

**RURAL MUNICIPALITY OF GIMLI**  
**REQUEST FOR TENDER**



**RFT 2024-09**  
**PORTABLE TOILET RENTAL**

# RM OF GIMLI

## Portable Toilet Rental

### DEFINITIONS, CONDITIONS & SPECIFICATIONS

- 1) Wherever the term "Owner" or "R.M." is used throughout these Specifications, it shall be defined as the "Rural Municipality of Gimli".
- 2) The Contractor shall proceed to execute the said work with due diligence to the satisfaction of the Owner who shall have the power and right to inspect all work performed by the Contractor. The Contractor is not entitled to any payment under this Agreement until all tender requirements are fulfilled to the Owner's satisfaction.
- 3) This contract can be terminated by either party upon 30 days written notice. The contract shall be subject to cancellation at any time without notice due to failure on the part of the Contractor to perform and observe any of the conditions, covenants, or agreements herein. Failure to complete the works to the specifications outlined in the tender documents may result in disqualification from bidding for a period of two years.
- 4) The Contractor shall comply with all instructions and regulations imposed by the RM of Gimli or the Province of Manitoba in connection with the way the Contractor shall carry out this contract.
- 5) The contractor is responsible for supplying all labour, equipment, fuel and materials needed to complete the work.
- 6) The Contractor agrees to indemnify and save harmless the Owner from all claims of every nature and kind which may be made or brought against the Owner by reason of the Contractor carrying out the terms of this contract.
- 7) This Contract may not be transferred to another Contractor without prior written consent of the Owner. No subcontracting is allowed.
- 8) The Bidder must complete all forms attached to this tender, including Sections II - IV, in order to qualify.
- 9) The contractor shall supply & deliver 11 monthly rental units as per schedule A plus an additional 2 units for the July long weekend and 6 additional units for the August long weekend.
- 10) As per item 9 additional units will be required on an as-needed basis for special events such as July & August long weekends, the rental period will be daily and serviced two to three times per day.
- 11) Regular weekly maintenance to be completed every Friday, service to include emptying the holding tank, clean and sanitize all interior surfaces, refill toilet paper and deodorize the unit, and clean the outside of the unit. The Contractor shall perform additional services upon request at the rate quoted for this tender.
- 12) The rental period is dependant on weather, approximate commencement date is one week prior to the May long weekend and the approximate end date is the second week of October after the Thanksgiving long weekend. The RM will notify the contractor of the exact delivery and pick up dates.

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- 13) Pricing shall include delivery, pick up and servicing.
- 14) Units shall be anchored at the expense of the contractor. Any unit that has been overturned shall be uprighted by the contractor and cleaned with no additional cost to the RM. The contractor is to notify the RM should these incident occur to assess the site for any additional remediation.
- 15) Repairs and/or replacement of a unit caused by vandalism, theft or act of god during the rental period shall be the responsibility of the contractor.
- 16) Damage to public or private property shall be reported to the RM immediately.

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### INVITATION TO TENDER

The Rural Municipality of Gimli is accepting quotations for the rental and servicing of portable toilets on a monthly and daily basis throughout the municipality as per Schedule A, for a minimum 1-year term, with an option to renew for an additional 1 to 2 years at Council's discretion.

Detailed tender packages complete with specifications are available to interested bidders on the RM of Gimli website, [www.gimli.ca](http://www.gimli.ca) or at the Municipal Office, 62 - 2<sup>nd</sup> Avenue, between the hours of 9:00 am to 5:00 pm, Monday to Friday.

Sealed submissions clearly marked "**RFT 2024-09 Portable Toilet Rental, submitted by \_\_\_\_**" will be received by the undersigned at the address below until **Noon, May 1, 2024**. Late submissions will not be accepted.

