



RFP – water Sunset Point

Issue Date: June 26, 2024		Reference No.:	UT2Water – 01 -2024
Submit quotations to the MUNICIPAL OFFICE before 5:00 pm CST on: August 15, 2024			
Email responses accepted:	Yes		
ISSUING OFFICE: Rossburn Municipality		FOR MORE INFORMATION CONTACT: 204-859-2779	
Name: Tracy Reid			
Public Works Administrator		Email: publicworks@rossburn.ca	
Mailing Address Box 100, 43 Main St N		Tel: 204-859-2779 ext. 104	
City, Postal Code: Rossburn, MB R0J 1V0			
municipaloffice@rossburn.ca			
<p>IMPORTANT NOTICE: This RFQ process is not intended to create a formal, legally binding bidding process and shall not give rise to the legal rights or duties applied to a formal Contract A binding bidding process or any other legal obligations arising out of any tendering process contract or collateral contract, and instead shall be governed by the common law applicable to direct commercial negotiations. No legal obligation regarding the procurement of any good or service shall be created until Rossburn Municipality and the selected respondent have entered into a written contract for the Deliverables.</p>			
<p>The Contractor <u>DOES NOT</u> have any obligation to submit a quote. Providing a quotation <u>WILL NOT</u> commit Rossburn Municipality or the Contractor to anything. The Contractor may withdraw or amend its quotation at any time. For greater clarity, providing a quotation <u>WILL NOT</u> commit Rossburn Municipality to obtaining all or any of the Deliverables from the Contractor or to otherwise deal exclusively with the Contractor in respect of all or any of the Deliverables. If Rossburn Municipality chooses to contract with the Contractor based on its quotation, it will return a signed copy of this document to the Contractor.</p>			



RFP – water Sunset Point

DELIVERABLES: Water Treatment for Lakeside Community Well– Sunset Point on Rossman Lake with high levels of Manganese		
Delivery Sunset Point, Lake, Municipality	Destination: Rossman Rossburn	Same address as “ISSUING OFFICE” above:
<p>The contractor will complete the following:</p> <p>Provide a detailed summary with costs of planned amendments or equipment that will be made or installed at the Sunset Point Water Treatment plant to address the problem of high levels of manganese in the water and to reduce the harmful effect that the mineral manganese has on household equipment using water from the Sunset Point Water Treatment plant such as plugging water lines over time, staining and causing repairs for dishwashers, water softeners and/ or laundry equipment.</p>		
<p>Special Provisions / Conditions: (Describe or attach as a Schedule any Special Provisions or Conditions that the Contractor should consider when completing a quote)</p> <p>Work would need to be completed in a manner that minimizes the length of time that the water would need to be turned off or would not be available to residents connected to the water system.</p>		
<p>EVALUATION: Rossburn Municipality will evaluate Submissions using best value appropriate for the Deliverables. This means the GOS may select a response that is not the lowest overall cost. The GOS will evaluate responses to this RFQ the basis of the following rated criteria:</p>		



RFP – water Sunset Point

CONTRACTORS OFFER:			
The CONTRACTOR offers to undertake the Deliverables to the full and entire satisfaction of Rossburn Municipality, in accordance with the documents provided in RFQ and the General Conditions attached hereto.			
(CONTRACTOR to provide additional information on how services will be performed)			
The CONTRACTOR will complete the DELIVERABLES, for the sum of (Quote all prices in Canadian Dollars. Federal (GST) and Provincial (PST)).			

_____ DOLLARS			
(If required the CONTRACTOR can provide or attach additional details supporting the quotation.)			
CONTRACTOR DETAILS:			
Full Legal Business Name:			
Address:		City	
Province:		Postal Code:	
Contact Name:		Contact Title:	
Tel #		Email:	
Signature		Date:	
Rossburn Municipality AUTHORIZATION:			
Signature:		Name:	
Title:		Date:	



RFP – water Sunset Point

GENERAL CONDITIONS

1. Definitions

References to Rossburn Municipality, the Owner, are used for administrative purposes.

