



Town Of South Bruce Peninsula

Quotation 19-01

Portable Toilet Rental And Maintenance

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Portable Toilet Rental And Maintenance

Sealed quotations will be received for the above, at the Town of South Bruce Peninsula Municipal Office until 11:00 am local time on Friday, February 1, 2019 for the rental and maintenance of portable toilets at various locations throughout the Town of South Bruce Peninsula.

Quotation Packages are available at Town Hall, at the address below, or on the Town website at www.southbrucepeninsula.com.

Quotations are subject to a formal contract being prepared and executed. Contract award is subject to Town of South Bruce Peninsula approval. The lowest or any quotation will not necessarily be accepted.

Town of South Bruce Peninsula
c/o Bill Klingenberg
Director of Community Services
PO Box 310, 315 George St
Wiarton ON N0H 2T0
519-534-1400

Information To Vendors

1 General

Sealed quotations will be received until Friday, February 1, 2019 at 11:00 a.m. in a sealed envelope clearly marked with the following.

Portable Toilet Rental & Maintenance
Quotation 19-01

Town of South Bruce Peninsula
Attention: Bill Klingenberg
Director of Community Services
315 George St, PO Box 310
Wiarton, ON
N0H 2T0

The envelope is to include the vendor company name and return mailing address.

The quote must be submitted on the quotation forms as provided by the Town of South Bruce Peninsula. No changes may be made to quotes after they have been received. If more than one (1) quote is submitted by a vendor, the only one considered and opened will be the envelope with the most recent time/date of receipt. Electronically transmitted quotes (i.e. fax or email) will not be considered.

2 Quotation Requirements

The following must be completed and submitted with your quote:

Quotation Form Q-1
Quote Deposit
Statement by Vendor (Policy TR.17.1 Appendix 13)
MOE Certification
List of Sub-Contractors (If applicable)
Addenda (If Any)

Vendors are required to prepare their quotation in accordance with the Town of South Bruce Peninsula's Purchasing Procedures (link to [Purchasing Policy](#)). Quotations shall be submitted on our quotation form only. The vendor will submit quote prices based upon a monthly rate per unit, with an additional daily rate provided for those units used for less than one month. An extra maintenance price per portable unit, per time is also required for maintenance required beyond that required in the Scope and Specifications. The quote price must include the cost of supply, maintenance and repair and/or replacement of units, and for disposal of sewage. All quote prices are to exclude HST.

A quotation may be withdrawn any time prior to closing.

Vendors must supply current MOE certification.

Quotes that do not comply strictly with our terms and conditions or quotations which are incomplete, obscure or made subject to further conditions or qualified may be rejected as informal or disqualified by the Town of South Bruce Peninsula. Quotes must be legible and completed in ink or typewritten with all blanks filled in. The Town does not bind itself to accept the lowest or any quote.

3 Insurance

The successful vendor shall carry a Commercial General Liability and Non-Owned Automobile Liability (SPF6) insurance policy with minimum \$5,000,000 limit per occurrence / \$10,000,000 aggregate that insures against third party claims for bodily injury (including death), personal injury and/or property damage as a result of actual or alleged negligence of the Contractor.

This policy shall include:

- 1) Municipality as Additional Insured
- 2) Cross Liability / Severability of Interests clause
- 3) Contractual Liability
- 4) Minimum thirty (30) day's written notice of cancellation or non-renewal to the Municipality

The insurance coverage noted above shall be maintained in force throughout the term of the successful vendor's contract agreement.

Where there is a conflict between Policy – TR.17.1 and this section, this section shall prevail.

4 Equipment

The successful vendor shall furnish and maintain all such equipment as is considered necessary for conducting the work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools, and machinery used for handling materials and executing any part of the work shall be maintained in a satisfactory, safe efficient working condition. Equipment used by the successful vendor shall be such that no injury to the workers or property will result from its use. The successful vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and services performed hereunder. The successful vendor shall provide reasonable protection to prevent property loss or damage and/or personal injury to persons, including but not limited to employees performing such work and all other persons who may be affected thereby.

The successful vendor shall be responsible and accept all liability for the licensing, inspections and any compliance with federal, provincial or municipal laws as they

pertain to the vehicles to be used. Furthermore, the successful vendor will furnish to the Town any and all vehicle safety certificates on the vehicles to be used under the contract if requested.