**Completed tenders must be submitted by Noon on May 1, 2024 to:**

Rural Municipality of Gimli  
PO Box 1246, 62 2<sup>nd</sup> Avenue  
Gimli, MB R0C 1B0  
Attention: Ron Hahlweg, Director of Operations

**Questions or concerns in respect to the tender can be directed to:**

Karl Bergman  
Public Works Foreman  
Phone: (204) 642-6688  
Email: [publicworks@rmgimli.com](mailto:publicworks@rmgimli.com)

*The RM of Gimli reserves the right to reject any or all bids, to waive irregularities and informalities therein, and to award the tender in the best interest of the RM of Gimli in its sole discretion. Lowest bid may not be accepted. Contractors must comply with Municipal requirements for liability insurance, WCB coverage and business licensing to be eligible to be awarded the contract.*

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**Portable Toilet Rental**

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## Portable Toilet Rental

### SCOPE OF WORK

The Rural Municipality of Gimli is accepting quotations for the rental and servicing of portable toilets on a monthly and daily basis through out the municipality as per Schedule A, for a minimum 1-year term, with an option to renew for an additional 1 to 2 years at Council's discretion.

The contract will require the provision of suitable equipment, operator, fuel and the supply and service of portable toilets with approximate commencement date being one week prior to the May long weekend and the approximate end date being the second week of October after the Thanksgiving long weekend. The RM will notify the contractor of the exact delivery and pick up dates.

### SECTION I - INSTRUCTION TO BIDDERS

#### 1. SUBMISSION OF TENDERS

Each Tender must be submitted in a sealed envelope to:

Rural Municipality of Gimli  
PO Box 1246, 62 2<sup>nd</sup> Avenue  
Gimli, MB R0C 1B0  
Attention: Ron Hahlweg, Director of Operations

The outside of each envelope must be clearly labeled, "**RFT 2024-09 Portable Toilet Rental submitted by: \_\_\_\_\_**" by **Noon, May 1, 2024**. Late submissions will not be accepted.

The tender, including all sections, shall be submitted on separate forms provided. The bidder's legal status and business address shall be disclosed. The tender shall be signed by a duly authorized official and in the case of a corporation shall be sealed with the corporate seal.

#### 2. INQUIRIES

All inquiries prior to closing of tenders are to be directed to:

Karl Bergman  
Public Works Foreman  
Phone: (204) 642-6688  
Email: [publicworks@rmgimli.com](mailto:publicworks@rmgimli.com)

#### 3. EXAMINATION OF CENTRES

Prior to submitting Tender documents, all potential Bidders shall familiarize themselves with the extent of work expected, make themselves thoroughly acquainted with the requirements of the tender and obtain all information that may be necessary for the proper performance of the Contract.

#### 4. TENDER CLOSE

Bid submissions close at NOON, May 1, 2024. Late submissions will not be accepted.

#### 5. WITHDRAWAL OF TENDER

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A bidder shall be permitted to withdraw their tender unopened after it has been deposited if such request is received in writing by the Owner prior to the time specified for opening tenders.

### **6. OPENING TENDERS**

Tenders shall not be opened publicly. Bidders are welcome to attend the meeting of council at which the contract will be awarded.

### **7. ACCEPTANCE OF TENDERS**

The Owner reserves the right to reject any or all tenders, to waive irregularities and informalities at their discretion and to accept the tender which the Owner deems to be in its best interest. The lowest tender will not necessarily be accepted.

The Bidder agrees that their tender is open to acceptance and irrevocable for thirty (30) calendar days and that the Owner may, at any time within thirty (30) days of the date of the tender closing, accept this tender, whether any other tender has been accepted or not. The Owner reserves the right to negotiate at the time of acceptance, with the lowest bidder only, for a lower tender price, or for the removal from the tender of qualifying conditions, or both. No action of the Owner other than a written "Notice of Acceptance" with a Certified Resolution of Council shall constitute the acceptance of a tender.

### **8. BASIS OF TENDER**

Prices shall be deemed to include: (a) duty; (b) freight and cartage; (c) Federal and Provincial taxes [except the Goods and Services Tax (GST), which shall be extra where applicable] and all charges governmental or otherwise paid; (d) profit and all compensation which shall be due to the Contractor for the Work and all details necessarily connected with the completion of the Work and all risks and contingencies connected therewith, including, without restricting the generality of the foregoing, payment on account of fuel and environmental levy fees.

