

**REQUEST FOR TENDER**  
**Portable Washroom Supply Placement and Cleaning 2025 - 2028**  
**RFT 04-24**



**ISSUE DATE:** November 18, 2024

**CLOSING DATE:** December 10, 2024

**CLOSING TIME:** 11:00 a.m. local time

**LOCATION:** Municipality of Bayham  
56169 Heritage Line  
Straffordville, ON,  
Attention: Steve Adams  
Manager of Public Works

**LATE SUBMISSIONS WILL NOT BE ACCEPTED**

**NOTE:** It is the vendor's sole responsibility to ensure their submissions are received in a sealed enveloped clearly marked with RFT 04-24 Portable Washroom Supply Placement and Cleaning by the time and date specified within the document.

**The Lowest or Any Bid Will Not Necessarily Be Accepted**

Municipality of Bayham  
P.O. Box 160  
56169 Heritage Line  
Straffordville, ON  
N0J 1Y0

**Company Name &  
Address:** \_\_\_\_\_

**Please return this cover sheet with your submission**

**RFT 04-24**

**PORTABLE WASHROOM SUPPLY PLACEMENT AND CLEANING FOR 2025 - 2028**

**SPECIAL PROVISIONS - GENERAL**

**1. GENERAL:**

All tenders shall be submitted on the tender form in a sealed envelope which shall be clearly marked "RFT 04-24 Portable Washroom Placement and Cleaning".

Electronically transmitted submissions (e-mail, fax, etc.) will not be accepted for this Tender.

Tenders will be received at the office of:

**Steve Adams**  
**Manager of Public Works**  
Municipality of Bayham  
56169 Heritage Line  
Straffordville, ON

not later than **11:00 a.m. local time, December 10, 2024.**

**The lowest or any bid not necessarily accepted.**

Tenders will be opened publicly, shortly after 11:00 a.m. on December 10, 2024 at the Municipality of Bayham office at the address referenced above.

Tenders received after the official closing time will not be considered during the selection process and will be returned unopened to the respective Respondent(s).

**2. COMPLETION OF THE TENDER**

All entries shall be clear and legible, and made in non-erasable medium, and signed in ink. All items shall be submitted according to any instruction in the Request for Tender Documents.

Alterations may be made, providing they are legible and initialled by the Respondent's signing officer. Tenders which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations incorrectly submitted, or irregularities of any kind may be rejected.

**3. TENDER WITHDRAWAL**

Any Tender may be withdrawn prior to the scheduled time for Tender Closing, or authorized postponement thereof.

#### 4. **INQUIRIES**

Questions regarding this tender shall be submitted in writing no later than five (5) days prior to closing of the tender to:

**Steve Adams**  
**Manager of Public Works**  
Municipality of Bayham  
56169 Heritage Line  
PO Box 160  
Straffordville, ON  
[sadams@bayham.on.ca](mailto:sadams@bayham.on.ca)

#### 5. **SCOPE:**

- The scope of this contract is to supply, place and clean portable washrooms at various locations referenced in appendix "B" within the Municipality of Bayham.
- All regular and accessible units must have internal sinks and soap or sanitizer dispensers with-in the units.
- This agreement will be in place for a four (4) year period from January 1, 2025 – December 31, 2028.
- The successful bidder will be required to enter into a four-year contract with the first three years at a fixed rate and the fourth year to allow a price adjustment increase of 1.5%.
- Attached as appendix "B" is the requirement for placement/removal of the units and cleaning schedule on and annual basis.
- Operator of the units must provide 24/7 service in case of emergencies.
- All units must be able to be secured if necessary to prevent tip overs and damage to the units.
- The municipality is not responsible or will not pay for damage to the units on municipal property this is the responsibility of the operator.

#### 6. **ACCEPTANCE OR REJECTION OF TENDERS**

Individual tenders may be rejected for any one of the following reasons:

- Bids received after the tender closing date and time
- Bids received on other than the supplied tender forms
- Bids not properly and fully completed in ink or by typewriter
- Bids not properly signed and sealed
- Incomplete bids

The Corporation shall not be required to award or accept a Tender, or recall the Tenders at a later date:

- When only one Tender has been received as a result of the Tender call
- Where the lowest responsive and responsible Respondent substantially exceeds the estimated cost of the goods or service
- When all tenders received fail to comply with the Specifications or Tender Terms and Conditions
- Where a change in the scope of work or specifications is required

**7. BID PRICE**

The bidder shall enter the total price where applicable in the appropriate location on the form of Tender. The bidder will submit bid prices based upon a monthly rate per unit, with an additional daily rate provided for those units used for less than one month. The Municipality of Bayham reserves the right, without penalty, to not necessarily accept the lowest tendered unit price.