2. Important Notice

This RFQ process is not intended to create a formal, legally binding bidding process and shall not give rise to the legal rights or duties applied to a formal Contract. A binding bidding process or any other legal obligations arising out of any tendering process contract or collateral contract, and instead shall be governed by the common law applicable to direct commercial negotiations.

The Contractor DOES NOT have any obligation to submit a quote. Providing a quotation WILL NOT commit Rossburn Municipality or the Contractor to anything. The Contractor may withdraw or amend its quotation at any time before a contract is in place. For greater clarity, providing a quotation WILL NOT commit Rossburn Municipality to obtaining all or any of the Deliverables from the Contractor or to otherwise deal exclusively with the Contractor in respect of all or any of the Deliverables.

No legal obligation regarding the procurement of any good or service shall be created until Rossburn Municipality and the selected respondent have entered into a written contract for the Deliverables.

3. Language

All Submissions are to be in English only.

4. Cost of Preparation

The Contractor will bear all costs the preparation and presentation of its Submission, including, if applicable, costs incurred for interviews or demonstrations.

5. Responses not Returned

Rossburn Municipality will not return any Submission or documentation provided by a Contractor.

6. No Guarantee

Rossburn Municipality makes no guarantee of the value or volume of work to be assigned to the Contractor. Any Contract will not be an exclusive Contract for the provision of the described Deliverables. Rossburn Municipality may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

7. Received on Time and to Correct Location

Submissions should be received at the location set out above on or before the Submission Deadline. Onus and responsibility rests solely with the Contractor to deliver its Submission to the exact location indicated in this RFQ on or before the Submission Deadline.

8. Email Responses

The RFQ document will indicate if email submissions will be accepted for the RFQ. If accepted, suppliers may provide one (1) email copy, including attachments, not larger than 25MB to the email address noted. Larger files may not be successfully transmitted. Executable file formats such as .exe will not be accepted. The preferred file formats are .pdf, .doc, .docx, .xls and .xlsx.

9. Evaluation:

Rossburn Municipality will evaluate Submissions using best value criteria appropriate for the Deliverables. This means Rossburn Municipality may select a response that is not the lowest overall cost. The term “requirement” (or similar term used in this RFQ) is used for convenience only and is not intended to imply that any Submission that does not exactly match or meet such a “requirement” will necessarily be



RFP – water Sunset Point

disqualified. Instead, as part of the evaluation process, the proposed goods and services will be evaluated based on the extent to which, and how well, they are able to satisfy the intent, fit for purpose and substance of the Deliverables contained in this RFQ.

SHOULD ROSSBURN MUNICIPALITY ENTER INTO A CONTRACT FOR THE DELIVERABLES THE FOLLOWING GENERAL CONDITIONS WILL APPLY TO THE PERFORMANCE OF THE CONTRACT DELIVERABLES:

10. Engagement

The Contractor hereby agrees to supply and/or perform the Deliverables, as the case may be, in accordance with the terms of this Contract.

11. Additional Instructions

Rossburn Municipality may provide the Contractor with additional instructions as necessary for the delivery or performance of the Deliverables. All such additional instructions must be consistent with the general scope and intent of this Contract and the Deliverables must be delivered or performed in conformity with such additional instructions. In giving such additional instructions, Rossburn Municipality may make minor changes in respect of the Deliverables, not inconsistent with the general scope and intent of this Contract.

12. Delivery

Unless stated otherwise in this Contract: (a) all Deliverables, or any part thereof, must be delivered, performed and completed within any milestones or schedules specified in the Contract; and (b) if the Contractor becomes aware that it might make a late delivery or not meet a schedule, the Contractor must inform Rossburn Municipality immediately.