Where a vehicle is hauling material for use in the contract, in whole or in part upon a public highway and where motor vehicle registration is required for such vehicle, the contractor shall not cause or permit such vehicle to be loaded beyond the legal limit as specified under the *Highway Traffic Act*, whether such vehicle is registered in the name of the contractor or otherwise.

The equipment must be capable of adjustment to suit all operating conditions. Vendors shall make available all equipment for inspection by the Town prior to execution of the contract.

5 Employees

The successful vendor agrees that the Town of South Bruce Peninsula is not to be deemed the employer of the successful vendor nor its personnel under any circumstances whatsoever.

Should any overseer, mechanic, driver or workman employed on or about the work or in connection therewith give any just cause for complaint, the Town shall notify the successful vendor, in writing, stating the reasons therefore and the successful vendor shall dismiss such persons forthwith and he shall not again be employed by the successful vendor on any Town of South Bruce Peninsula work without the written consent of the Town.

6 Working Safely

A copy of the Health and Safety Policies of the Town of South Bruce Peninsula is available to the successful vendor. The successful vendor is required to comply at a minimum with the safety standards of the Town of South Bruce Peninsula. The successful vendor shall provide a copy of their own Health and Safety Policy upon request.

The Town of South Bruce Peninsula retains the right to stop the successful vendor's work without penalty to the Corporation if the vendor does not comply with the Occupational Health and Safety Act, and the Health and Safety Policies and Procedures of the Town of South Bruce Peninsula, or creates an unacceptable health and safety hazard.

The Contractor shall be responsible for and shall pay all dues and assessments payable under the *Workplace Safety and Insurance Act*, the *Employment Insurance Act* or any other *Act*, whether Provincial or Federal, in respect to all his employees or operations and shall, upon request, furnish the Town of South Bruce Peninsula with

satisfactory evidence that as, the Contractor, the provisions of any act have been complied with.

The successful vendor will provide to the Town a WSIB Clearance Certificate or proof of WSIB Independent Operator Status prior to the execution of any contract.

7 Notice To Contractor

The successful vendor shall provide adequate protection for workers and the public at all times under the applicable Federal and Provincial Statutes, in accordance with all municipal by-laws and regulations together with any additional safety measures that may be necessary. The successful vendor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Workplace Safety and Insurance Act and Occupational Health and Safety Act, and the Ontario Electrical Safety Code as applicable to the scope of work.

The successful vendor shall ensure that all employees are provided with and instructed in the use of safety equipment as required by the Occupational Health and Safety Act and by other regulations. Normal safety precautions should be observed while around and operating equipment.

The successful vendor shall observe and comply with all Municipal and Provincial safety regulations and shall obtain and pay for all permits, fees, etc. that may be applicable in carrying out the work.

The successful vendor must ensure that during the performance of the work of the contract, its personnel are equipped and wear appropriate personal protective equipment: footwear, head protection, etc.

8 Accessibility Regulations For Contracted Services

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service Sect. 6, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service providers policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:

1. How to interact and communicate with persons with various types of disability.
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person.
3. How to use equipment that is available on premises that may help in the provision of goods or services.
4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services.

5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

Contracted employees, third party employees, agents and others that provide customer service on behalf of the Town of South Bruce Peninsula must meet the requirements of Ontario Regulation 429/07 with regard to training. In accordance with Ontario Regulation 429/07 a document describing the training policy, a summary of the contents of the training and details of training dates and attendees must be submitted to the Town of South Bruce Peninsula upon request.

9 Payments

Payment by the Town of South Bruce Peninsula to the successful vendor will be made monthly in accordance with the quotation quote.

The successful vendor will submit an invoice to the Town of South Bruce Peninsula on a monthly basis. The successful vendor's invoice will set out the location of portable toilets, the unit price and the period of time the invoice covers. The invoice will further set out dates and times maintenance services were performed. Payment by the Town of South Bruce Peninsula to the contractor will be made within forty five (45) days of the date of the delivery of the invoice.

10 Sales Tax

The vendor will not include the Harmonized Sales Tax (HST) in the quotation prices.

Scope And Specifications

1 Scope Of Work

This quotation is for portable toilet rentals and maintenance within the Town of South Bruce Peninsula, as included in this document. The contract will be for a one -year term beginning March 1, 2019 and expiring February 28, 2020.

A two-year extension of the contract may be considered by the Town based upon satisfactory performance. An extension of the contract shall be considered three months prior to the contract end date. The contractor shall notify the Town more than three months prior to the termination date of the contract of their interest in extending the contract. The Town will provide notice of its intention to continue or terminate the contract two months prior to the end of the contract.

2 Duties

Sewage disposal, and the costs associated with disposal, shall be the responsibility of the successful vendor and shall be in accordance with all municipal, provincial, and federal laws, by-laws and regulations.

The successful vendor must notify the Town if they intend to deposit the sewage in the Wiarton Lagoon. If using the Wiarton Lagoon, the successful vendor must obtain permission from the Town for use of the Wiarton Lagoon and execute an agreement for same. If using the Wiarton Lagoon, the successful vendor must notify the Town on a monthly basis of the dates and amount of sewage being deposited in the lagoon, and the Town will invoice the successful vendor for the sewage disposal at the rate based on the current fee by-law.

Security of the portable toilets will be the responsibility of the successful vendor. The Town will not be responsible or be liable for damaged or stolen units.

3 Equipment

It is hereby understood and agreed that the contractor will provide the equipment to be used in the supply and maintenance of portable toilets. The equipment furnished is to be specifically designed for the use intended.

The contractor shall properly protect the equipment from the elements and vandalism and place it in the charge of competent operators. The contractor shall perform maintenance and upkeep on all required equipment as to ensure minimum wear and maximum availability.

4 Maintenance Schedule

The successful vendor shall provide maintenance services in accordance with Table 1 that will be reviewed and amended on an as required basis, at the discretion of the Town. The maintenance of portable toilets will include, but will not be limited to the repair or replacement, cleaning, and sewage disposal for each unit. Where maintenance is required twice per week it is required on Friday and Monday (or Tuesday after long weekends).

The following is a list of locations and dates of operation for portable toilets within the Town of South Bruce Peninsula:

Location	Dates of Operation
1 Foreman Drive Pump House	January 1 to December 31
2 Huron Woods Pump House	January 1 to December 31
3 Oliphant Pump House	January 1 to December 31
4 Colpoy's Bay Dock	January 1 to December 31
5 Wiarton Dock	January 1 to December 31
6 Wiarton Dock	April 15 to October 31
7 Isaac Lake	April 15 to October 31
8 Pike River Bridge	April 15 to October 31
9 Sauble River Boat Launch	April 15 to October 31
10 Howdenvale Park (Accessible)	May 1 to October 31
11 Sandy Bay Parking Lot – Oliphant	May 1 to October 31
12 Lonely Island Park	May 1 to October 31
13 Sky Lake Canoe Access (by bridge)	May 1 to October 31
14 Spirit Rock Monument (by Wiarton Water Plant)	May 1 to October 31
15 Bluewater Campground (2 units)	May 1 to October 31
16 Dan Davidson Ballpark	May 1 to October 31
17 Jimmy Brown Rotary Park	May 1 to October 31
18 Park Head Park	May 1 to October 31
19 Groves Point (Accessible)	July 1 to August 31
20 Howdenvale Park	July 1 to August 31
21 Red Bay Park	July 1 to August 31
22 Red Bay Park (Accessible)	July 1 to August 31
23 Bluewater Campground (Accessible)	July 1 to August 31
24 Sauble Beach	July 1 to August 31
25 Gould Lake	July 1 to August 31

The Town reserves the right to make additions or deletions of locations and dates of operation.

4.1 Extra Maintenance

The successful vendor shall also make themselves available to repair, maintain, collect sewage and supply and/or replace units, without undue delay, upon being notified by the Town for the quoted extra maintenance fee.

4.2 Service Records

The successful vendor shall provide the Town with maintenance service records in a format acceptable to the Town with monthly billing. The service record is to include the units maintained, with dates, and order of maintenance. An on-site record inside each individual portable unit will be required which can easily be read and understood by the public.

5 Evaluation Criteria

The purchasing Policy TR.17.1 establishes that the lowest “responsive and responsible” vendor who meets all the requirements of the quote documents will be awarded the contract.