**8. FREEDOM OF INFORMATION**

All correspondence, documentation and information provided shall become the property of the Municipality. Any personal information required on the documentation presented is received under the authority of the *Municipal Freedom of Information and Protection of Privacy Act, 1989 RSO, 1990*. This information will be an integral component of the quote submission. All written Tenders received by the Municipality become a public record. Once a Tender is accepted by the Municipality of Bayham, and a contract is signed, all information contained therein is available to the public, including personal information. Questions about collection of personal information and the *Municipal Freedom of Information and Protection of Privacy Act, 1987, R.S.O. 1990, Chapter M.56*, as amended, should be directed to:

**Clerk, Municipality of Bayham  
56169 Heritage Line  
PO Box 160  
Straffordville, ON N0J 1Y0  
Telephone (519) 866-5521**

**9. TENDER AWARD PROCEDURES**

Unless stated otherwise, the following procedures will apply:

- The Corporation will notify the Successful Respondent(s) of the award within thirty (30) calendar days of the Tender closing
- Notice of Acceptance of Tender will be by telephone and by written notice
- Immediately after acceptance of the Tender by the Corporation, The Successful Respondent(s) shall provide the Corporation with the *Certificate of Liability Insurance* and any other required documents within fourteen (14) calendar days of the date of Notification of Acceptance & Award.

**10. HARMONIZED SALES TAX**

The unit price quoted shall not include the HST. The HST should be shown in the applicable location on the Form of Tender

**11. TERMS OF PAYMENT & INVOICING**

The normal terms of payment for the Corporation will be net thirty (30) calendar days.

Invoices shall be forwarded to:

The Municipality of Bayham  
PO Box 160  
56169 Heritage Line  
Straffordville, ON N0J 1Y0

**12. INSURANCE**

The successful bidder shall carry a commercial general liability in the minimum amount of \$2,000,000. The successful bidder must provide a valid Certificate of Insurance with the Municipality of Bayham listed as additional insured prior to execution of the contract.

The insurance coverage noted above shall be maintained in force throughout the term of the successful bidder's contract agreement. Annual renewal certificates to be provided to the Municipality.

**13. WORKPLACE SAFETY & INSURANCE BOARD**

The Tenderer shall provide the Municipality a valid WSIB Clearance Certificate.

The successful Bidder, will be expected to work in accordance with the Occupational Health and Safety Act (re: duties of employers) and applicable regulations.

## **Submission of Tender Documents**

Please ensure your Tender submission includes the following documents:

- Cover Sheet
- Form of Tender
- Bidder Information
- WSIB Clearance Certificate
- Health & Safety Responsibilities

**FORM OF TENDER**

**FOR THE PROVISION OF: supply, place and clean portable washrooms at various locations within the Municipality of Bayham.**

**AS SUPPLIED BY:** \_\_\_\_\_

**FIRM NAME**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**POSTAL CODE**

**HEREIN AFTER CALLED THE BIDDER**

**TO: THE CORPORATION OF THE MUNICIPALITY OF BAYHAM  
56169 Heritage Line  
Straffordville , ON N0J 1Y0**

**HEREIN AFTER CALLED THE CORPORATION**

**THE RESPONDENT DECLARES**

1. No person(s), firm or corporation, other than the Respondent, has any personal interest in this Tender or in the award for which this Tender is made.
2. No member of Council, officer or employee of the Corporation is or will become interested directly or indirectly as a contracting party, partner, shareholder, and surety or in any portion of the profits thereof, or in any of the monies to be derived, there from.
3. This Tender is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a Tender for the same and is in all respects without collusion or fraud.
4. By signing this submission, I confirm I have read and understood the content and requirements of this Tender document.

**LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED**

DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016

\_\_\_\_\_  
**SIGNATURE OF WITNESS**

\_\_\_\_\_  
**SIGNATURE OF RESPONDENT**

By my signature, I hereby confirm I am a principal, or have been duly authorized by the principal/board, to sign on behalf of the above named.

**PLEASE RETURN THIS FORM WITH YOUR SUBMISSION**

**RESPONDENT INFORMATION FORM**

**Bidders must complete this form and name one person to be the contact for the RFT response and for any clarifications or amendments that might be necessary.**

1.	Full Legal Name of Respondent:	
2.	Any Other Relevant Name Under Which the Respondent Carries on Business:	
3.	Street Address:	
4.	City, Province/State:	
5.	Postal/Zip Code	
6.	Office Toll Free Number ( if any):	
7.	Office Phone Number:	
8.	Office Fax Number:	
9.	Company Website (if any):	
10.	WSIB Clearance Number (if applicable):	
11.	HST Account Number:	
12.	RFT Contact Person's Name and Title:	
13.	RFT Contact Person's Office Phone Number:	
14.	RFT Contact Person's Cell Phone Number:	
15.	RFT Contact Person's Fax Number:	
16.	RFT Contact Person's E-mail:	

RESPONDENT'S NAME &  
TITLE

SIGNATURE

DATE



**PLEASE RETURN THIS FORM WITH YOUR SUBMISSION**

Appendix "A"

**PORTABLE WASHROOM LOCATIONS**

		<b>Accessible</b>	<b>Regular</b>
1.	Port Burwell East Beach	1 Unit	2 Units
2.	Vienna Memorial Park, Plank Road, Vienna	1 Unit	
3.	Vienna Community Park, 17 Ann St. Vienna	1 Unit	
4.	Straffordville Ball Park, 56169 Heritage Line, Straffordville	1 Unit	2 Units
5.	Richmond Ball Park, Church Street, Richmond	1 Unit	
6.	Corinth Park, Best Line, Corinth	1 Unit	
7.	Eden Community Park, 56595 Eden Line	1 Unit	
8.	Vienna Canoe/Kayak Launch, 6 Water St. Vienna		1 Unit
9.	Additional Units may be required for festivals etc.		

**ANNUAL ITEMS**

Monthly Rental Per <b>Regular</b> Unit	\$
Weekly Cleaning Per Unit	\$
HST	\$
<b>TOTAL</b>	\$

**ANNUAL ITEMS**

Monthly Rental Per <b>Accessible</b> Unit	\$
Weekly Cleaning Per Unit	\$
HST	\$
<b>TOTAL</b>	\$

**PROVISIONAL ITEMS**

Daily Rental Per Unit (if less than 1 month)	\$
Additional Monthly Units Per Unit	\$
Additional Weekly Units Per Unit	\$
Extra Cleaning Per Unit	\$
24/7 Service Call Out	\$
HST	\$
<b>TOTAL</b>	\$

\_\_\_\_\_  
RESPONDENT'S NAME AND TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**PLEASE RETURN THIS FORM WITH YOUR SUBMISSION**

**CONFIRMATION OF FAVOURABLE HEALTH AND SAFETY PRACTICE FORM**

The Contractor(s): \_\_\_\_\_

The Municipality of Bayham is committed to:

- i. The prevention of workplace injury and illness to all workers at Municipal locations.
- ii. The belief that contractor safety is compatible with the safety policy of the Municipality and is good business.
- iii. Assuming a leadership role by citing contractors for any violations of the contract.
- iv. To ensure the Municipal workplace is a healthy and safe working environment, contractors, constructors and subcontractors must have knowledge of and operate in compliance with the Occupational Health and Safety Act and any other legislation pertaining to employee health and safety.
- v. For long term contracts, or contracts involving pre-selected contractors, the Township reserves the right to cancel (or place on probation) the contract of any contractor who is charged and/or convicted of offences under the Occupational Health and Safety Act while carrying out any part of a project with the Municipality.