If a discrepancy is found between the 'Tender Bid' price & the 'GST' price, and the 'Total Bid Price,' the 'Tender Bid' price and the 'GST' price shall be considered as representing the intention of the bidder, and the Owner will recalculate the amount. The addition of the amounts will be corrected, and a corrected 'Total Bid Price' will be established.

### **9. CONTRACT COMMENCEMENT**

The Successful Bidder will be notified in writing by the RM of Gimli to award the contract. Depending on actual weather conditions, the date of supplying will be May 13<sup>th</sup>. The Contractor will be provided a minimum of 7 days' notice for actual starting week.

### **10. CONTRACT COMPLETION**

The Contractor shall complete the entire project in accordance with the specifications referred to herein. The Contractor shall complete all work in a good and worker-like manner. Completion date is on or before **October 18, 2024**, weather permitting.

### **11. ADDENDA**

Addenda, bulletins, or corrections issued during the Tender are to be included in the Tender and shall become part of the Contract. Addenda's will be posted on the municipal website – [www.gimli.ca](http://www.gimli.ca) and available at the

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municipal office and on MERX. It is the bidder's responsibility to check for addendums on either RM website or MERX.

### **12. PRICES AND PAYMENT**

The Bidder shall provide **separate** Tender Bid amounts for the work identified in Section II Quotation Form. The work shall be paid on a monthly basis. The units to be measured and paid for shall be as identified on Section II Tender Form. The unit price shall exclude the Goods and Services Tax, which shall be an extra *where applicable* in the unit priced.

Any work required that does not have a unit price will be considered an extra. All extra work is to be agreed upon and understood in writing before the said extra work commences.

The owner may order changes in work through additions, deletions, modifications, or variations without invalidating the contract. Additional units may be requested at the owners discretion and will be supplied by the contractor at the unit price provided in the Quotation Form.

The Contractor may, in writing, propose changes in the work. If the Owner accepts the Contractor's proposal, the Owner and the Contractor will authorize a Change Order to that effect.

No changes in the contract price or time shall be made unless pursuant to a Change Order agreed to in writing by the Owner and the Contractor.

The Bidder shall provide a price for each item of work identified in Section II Bid Quotation Form.

### **13. DISCREPENIES, OMISSIONS**

Prospective bidders finding discrepancies in, or omissions from, the tender documents, or having any doubt as to the meaning or intent of any part thereof, should at once notify the Contract Administrator, who will send written instructions or explanations.

### **14. INSURANCE**

The Contractor shall, at no cost to the Municipality, adequately carry insurance for the portable toilet units and for all vehicles used and required to perform the work. Evidence of coverage must be provided to the Municipality prior to commencing work.

The Contractor must obtain Comprehensive General Public Liability coverage with limits of \$2,000,000.00 per occurrence or incident. The policy must name the Rural Municipality of Gimli as an additional insurer in respect of all matters associated with the contract and will protect the Municipality in respect of all claims arising directly or indirectly because of the contract. Coverage must include bodily injury, death, and property damage, including loss of use thereof and shall not have a deductible that exceeds \$500.00. Before the Contractor starts work for the Municipality, a Certificate of Insurance must be provided to them. Before such coverage is terminated, the insurer must notify the Municipality of the date of termination. Upon renewal of the policy, the insurer will provide an updated Certificate to the Municipality.

### **15. DAMAGE CLAIMS**



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The Director of Operations or their designated person will investigate all claims for damage. The decision of the Owner's representative as to whether damage was foreseeable or unforeseeable shall be final and binding upon the Contractor.

Where damage is caused to private property, the contractor shall promptly supply the RM of Gimli specific information as to dates, time, location, type of equipment and other related information as requested by the Municipality, to assist in determining responsibility.

### **16. OVERTIME AND HOLIDAYS**

The Contractor may be asked or required to perform extended shifts and to perform on holidays. The Contractor shall not be entitled to overtime rates in either case. The Contractor will not receive any other rate other than the unit price tendered. Any overtime premium paid to the employee(s) of the Contractor is the sole responsibility of the Contractor. Notwithstanding that the Contractor may be required by law to pay an overtime premium to their employees.

