any requests or directions made by Manitoba.

21.3 Manitoba and the Contractor acknowledge and agree that the Contractor is a "Prime Contractor" as that term is defined in *The Workplace Health and Safety Act* (Manitoba) for all purposes of that Act and without limiting the generality of the foregoing, it is further acknowledged and agreed that as the Prime Contractor, the Contractor is solely and completely responsible and liable for and in respect of all obligations, requirements and duties imposed on the Prime Contractor in the Act.

22.0 Heavy Equipment Attachments

22.1 Only the **attachments requested and utilized during the hire period will be paid for** and not all that is attached to the equipment (except towing winches). Time clocks will be used when machines are doing rehabilitation work.

23.0 Equipment Deficiencies

23.1 **Obvious deficiencies of equipment are to be noted** and the owner/operator be advised.

23.2 Deficiencies in equipment or repairs that result in less than normal performance, that the owner/operator is unwilling to repair immediately will be released and moved at owner's expense.

23.3 No charges or payment will be made for unserviceable equipment.

24.0 Operator's Performance/Termination

24.1 Where in the opinion of the Manitoba Representative, an **operator fails** to meet any of the expressed or implied obligations in the Terms of this Offer, the **equipment and operator may be dismissed immediately** and not re-engaged until such time as the inadequacies that resulted in the dismissal have been remedied to the satisfaction of the Manitoba Representative, or Manitoba may, in its sole discretion, terminate this offer.

25.0 Survival of Terms

25.1 Sections 16, 17, 18, 19, and 20 shall survive the termination or expiration of this Agreement.

26.0 Entire Agreement

26.1 This document and the attached Table 1: Fire Suppression Heavy Equipment Rates and Charges and the 2019/20 Fire Suppression Heavy Equipment Rate Schedule contain the entire Agreement between the parties. There are no undertakings, representations or promises, express or implied, other than those contained in this Agreement.

27.0 Severability

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

28.0 Invoice Documents

28.1 The **original copy** of the authorized **Wildfire Program Daily Rental Report(s)** must be attached to the original **Fire Suppression Equipment Rental Agreement/ Account Form** to constitute a complete invoice for **payment**. Invoices **may be returned** if documentation is incomplete resulting in delay of payment.

29.0 **Applicable Law and GST/HST**

29.1 Rental of Heavy Equipment being purchased under this Offer by the Government of Manitoba and is **therefore not subject to the Federal Goods and Service Tax (GST)** and Harmonized Sales Tax (HST) – Province of Manitoba Registration Number R107863847. The Service Provider represents and warrants that neither GST nor HST has not been included or quoted in any fees nor rates and shall not be included in any price provided, or claim for payment requested under this Offer. All applicable taxes with the exception of GST/HST must be included in the rental rate.

30.0 **Indigenous Procurement Initiative**

30.1 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. In that regard, Manitoba developed the Indigenous Procurement Initiative (IPI). The objective of the IPI is to increase the participation of business in providing goods and services to Manitoba.

30.2 **Desirable Indigenous Business Participation** applicable to this offers means terms and conditions indicate that Indigenous business participation is desirable but not mandatory.

30.3 Manitoba has established a directory of Indigenous businesses called the “**Indigenous Business Directory**”. This directory is a list of Indigenous businesses (including non-profit organizations and economic development corporations) that have self declared as an Indigenous Business meeting the definition under the IPI. It is neither comprehensive nor exhaustive but may be a useful resource to identifying Indigenous businesses for potential partnering or sub-contracting purposes. Indigenous businesses not listed in the Directory may also be used.