Contractor's Statement of Responsibility:

As a contractor retained to perform work for the Municipality of Bayham, I/we accept the following health and safety responsibilities:

- i. I/we will comply with all procedures and requirements of the Occupational Health and Safety Act, Municipal safety policies and procedures, department and site-specific policies and procedures and all applicable legislation or regulations.
- ii. I/we will work safely with skill and care so as to prevent accidental injury to ourselves, fellow employees and all other persons on the site of work.
- iii. For contracts or sub-contracts that involve commercial motor vehicles as defined by the Highway Traffic Act, I/we acknowledge possession of a current Carrier CVOR abstract with one of the following safety ratings: Excellent; Satisfactory; Conditional, or Satisfactory-Unaudited.
- iv. I/we will advise the Municipality if the CVOR safety rating of our firm is changed to "Unsatisfactory" at any time during the course of the contract and, upon request, will provide the Municipality with a copy of the most recent Carrier CVOR abstract indicating the sanctions imposed by the Ministry of Transportation.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Name of Person Signing for Contractor

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

**PLEASE RETURN THIS FORM WITH YOUR SUBMISSION**

**Statement by Bidder**

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2024

\_\_\_\_\_  
Name of Witness                      NAME OF TENDERER

\_\_\_\_\_  
Signature of Witness                AUTHORIZING SIGNATURE OF TENDERER

\_\_\_\_\_  
TITLE

(Affix Corporate Seal)

**SAMPLE AGREEMENT**

THIS AGREEMENT DATED THE      DAY OF      , 2024

**BETWEEN:**

**The Corporation of the Municipality of Bayham  
(Hereinafter called the "Municipality")**

**of the First Part**

**and**

**XXXXXXXXXXXXXXXXXXXXXXXXXXXX  
(Hereinafter called the "Contractor")**

**of the Second Part**

**WHEREAS** The Municipality contracts for the supply, placement and cleaning of portable washrooms at various locations within the Municipality;

**NOW THEREFORE IN CONSIDERATION OF** the mutual covenants herein contained, the payments required hereby, and such other consideration as the parties hereto deem acceptable, the parties agree as follows:

**Section 1- Definitions**

For the purposes of this Agreement,

- 1.1 "Council" shall mean the Council of the Corporation of the Municipality of Bayham;
- 1.2 "CAO" shall mean the Chief Administrative Officer of the Municipality of Bayham or designate;

**Section 2 - General Provisions**

- 2.1 The Contractor shall be solely responsible for the supply, placement and cleaning of portable washrooms within the Municipality of Bayham for a four year time period from 2025 – 2028 in accordance with this Agreement.
- 2.2 The Contractor shall supply all labour and equipment required for the supply, placement, cleaning and removal of portable washrooms within the Municipality of Bayham.
- 2.3 The Municipality shall annually provide the Contractor locations and amounts of portable

washroom units required.

- 2.4 The contractor shall be able to provide 24/7 emergency service to the locations provided at the start of each year with a maximum service time of 2 hours.
- 2.5 Units shall be able to be secured to a structure in an event of continuous vandalism occurs. (i.e. portable toilet tip overs)
- 2.3 The Contractor shall be responsible for any damage made to Municipal or private property. Any damage will be repaired at the expense of the Contractor and approved by the Municipality.
- 2.4 The Contractor shall be responsible for all damage to units and will not hold Municipality of Bayham liable for any damages to the units.
- 2.5 The Contractor shall maintain and pay for Comprehensive General Liability Insurance in an amount of not less than two million (\$2,000,000.00) naming the Municipality of Bayham as an additional insured in respect of all operations performed by or on behalf of the Municipality. The coverage shall not be altered, cancelled or allowed to expire or lapse without thirty (30) days prior written notice to the Municipality. A Certificate of Insurance shall be filed with the Municipality upon the signing of the Agreement and annually thereafter throughout the term of the Agreement.
- 2.6 The Contractor shall agree to fulfil all of his obligations in compliance with the Occupational Health and Safety Act and further agrees to take responsibility for any health and safety violation that may occur. The Contractor shall indemnify and save harmless the Municipality from any and all charges, fines, penalties and costs that may be incurred or paid by the Municipality.
- 2.7 The contractor shall provide a Certificate from Workplace Safety and Insurance Board indicating that all payments by the Contractor to the WSIB in conjunction with this Agreement have been made and that the Municipality will not be liable to the Board for future payments in connection with the Agreement. The Certificate shall be provided upon signing of the Agreement and yearly thereafter until the expiry or termination of this Agreement.