13. Warranty Requirements

The Contractor acknowledges and agrees that: (a) it is familiar with and has the necessary skilled personnel, equipment, systems, materials and processes to meet all the requirements of the Contract; (b) all Deliverables shall conform to and meet all applicable specifications, drawings, descriptions and all other requirements of this Contract; (c) unless otherwise stated in this Contract, all Deliverables that are goods shall be of good quality, new, undamaged and free from defects in design, materials and workmanship at the time the Deliverables are received at the Site; (d) Deliverables that are goods shall be fit and suited for Rossburn Municipality's purpose; (e) Deliverables that are services shall be performed in accordance with prudent industry standards for services of a similar nature in Rossburn Municipality having regard to the requirements of this Contract and be free from defects at the time such services are performed.

If any defect or deficiency in, or failure of, the Deliverables occurs within 12 months from Rossburn Municipality's receipt of (in the event the Deliverables are goods) or Contractor's completion of the Deliverables (in the event the Deliverables are services), however caused or arising (excluding normal wear and tear where the Deliverables are goods), the Contractor shall perform, at the Contractor's expense, all Remedial Work necessary to correct such defect, deficiency or failure. For greater clarity, THE WARRANTIES SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



RFP – water Sunset Point

14. Intellectual Property

The Contractor warrants that the Deliverables and Rossburn Municipality's use, maintenance and repair of the Deliverables, will not infringe on any existing or pending patent, copyright, industrial design or other intellectual property right.

The Contractor grants to Rossburn Municipality a fully paid, non-exclusive, transferable, worldwide royalty free, irrevocable license to use the Contractor Data (including any intellectual property rights embodied in the Contractor Data) for the purposes of using, operating, repairing, making or having made replacement parts for, maintaining, upgrading, enhancing, altering or otherwise dealing with all or part of the Deliverables.

To the extent the Contract contemplates that the Contractor will prepare a report, study, or other documents (the "Documents") as part of the Deliverables, such Documents are works for hire and are Rossburn Municipality's sole property. The Contractor waives any moral rights it may have relating to the Documents. The Contractor may retain, in a secure location, one copy of the Documents solely for its records.

15. Governing Law

The laws of the Province of Manitoba shall govern this contract. The parties attorn to the jurisdiction of the Courts of Manitoba.

16. Inspection

Inspection & Rejection: All Deliverables are subject to Rossburn Municipality's inspection and acceptance or rejection upon delivery. If rejected, Rossburn Municipality will hold the Deliverables at the Site for the Contractor to pick up at the Contractor's risk and expense. No payment for, inspection of, or acceptance of any Deliverables, including Deliverables that are

services, will relieve the Contractor from its responsibility to provide Deliverables conforming to the Contract.

17. Timing and Delays

The Contractor will not be liable for delays in delivery or performance due to causes not within the Contractor's reasonable control (not including a labour stoppage, lack of funds, or the financial condition of the party), as long as the Contractor immediately notifies Rossburn Municipality in writing and the Contractor takes all reasonable steps to mitigate the effect of such delays. If a delay is or is expected to be more than 15 days, Rossburn Municipality has the option of cancelling its order for any part of the Deliverables by giving notice to the Contractor. If Rossburn Municipality exercises this option, it will have no liability, except for paying the purchase price stated in the Contract for Deliverables already received or performed as of the date the option is exercised.

18. Responsibility and Liability

The Contractor will protect, indemnify and save harmless Rossburn Municipality from and against any and all costs, losses, damages, claims, demands, judgments, suits, actions or liabilities of any nature and kind which result from, relate to or arise out of the actions or omissions of the Contractor, his servants, agents, sub-contractors in providing the goods or performing the services under this Contract. Contractors shall be responsible for loss or damage to the real and personal property of Rossburn Municipality where Contractors are legally responsible, including negligence, willful harm or crimes of the Contractor, its employees or agents.

19. Conflicts of Interest and Collusive Practice



RFP – water Sunset Point

The Contractor must immediately disclose to Rossburn Municipality all actual, potential or perceived Conflict of Interest that may arise in respect of this Contract. The Contractor must immediately comply with all Rossburn Municipality instructions about eliminating any actual, potential or perceived Conflict of Interest, or minimizing the effects of any actual, potential or perceived Conflict of Interest.