30.4 For further information on the Indigenous Business Directory, registration forms and access to a copy of the Indigenous Business Directory please see the following website: http://www.gov.mb.ca/mit/psb/api/api_bd.html

31.0 **Sustainable Development Procurement**

- 31.1 Manitoba has an integral role in promoting and implementing sustainable development in society and is therefore committed to promoting and incorporating the Principles and Guidelines of Sustainable Development into all projects. *The Sustainable Development Act* requires Manitoba to adopt procurement policies that are consistent with the principles of sustainable development.
- 31.2 Procurement of all goods, materials and services shall be consistent with Manitoba's principles and guidelines of Sustainable Development and other government procurement policies, legislative requirements and trade agreements. Procurement shall be based on:
- a) Careful consideration of the goods, products or services impact on the environment, economy and human health and well being;
 - b) Preference will be given to the purchase of environmentally preferable goods and materials whenever they perform satisfactorily and are available at a reasonable price;
 - c) Consideration of market factors such as price, quality, delivery dates and specifications, for example, recycled, remanufactured and/or non-toxic products;
 - d) Consideration of full cost accounting to ensure that no costs associated with the purchase or action, including externalized costs, are left unaccounted for.
- 31.3 Considering the above, Manitoba has initiated, through this Offer, the solicitation of suggestions for Sustainable Development compliant products and services that will assist the department in revising technical specifications for future tenders or Offers to ensure the procurement of sustainable development goods and services.

TABLE 1

FIRE SUPPRESSION HEAVY EQUIPMENT RATES AND CHARGES

As of April 1, 2019 the following rates and charges shall be used in determining heavy equipment rental charges for services provided to Manitoba Wildfire Program and will remain in full force and effect until March 31, 2020. Only by mutual consent and agreement of both the Contractor and Manitoba can these rates and charges be changed prior to expiration of the above period.

Please complete Fire Suppression Heavy Equipment Rate Schedule - Page 15 & 16
Ensure your current certificate of insurance and worker's compensation number or letter of clearance are attached to this package.

This Offer and these rates and charges are made by the Contractor:

I have read the terms of the Offer and hereby agree to provide the attached noted equipment for service to Manitoba Wildfire Program at the rates specified and that the attached information is correct and the equipment will be available as and when requested. Bid Prices shall remain in effect until March 31, 2020.

Company Name: _____

Company Contact: _____
(Please Print)

As represented and authorized by: _____

Title: _____

Witness: _____

2019/20 FIRE SUPPRESSION HEAVY EQUIPMENT RATE SCHEDULE

Company Name: _____

Contact: _____
(Name – Please Print) (Phone Number) (Cell Number)

Mailing Address: _____

Current Certificate of Insurance Attached: YES

(Postal Code)

Workers Compensation Letter Attached: YES

Email Address: _____

Workers Compensation Registration #: _____

(Phone Number) (Cell Number) (Fax Number)

Social Insurance Number: _____ / _____ / _____

Failure to submit a completed Fire Suppression Heavy Equipment Rate Schedule will constitute an incomplete Offer

Equipment Type	Make	Model	Year	H.P.	Serial Number <small>(Required only for Crawler Dozers & Skidders)</small>	Licence # or Lowbed Licensed Weight	DOZER	SKIDDER	ATTACHMENTS		Bid Rate \$/hour \$/day \$/km \$/mo	Bid Rate North of 53° \$/hour \$/day \$/km \$/mo
							Pad Width	Tire Size	Winch <small>(Yes/No)</small>	Water Tank Capacity <small>(Ltr/Gal)</small>		
1.												
2.												
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5.												
6.												
7.												

Additional Information: _____

I have read the Terms of the Heavy Equipment Offer and hereby agree to provide the attached noted equipment for service to Manitoba Wildfire Program at the rates specified and that the attached information is correct and the equipment will be available as and when requested. Bid Prices shall remain in effect until March 31, 2020.

As Represented and Authorized by: _____
(Signature of Owner or Company Representative)

Date: _____, 2019

Title of Owner/Company Representative: _____

Witness: _____ Revised 2018

2019/20 FIRE SUPPRESSION HEAVY EQUIPMENT RATE SCHEDULE - Continued

Company Name: _____

Equipment Type	Make	Model	Year	H.P.	Serial Number <small>(Required only for Crawler Dozers & Skidders)</small>	Licence # or Lowbed Licensed Weight	DOZER	SKIDDER	ATTACHMENTS		Bid Rate \$/hour \$/day \$/km \$/mo	Bid Rate North of 53° \$/hour \$/day \$/km \$/mo
							Pad Width	Tire Size	Winch (Yes/No)	Water Tank Capacity <small>(Ltr/Gal)</small>		
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Additional Information:
