



## **THE MUNICIPALITY OF CENTRAL MANITOULIN**

**RFQ 2025-06**

### **TENDER FOR: Portable Toilet Rental and Municipal Tank Pump-Outs (5-year contract)**

Sealed quotes clearly marked as to contents will be received until:

**TENDERS CLOSE: AUGUST 28, 2025 AT 2:00 PM EDT**

DENISE DEFORGE  
THE MUNICIPALITY OF CENTRAL MANITOULIN  
6020 HWY 542, P.O. BOX 420  
MINDEMOYA, ON P0P 1S0

LATE TENDERS WILL NOT BE ACCEPTED  
ELECTRONICALLY TRANSMITTED SUBMISSIONS (E-MAIL ONLY) WILL BE ACCEPTED.

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## 1.0 TENDER SUMMARY FORM

**THIS PAGE MUST BE INCLUDED WITH THE TENDER SUBMISSION**

**1. RFQ 2025-06 CEN MAN SUPPLY, DELIVERY, MAINTENANCE AND SERVICE OF PORTABLE TOILETS AND SEPTIC TANK PUMP OUTS PER SCHEDULE A – PROJECT SPECIFICS**

PRICE (Portable Toilet Rentals Only): \$\_\_\_\_\_ (including any attachments as specified herein)

MUNICIPAL DISCOUNT (-) \$\_\_\_\_\_ (subtract value)

HST \$\_\_\_\_\_

**TOTAL ANNUAL CONTRACT PRICE 2025-2029** \$\_\_\_\_\_  
(Portable Toilet Rentals Only)

**DATE:** \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**PRINTED NAME OF SIGNING OFFICER:** \_\_\_\_\_

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

**CELL:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addenda:

**ADDENDUM # DATE RECEIVED**

# \_\_\_\_\_

# \_\_\_\_\_

☐ Check here if NO Addendum received.

## 2.0 DECLARATION BY TENDERER

### THIS PAGE MUST BE INCLUDED WITH THE TENDER SUBMISSION

I/we the Tenderer have carefully examined the Tender Document and understand and accept the conditions set out therein.

I/we, the Tenderer offer to furnish all labour, equipment, and material for the performance of the Work for the annual contract price set forth in the Tender, all in accordance with the Tender Documents.

This offer shall be irrevocable for a period of forty-five days following the date the Tender Closing.

DATED AT: \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
I have the authority to bind this company.

Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

### 3.0 INTRODUCTION & SCOPE OF WORK

The Municipality of Central Manitoulin is requesting quote submissions for the supply and delivery of **fully serviced and maintained portable toilet units and on-call septic tank pump-out services for Municipal septic tanks**. This RFQ is intended to secure a contract for a five (5) year period. The detailed specifications can be found in “Schedule A” - Project Specifics.

The Municipality of Central Manitoulin is located off the North Shore of Lake Huron on Manitoulin Island. The municipality is located approximately south central on Manitoulin Island. The Municipality is a single tier municipality, and as such is responsible for providing such services as fire protection, public works, water and wastewater, parks and recreation, building and planning and development control. The Municipality is serviced by Highway 542 and Highway 551.

### 4.0 INQUIRIES

#### **DEADLINE FOR QUESTIONS: THURSDAY, AUGUST 7, 2025 at 2:00 PM.**

Any and all inquiries concerning this Tender must be submitted in writing to the following Municipal representative (the “**Contact Person**”):

David Hillyard  
Facilities and Recreation Manager  
Dhillyard@centralmanitoulin.ca | 1-705-348-8100

Information that is offered by or obtained from sources other than the Contact Person, including any other representative of the Municipality, is not official, may be inaccurate, and may not be relied on in any way by any Bidder.

### 5.0 SCHEDULE OF EVENTS

**Issue Date** ----- Friday July 4, 2025  
**Deadline for Inquiries** ----- Thursday August 7, 2025 AT 2 PM.  
**Closing Date and Time** ----- Thursday August 28, 2025 AT 2 PM.  
**Review of Tenders**  
**by Property Committee** -----September, 2025.

### 6.0 DELIVERY OF TENDERS

Quotes will be received via Electronic Submission (email) to The Municipality of Central Manitoulin until **2:00pm, local time on Thursday August 28, 2025**. The submission deadline is the time that the submission is received and not sent by the sender. Confirmation of receipt can be requested by calling the Municipal Office at 705-377-5726.

Submissions shall be emailed to [dhillyard@centralmanitoulin.ca](mailto:dhillyard@centralmanitoulin.ca) with subject line: “**RFQ 2025-06 CEN MAN Portable Toilet Rental and Municipal Tank Pump-Outs**”.

## 7.0 WITHDRAWAL OR ALTERATION OF QUOTE

A bidder who has submitted a quote may submit a further quote at any time up to the specified time and date for the RFQ closing. The last quotes received shall supersede and invalidate all quotes previously submitted by that Bidder as it applies to this RFQ.

All quotes will be irrevocable for a period of forty-five (45) days after closing of the RFQ or until a Contract is signed with the successful Bidder, whichever comes first.

The proponent will not change the wording of its tender after closing and no words or comments will be added to the tender unless requested by the Municipality for purposes of clarification.

## 8.0 SIGNED BID TO BE CONSIDERED AN OFFER

Each proposal will be received with the understanding that the acceptance in writing by the Municipality of the offer to furnish all or any part of the commodities or services described therein shall constitute a contract between the Bidder and the Municipality.

The Bidder acknowledges that it has read this RFQ, and all addenda, in their entirety, and understand and agrees to be bound by its requirements and comply with all sections of the RFT contemplated herein as well as all other terms, conditions and Specifications stated within the RFQ, without qualification.

Upon acceptance of the bid, both parties hereto agree to do everything necessary to ensure that the terms of this agreement take effect.

No alterations or variations of the terms of the contract shall be valid or binding upon the Municipality unless authorized in writing.

## 9.0 ADDENDA

If a change to this quote is required, the change will be communicated by means of written addenda prior to the Closing Date and Time. Addenda will be posted on the Municipality's website at <http://www.centralmanitoulin.ca/administration/proposal-requests> and will be available, upon request, from the Contact Person.

It is the sole responsibility of Bidders to ensure that they have obtained, prior to the Closing Date and Time, all addenda issued by the Municipality. The Municipality assumes no responsibility for notifying individual Bidders of the existence of addenda.

Bidders must acknowledge receipt of all addenda on the Tender Form attached to this Tender package as "1.0 Tender Summary Form and Declaration by Tenderer". By submission of a Bid, the Bidder acknowledges receipt of any and all addenda issued by the Municipality.

## 10.0 ERRORS, OMISSIONS AND DISCREPANCIES

No oral interpretation shall be effective to modify any provisions of these quote documents. Any modification or clarification shall be written Addendum only issued by the Municipal Project Manager. The Addenda shall form part of the Tender Documents. Addenda will be posted on the Municipal website at: <https://www.centralmanitoulin.ca/our-government/bids-and-tenders/>.

The Municipality of Central Manitoulin has used considerable effort to ensure that the information presented herein reflects, with reasonable accuracy, the nature of the goods and/or services requested and its factual components. The information is supplied as a guideline for Bidders and may not be completely accurate, comprehensive, or exhaustive. The Municipality does not make any representation, warranty or guarantee as to the accuracy of the information contained herein. It is the Bidder's responsibility to avail itself of all necessary information to prepare a response to this RFQ. Nothing in the RFQ is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in the RFT. There will be no consideration of any claim, after submission of Tenders, that there is a misunderstanding with respect to the conditions imposed by the RFT or the Contract.

## 11.0 LIMITATION OF DAMAGES AND PROPONENTS' EXPENSES

The Bidder waives any claim, action or demand, however arising, whether in contract (including fundamental breach or breach of a fundamental term), tort (including negligence) or otherwise, or loss of profits, overhead expenses, liabilities, costs, expenses or other losses or damages incurred, sustained or suffered by themselves or any third party in connection with the acceptance or non-acceptance by the Municipality of any Tender, any delay in the acceptance of a Tender, or any other matters connected to the procurement or an subsequent negotiation process.

Proponents are solely responsible for their own expenses in preparing a tender and for expenses incurred for subsequent negotiations with the Municipality, if any.

## 12.0 CONFIDENTIALITY AND FREEDOM OF INFORMATION

All Tenders submitted to the Owner become the property of the Owner and as such, are subject to the "Municipal Freedom of Information and Protection of Privacy Act."

In addition, certain contractual information must be disclosed to Council, and accordingly may become part of the public record.

A Proponent receiving this RFT may not use, disclose, or duplicate it for any purpose other than to prepare a response. The Proponent shall keep the Municipality of Central Manitoulin data confidential and shall not disclose its content to any other party, other than to those internal employees or agents responsible for preparing a submission, without the prior written approval of the Municipality of Central Manitoulin.

Receipt of this RFT does not entitle the Proponent to associate its services with the Municipality of Central Manitoulin in any way, nor represents in any way that the Municipality of Central Manitoulin has employed or endorsed the Proponent's services. Any such association or endorsement being contemplated by the Proponent must receive the prior written approval of the Municipality of Central Manitoulin.

The submission of a tender indicates acceptance by the respondent of all the conditions contained in this Request for Tender unless clearly and specifically noted in the tender submitted and confirmed in the formal contract between the Municipality of Central Manitoulin and the Proponent. Deviations from the Request for Tender must be clearly identified in the written submission. Tenders are subject to a formal contract being negotiated, prepared and executed. The Municipality of Central Manitoulin reserves the right to negotiate the terms and conditions of the contract.

All correspondence, documentation and information provided to staff of the Municipality of Central Manitoulin by any proponent in connection with, or arising out of this RFT, and the submission of any Tender will become the property of the Municipality of Central Manitoulin and as such is subject to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), and may be released, pursuant to the Act. The Proponent's name at a minimum shall be made public upon request.