Table 1 – Required Maintenance Schedule

	Location	Frequency of Maintenance Per Week	
		Off Season**	Peak Season*
1	Foreman Drive Pump House	1	1
2	Huron Woods Pump House	1	1
3	Oliphant Pump House	1	1
4	Colpoy's Bay Dock	1	1
5	Wiarion Dock	1	2
6	Wiarion Dock	1	2
7	Isaac Lake	1	1
8	Pike River Bridge	1	1
9	Sauble River Boat Launch	1	2
10	Howdenvale Park (Accessible)	1	1
11	Sandy Bay Parking Lot - Oliphant	1	1
12	Lonely Island Park***	1	1
13	Sky Lake Canoe Access (by bridge)	1	2
14	Spirit Rock Monument (by Wiarion Water Plant)	1	1
15	Bluewater Campground (1 unit, 1 unit Accessible)	1	1
16	Dan Davidson Ballpark	1	2
17	Jimmy Brown Rotary Park	1	1
18	Park Head Park	1	1
19	Groves Point (Accessible)	0	1
20	Howdenvale Park	0	1
21	Red Bay Park	0	1
22	Red Bay Park (Accessible)	0	1
23	Bluewater Campground (2 units)	0	1
24	Sauble Beach	****	****
25	Gould Lake	0	1

* Peak Season includes July 1 – August 31, and the Victoria and Labour Day long weekends

** Off Season includes all other dates

*** Lonely Island is attached to the main land via a causeway

**** Up to twice per day, in accordance with the required dates of operation

Quotation Form Q-1

Monthly Portable Toilet Rentals

Location	Units	Months (Off Season)	Unit Rate	Months (Peak Season)	Unit Rate	Total
		Sep 1 – Jun 30	Off Season	Jul 1 - Aug 31	Peak Season	(AxBxC)+(AxDxE)
	A	B	C	D	E	
Foreman Drive Pumphouse	1	10	\$	2	\$	\$
Huron Woods Pumphouse	1	10	\$	2	\$	\$
Oliphant Pump House	1	10	\$	2	\$	\$
Colpoy's Bay Dock	1	10	\$	2	\$	\$
Wiarton Dock	1	10	\$	2	\$	\$
Wiarton Dock	1	5	\$	2	\$	\$
Isaac Lake	1	5	\$	2	\$	\$
Pike River Bridge	1	5	\$	2	\$	\$
Sauble River Boat Launch	1	5	\$	2	\$	\$
Groves Point (Accessible)	1	0	\$	2	\$	\$
Howdenvale Park	1	0	\$	2	\$	\$
Howdenvale Park (Accessible)	1	4	\$	2	\$	\$
Red Bay Park	1	0	\$	2	\$	\$
Red Bay Park (Accessible)	1	0	\$	2	\$	\$
Sandy Bay Parking Lot	1	4	\$	2	\$	\$
Lonely Island Park	1	4	\$	2	\$	\$
Sky Lake Canoe Access	1	4	\$	2	\$	\$
Spirit Rock Monument	1	4	\$	2	\$	\$
Bluewater Campground	1	4	\$	2	\$	\$
Bluewater Campground	2	0	\$	2	\$	\$

Bluewater Campground (Accessible)	1	4	\$	2	\$	\$
Dan Davidson Ball Diamond	1	4	\$	2	\$	\$
Jimmy Brown Rotary Park	1	4	\$	2	\$	\$
Park Head Park	1	4	\$	2	\$	\$
Sauble Beach	12	0	\$	2	\$	\$
Gould Lake	1	0	\$	2	\$	\$
Sum Total (Excluding HST)						\$

Additional Fees

1. Monthly Rental Rate: \$ _____/month (Excluding HST)
2. Daily Rental Rate: \$ _____/day (Excluding HST)
3. Extra Maintenance: \$ _____/portable toilet (Excluding HST)



**Policy – TR.17.1
Appendix 6**

Statement By Vendor

Quote Document Name: _____

Quote Document Number: _____

1. I/We have reviewed all terms and conditions of all forms included as part of this quote package.
2. I/We have read and understand all of the terms and conditions of the forms included as part of this quote package.
3. I/We understand that if our quote is successful, all requirements of the successful vendor as outlined in this quote document will be completed by the time and in the format required.

Dated at _____ this _____ day of _____, 20____.

Witness

Signature of Authorized Person

Name (Please Print)

Position