### **17. SAFETY REQUIREMENTS**

The Contractor shall maintain all equipment in good working order and shall perform all obligations expressed and implied in this Tender, in a good, safe and workmanlike manner. All work shall be carried out in accordance with the safety requirements set forth in the latest revision of the Workplace Safety & Health Act W210 and the Workplace Safety and Health Regulation 217/2006. The Contractor shall provide proof of Worker's Compensation coverage within seven (7) calendar days from the date of award of contract, and prior to commencement of said contract.

### **18. QUALIFICATIONS**

Each Bidder shall be prepared to submit the following information, on request of the Owner:

- i) Proof that he/she is incorporated or authorized to do business in Manitoba.
- ii) Proof of a valid Business License or Business Tax with the RM of Gimli.
- iii) Proof that he/she is financially capable of carrying out the Contract's terms.
- iv) Proof that he/she has successfully carried out Work, similar in nature, scope, and value, or is fully capable of performing the Work required to be done in accordance with the terms of this Contract.
- v) Proof that their Sub-contractors (if applicable) have successfully carried out Work, similar in nature, scope, or value, or is fully capable of performing the Work required to be done in accordance with the terms of this Contract.
- vi) Proof that Workers Compensation is in good standing and covers all persons who will be undertaking the Work or any portion thereof.
- vii) Proof of Insurance for at least \$2,000,000.00.

Such other pertinent data may be required by the Contract Administrator.

Bidders shall provide, on request of the Contract Administrator, full access to any of the Bidder's facilities to evaluate the Bidder's ability to perform the Work.

The Bidder shall complete the Qualification Form, giving a list of previously completed work, similar in nature, scope, and value, in sufficient detail to demonstrate their qualifications to undertake this Work.

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### **19. SUBCONTRACTING**

Subcontracting is not permitted for this Contract.

### **20. UTILITIES**

If required; it is the Contractor's responsibility to understand any implications underground or overhead utility lines or cables may represent and any additional cost due to any implications posed by these utilities shall be borne entirely by the Contractor.

### **21. WARRANTY**

The Contractor shall, at their sole cost and expense, maintain all portable toilet units against any defects or deficiencies for the entire period stated by the Contractor in Section II Bid Quotation Form.

Unless otherwise specified, the warranty shall include the following as a minimum:

- i) Repair and/or replace all defects in any part (materials and/or workmanship) of the portable toilet unit.

### **22. CONTRACTOR RESPONSIBILITIES**

For maintenance, servicing, and repair contracts other than multi-employer construction projects described above, the person arranging for a contracted service on behalf the R.M. of Gimli will be responsible for monitoring the safety of the contractor's operations, orienting the contractor to the municipality's facilities and the safety requirements which are applicable to the area in which they are working. Contractors are responsible for the safety and health of their employees and operations and for working safely while performing contract work for the R.M. of Gimli.

All contractors will sign a Contractor Safety Agreement which confirms that the contractor will:

- i) Maintain Workers' Compensation Board coverage for the contractor employees assigned to work on the R.M. of Gimli property.
- ii) Meet the requirements of the Workplace Safety and Health Act and regulations and follow applicable policies and procedures established by the R.M. of Gimli.
- iii) Provide safe tools and equipment, all necessary personal protective equipment and first aid supplies required for contractor use.
- iv) Maintain work areas safely and correct unsafe working conditions as identified.
- v) Instruct all contract employees in safe work procedures and advise them of the hazards on the job and in the working environment.
- vi) Ensure all contract work is completed in a manner that does not jeopardize the safety of anyone in the construction zone (workers or the public).
- vii) Ensure the Controlled Products Inventory contains a complete listing of all controlled products brought onto the job site and used or stored on municipal property.

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- viii) Ensure that Material Safety Data Sheets are readily available for all controlled products on the Controlled Products Inventory described above.
- ix) Remove all hazardous and solid waste and debris resulting from the contract activity.