If a Contractor is later determined to have failed to disclose or insufficiently reported a Conflict of Interest and/or engaged in Collusive Practice, Rossburn Municipality may, in its sole discretion (a) disqualify the Contractor from further participating in the RFQ process; or (b) terminate or cancel this Contract which may have been entered into with such Contractor for cause.

20. Confidentiality

Where provided with access to information of Rossburn Municipality (including personal information) which is not publicly known or available (herein the “Municipal Information”), the Contractor shall:

- ensure that its employees, agents or representatives involved in performing the Work are aware that the Municipal Information is not to be opened, viewed, or otherwise accessed except as required to perform the Work;
- where it is necessary to access the Municipal Information to perform the Work, to use the Municipal Information only for such purpose and for no other purpose;
- not disclose Information to any third party without Rossburn Municipalities specific written authorization.
- ensure that the Municipal Information remains confidential and is not placed in a

circumstance where confidentiality can be compromised; and

- immediately advise the Municipality if it has reason to suspect that the confidentiality of the Municipal Information was or may have been compromised.

The Contractor acknowledges that the Rossburn Municipality is governed by The Freedom of Information and Protection of Privacy Act (Manitoba) and that all materials in the possession of Rossburn Municipality are subject to the access provisions of that Act.

21. Supplier Performance

The contractual performance of our vendors is a matter of paramount importance. The contractor’s performance may be assessed and Rossburn Municipality reserves the right to take past contractual performance into account when evaluating future bids from the contractor. Rossburn Municipality reserves the right to guarantee faithful performance of the Contract. The Contractor will be required to provide the goods and/or services exactly as quoted. In cases where Contractors do not perform in accordance with the terms and conditions of the Contract, Rossburn Municipality reserves the right to:

- accept partial completion;
- extend the delivery period;
- cancel the Contract, in whole or part;
- obtain Deliverables from other sources;
- suspend Contractor from bidding on future opportunities.

22. Compliance with all required acts and regulations

The Contractor will obtain, at its expense, the necessary permissions, permits or licenses



RFP – water Sunset Point

required to perform its obligations under the Contract.

The Contractor shall require that its contractors, employees and agents, when on Rossburn Municipalities premises, comply with all:

- Security and safety rules and regulations that are applicable to the premises;
- All laws, ordinances, rules, regulations, codes, bylaws and policies relating to the provision of the goods and/or services, including, but not limited to *The Employment Standards Act– Province of Manitoba, The Workers' Compensation Board of Manitoba, The Builders' Lien Act of Manitoba, and The Workplace Health and Safety Act.*

23. On-Site work provisions

The Contractor agrees that while undertaking any activity on premises owned, operated by or otherwise controlled by Rossburn Municipality, they will:

- 23.1 Obtain and maintain in force during the term of the Contract commercial general liability Insurance and automobile liability insurance coverage in the amount not less than two million (2,000,000.00) dollars inclusive for each occurrence or accident for bodily injury, death and property damage including loss of use thereof, arising out of the execution of the Contract. The terms of such insurance must be satisfactory to Rossburn Municipality, acting reasonably.
- 23.2 A certificate of insurance shall be completed, signed and returned prior to commencement of any Work of the Contractor and within 30 days of the execution of this document. The contractor

is responsible to ensure that each subcontractor and sub-sub-contractor provides certificates of insurance prior to the commencement of any Work of the Sub-Contractor and Sub-Sub-Contractor and within 30 days of the execution of this document.