### **Section 3 – Administration**

- 3.1 This Agreement shall take effect on the 1st day of January, 2025 and shall remain in effect for a period of four (4) years.
- 3.2 It is understood by the parties hereto that there will be no adjustment in fees paid by the Municipality for the first three (3) years of the Agreement with an increase of 1.5% in year four (4).
- 3.3 Payment shall be made in accordance with the attached Appendix 'A' net thirty (30)

calendar days following receipt of invoice.

3.4 The Municipality or Contractor may terminate this Agreement upon forty-five (45) days' notice in writing to the other party. Such notice may be mailed by ordinary prepaid mail to the other party, and this Agreement shall terminate on the forty-fifth day following the date of the mailing.

3.5 Any notice required to be given under this Agreement must be in writing to the applicable address set out below:

(a) in the case of the Municipality:

Attention: CAO  
Municipality of Bayham  
PO Box 160  
56169 Heritage Line  
Straffordville, ON N0J 1Y0  
Office: (519) 866-5521  
[tthayer@bayham.on.ca](mailto:tthayer@bayham.on.ca)

(b) in the case of the **Contractor**:

Attention: \_\_\_\_\_

Company \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number \_\_\_\_\_

Email: \_\_\_\_\_

**Section 4 - Agreement Definition**

7.1 In construing this Agreement, words in the singular shall include the plural and vice versa and words importing the masculine shall include the feminine, and the neuter and vice versa, and words importing persons shall include corporations and vice versa.

**IN WITNESS WHEREOF** the parties have duly executed this Agreement this **XX day of XXXXXXXXXXXX, XXXXX.**

Authorized by )  
Bayham By-law No. **XXXX-XX** ) **THE CORPORATION OF THE**  
) **MUNICIPALITY OF BAYHAM**  
)  
)  
) \_\_\_\_\_  
) Mayor  
)  
) \_\_\_\_\_  
) Chief Administrative Officer  
)

**WITNESS WHEREOF** the part of the Second Part has hereunto set is hand and seal.

SIGNED, SEALED AND DELIVERED, this **XX** day of **XXXXXX, XXXX.**

In the presence of )  
)  
)  
)  
\_\_\_\_\_)  
Witness: ) **XXXXXXXXXXXXXXXXXXXXXX**

**Portable Washroom Locations and Schedule**

Location/Address	Address	Number of Accessible Units	Number of Regular Units	Date of Placement	Date of Removal
Port Burwell East Beach	1 Robinson Street, Port Burwell		2	First Monday in May	Last Friday in October
Port Burwell East Beach	1 Robinson Street, Port Burwell	1		Year Round	Year Round
Vienna Memorial Park	6226 Plank Road, Vienna	1		First Monday in May	Last Friday in October
Vienna Community Park	17 Ann St. Vienna	1		First Monday in May	Last Friday in October
Straffordville Community Park	56169 Heritage Line, Straffordville	1	2	First Monday in May	Last Friday in October
Richmond Community Park	53906 Church St. Richmond	1		First Monday in May	Last Friday in October
Corinth Community Park	54305 Best Line, Corinth	1		First Monday in May	Last Friday in October
Eden Community Park	56959 Eden Line, Eden	1		First Monday in May	Last Friday in October
Vienna Public Canoe/Kayak Launch	6 Water St. Vienna		1	First Monday in May	Last Friday in October

**Provisional Locations-Only if requested**

Location/Address	Address	Number of Accessible Units	Number of regular Units	Date of Placement	Date of Removal
Port Burwell Marine Museum	20 Pitt St. Port Burwell	1		N/A	N/A
Port Burwell Memorial Park	End of Strachan St. Port Burwell	1		N/A	N/A
Port Burwell Pitt St. parking area	West end of Pitt St.	1		N/A	N/A

**\*Maps can be made available upon request\***

**Cleaning Schedule-** All units to be cleaned **weekly** with the exception of the below locations and schedule.

Location	Cleaning Schedule
Port Burwell East Beach Regular Units	-Weekly from first Monday in May to June 15, -Twice per week (Monday and Friday) June 15-Monday following September Labor Day weekend.
Port Burwell East Beach Accessible Unit	Same schedule as above with the exception of weekly from November 1, to June 15.