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### SECTION II – QUOTATION FORMS

### 2024 Rates

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	Monthly Rental/Unit	11 Units	\$	\$
2	Monthly Rental Service Frequency - Weekly/Unit	11 Units	\$	\$
3	July Long Weekend Daily Rental/Unit	2 Units	\$	\$
4	August Long Weekend Daily Rental/Unit	6 Units	\$	\$
5	July Long Weekend Service Frequency – Two/Day	2 Units	\$	\$
6	August Long Weekend Service Frequency – Three/Day	6 Units	\$	\$
<b>SUMMARY</b>				
	Subtotal of Items 1 to 6		Subtotal	
	GST 5%			
	Total Amount		Total	

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### Optional 2025 Rates

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	Monthly Rental/Unit	11 Units	\$	\$
2	Monthly Rental Service Frequency - Weekly/Unit	11 Units	\$	\$
3	July Long Weekend Daily Rental/Unit	2 Units	\$	\$
4	August Long Weekend Daily Rental/Unit	6 Units	\$	\$
5	July Long Weekend Service Frequency – Two/Day	2 Units	\$	\$
6	August Long Weekend Service Frequency – Three/Day	6 Units	\$	\$
<b>SUMMARY</b>				
Subtotal of Items 1 to 6			Subtotal	
GST 5%				
Total Amount			Total	

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### Optional 2026 Rates

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	Monthly Rental/Unit	11 Units	\$	\$
2	Monthly Rental Service Frequency - Weekly/Unit	11 Units	\$	\$
3	July Long Weekend Daily Rental/Unit	2 Units	\$	\$
4	August Long Weekend Daily Rental/Unit	6 Units	\$	\$
5	July Long Weekend Service Frequency – Two/Day	2 Units	\$	\$
6	August Long Weekend Service Frequency – Three/Day	6 Units	\$	\$
<b>SUMMARY</b>				
Subtotal of Items 1 to 6			Subtotal	
GST 5%				
Total Amount			Total	

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I/We, \_\_\_\_\_ the undersigned, having examined the invitation and instructions to Bidders and the contract documents for the required Works outlined in RFT 2024-09 Portable Toilet Rental Tender. We offer to provide the Works in conformity with the said documents and hereby agree to enter into an agreement according to the terms and conditions set out within this tender package, in consideration of the sum arrived at as may be ascertained in accordance with said documents.

**Contractor holds a valid Business License or Business Tax:**            **Yes**            **No**

**\$2,000,000 Liability Insurance (proof of documentation)**            **Yes**            **No**  
*(Contractor must report any changes to insurance, immediately, to the Municipality in writing)*

**Workers Compensation Number:** \_\_\_\_\_  
*(Contractors doing work for the municipality must be WCB compliant)*

\_\_\_\_\_  
SEAL OR WITNESS

\_\_\_\_\_  
BIDDER (Print)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BIDDER (Signature)

ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PHONE / FAX NUMBER: \_\_\_\_\_

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## SECTION III - BIDDERS QUALIFICATIONS

### STATEMENT OF EXPERIENCE IN SIMILAR WORK

Year	Description of Contract	For Whom Work Was Performed	Contact Name Contact Number	Value

\_\_\_\_\_  
Name of Bidder



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## SECTION IV - EQUIPMENT AND STAFFING SCHEDULE

Equipment required for Tender works: including those for Loading, Hauling, Excavating, etc.

Expected Crew size

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\_\_\_\_\_  
Name of Bidder

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### SCHEDULE A – PLACEMENT LOCATIONS

Placement	# of units	Monthly/daily rate	# of cleaning
Silver Harbour by the dock	2	Monthly	1/week
Spruce Sands by the Beach	1	Monthly	1/week
Glen Bay at the Park	1	Monthly	1/week
Lake Forrest Playground	1	Monthly	1/week
Loni Beach Tennis Courts	1	Monthly	1/week
Moonlight Bay Beach Entrance	2	Monthly	1/week
Stefanson Park in South Beach	1	Monthly	1/week
3 <sup>rd</sup> Ave Park in Sandy Hook	1	Monthly	1/week
Centennial Park by Willow Creek	1	Monthly	1/week
July Long Weekend (locations to be determined)	2	Daily	2/day
August Long Weekend (locations to be determined)	6	Daily	3/day