- 23.3 All policies shall be with insurance companies licensed to do business in Manitoba.
- 23.4 The contractor may take out such additional insurance as he may consider necessary and desirable. All such additional insurance shall be obtained at no cost to the Owner.
- 23.5 Obtain and maintain Worker's Compensation Insurance covering all employees engaged in the work in accordance with the Statutory Requirements of the Territory or Province having jurisdiction over such employees. If the Successful Contractor is assessed any additional levy, extra assessment or super assessment by a Worker's Compensation Board as a result of an accident-causing injury or death to an employee of the Successful Contractor or because of unsafe working conditions, then such levy or assessment must be paid by the Successful Contractor at its sole cost.
- 23.6 The Contractor acknowledges that it has carried out such examination and investigation of the Site it deems necessary or desirable in order to satisfy itself of and be fully informed about the conditions of the Site, including any risks, hazards and contingencies associated with the delivery of or the performance of the Deliverables.



RFP – water Sunset Point

23.7 When at the Site, the Contractor shall: (a) have complete control of, and responsibility for the safety and health of its officers, employees, agents and subcontractors; (b) ensure that safe work practices are followed and take all necessary precautions to prevent injury to any person or damage to any property; (c) ensure its officers, employees, agents and subcontractors comply with all reasonable site, safety and security rules established by Rossburn Municipality; and (d) notify Rossburn Municipality in advance of any hazardous material it intends to bring onto the Site and provide Rossburn Municipality with all appropriate Material Safety Data Sheets.

23.8 Upon completion of the performance of the Deliverables, the Contractor shall clear and clean the Site to the satisfaction of Rossburn Municipality to the extent necessitated by the performance of the Deliverables.

23.9 Is an independent contractor and not an employee or agent of Rossburn Municipality.

23.10 Provide all labour and services necessary to complete the work contained in the competition documents. The Contractor shall employ only skilled and fit persons who shall demonstrate the highest standard of workmanship.

23.11 Be solely responsible for the supervision, discipline, and any matter arising out of the relationship between the Contractor and its employees, servants and agents. Pay all debts and liabilities that it incurs in the performance of the obligations under this Contract including all wages and

salaries to its employees and provide the necessary coverage.

24. Entire Contract

This Contract constitutes the entire and only agreement between the parties, and supersedes and cancels all pre-existing agreements and understandings between the parties relating to the subject matter of this Contract. Rossburn Municipality rejects all Alternative Terms. Rossburn Municipalities acceptance of any of the Deliverables is not an implied acceptance of any Alternative Terms.

25. Contract Amendments

This Contract may be amended, subject to written approval of both parties.

26. No Assignment

A Contract may not be assigned without written consent of Rossburn Municipality.

27. Disputes

All disputes arising out of this Contract shall be resolved in accordance with the following process:

- a) the dispute shall be referred for resolution to the most senior person for each Party with operational responsibility for the Deliverables;
- b) if the above stated parties are unable to reach agreement, they shall engage the services of a professional mediator whose decision shall be legally binding;
- c) if the Parties are unable to agree on the identity of the mediator, then either party may refer the dispute to the courts.
- d) unless otherwise agreed in writing by Rossburn Municipality, the Contractor shall continue to carry out its duties under this Contract during proceedings under this section.



RFP – water Sunset Point

- e) the Parties shall be equally responsible for the cost of a mediator.

28. Taxes and Other Charges

Any goods and/or services mentioned in this Agreement are being purchased by Rossburn Municipality and are subject to the Goods and Services Tax (GST).

The goods are subject to Manitoba Provincial Sales Tax (PST). If applicable, PST will be included at time of payment.

29. Invoicing

Invoices should:

- extend and total all unit prices;
- show the disposition of any taxes (PST or GST) in the invoice;
- be in the same currency as quoted;
- indicate the date of shipment;
- charge only for the value of the Deliverables supplied as of the invoice date;
- be sent to the address stated on the Contract.

30. Payments

No payment will be made until arrival and inspection of goods at their final destination. Payment is not initiated until both the goods and services and the supplier's invoice have been received. The Municipalities goal is to not pay suppliers later than 30 days from:

- the date that goods and services are received or;
- the date the invoice is first received at any point by Rossburn Municipality whichever is later