In-line with MFIPPA, Proponents are advised to identify in their Tender material, any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury. Any information in the Proponents' submissions that is not specifically identified as confidential will be treated as public information. All correspondence, documentation and information provided to the Evaluation Team may be reproduced for the purposes of evaluating the Proponents' submissions to this RFT.

### 13.0 CONFLICT OF INTEREST, BRIBERY OR FRAUD

Should any prospective Proponent or any of their agents give or offer any gratuity or to attempt to bribe any employee of The Owner, or to commit fraud, the Owner shall be at liberty to cancel the prospective Proponent's submission or Tender and to rely upon the Tender Surety submitted for compensation if applicable.

The Proponent agrees to be bound by the following requirements:

Except as identified in the tender or as specified in the Contract, the Proponent must certify in its tender:

- That no person either natural or body corporate, other than the Proponent, has or will have any interest or share in this tender or in the proposed contract, and
- There is no collusion or arrangement between the Proponent and any other Proponent(s) in connection with this project, and



- The Proponent has no knowledge of the contents of other tenders and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the tender.

Neither the Proponent, relative, close friend or any employee of the Proponent should have any direct or indirect interest in an entity that provides goods or services to the Project. Proponents participating in this RFT process shall disclose prior to entering into an agreement any potential conflict of interest. If such conflict does exist, the Municipality of Central Manitoulin may at its discretion withhold the award of a contract from the Proponent until the matter is resolved.

Neither, the Proponent, relative, close friend or any employee of the Proponent should offer or receive any entertainment, gifts, gratuities, discounts, commissions, fees or special services (gifts/donations), regardless of value, to or from any employee of the Municipality of Central Manitoulin, or to any consultant or contractor employed by the Municipality of Central Manitoulin, or to any real estate representative acting on behalf of the Municipality of Central Manitoulin. All Proponents shall report to the Municipality of Central Manitoulin any such attempts.

The Proponent chosen to provide service to the project shall continue to be bound by the foregoing prohibitions after the execution of a Contract agreement.

#### 14.0 PRICES AND TAX

Unless otherwise stipulated, all prices bid must be stated in Canadian funds and are to be quoted F.O.B. Harmonized Sales Tax (HST), and all other applicable taxes and fees shall be listed separately from the price(s) quoted on this tender at the rate in effect at time of bidding. No variation in Bid Price(s) shall be permitted after the closing date.

#### 15.0 RIGHT TO ACCEPT OR REJECT QUOTE

The Municipality reserves the right to reject any or all quotations or to accept any quotation should it be deemed in the best interest of the Corporation to do so. The Municipality reserves the right to reject all Tenders, whether whole or in part.

The Evaluation Team will review and evaluate all submissions to ensure they comply with the terms and conditions of the Tender Documents. Tenders that do not meet all the necessary criteria may be rejected without further consideration.

Tenders must be legible, submitted on the forms provided, signed by an authorized official of the bidding organization and the products on which the price is submitted must meet all the requirements of the specification and/or legislation.

## 16.0 REGULATION COMPLIANCE AND LEGISLATION

The Successful Proponent shall ensure all services and products provided in respect to this project are in accordance with and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation, including but not limited to:

- The Occupational Health and Safety Act and its regulations;
- The Workplace Safety & Insurance Act and its regulations;
- The Canadian Environmental Protection Act and its regulations;
- The Municipal Act and its regulations.

Any Contract resulting from this Request for Tender will be governed by and will be construed and interpreted in accordance with the laws of the Province of Ontario.

## 17.0 INSURANCE

The contractor shall maintain throughout the term of the contract the following insurance(s) with the Municipality named as additional insured. The Certificate(s) of Insurance must contain an endorsement indicating that the insurer agrees to provide at least thirty (30) days written notice to the Municipality in the event of cancellation, coverage reductions, or any other changes:

- a) General Liability Insurance from an insurer licensed in the province of Ontario, for FIVE (5) Million Dollars (\$5,000,000), per occurrence with an annual aggregate limit of no less than TEN (10) Million Dollars (\$10,000,000), to the Municipality against any liability for property damage or personal injury, negligence including death, which may arise from the Contractor's operations under this Contract. In addition, the Commercial General Liability shall contain Cross Liability and Severability Clauses, Products & Completed Operations and Standard non-owned automobile coverage including a standard contractual liability endorsement. The Corporation must be included as an "Additional Insured" on the contractor's relevant documents and must submit copy of same prior to commencement of work.. Failure to provide such proof shall result in cancellation of the Contract and forfeiture of the bid deposit.
- b) Automobile Liability Insurance: Ontario Standard Vehicle Liability Insurance from an insurer licensed in the province of Ontario, (for all licensed vehicles & equipment) for FIVE (5) Million Dollars (\$5,000,000.00), per occurrence for and against claims for bodily injury and/or property damage in respect of motor vehicles both owned or leased vehicles.
- c) Environmental Liability: \$2,000,000 Occurrence / \$4,000,000 Annual Aggregate limit

The Contractor shall obtain all permits, permissions, licenses and approvals required prior to starting the work if applicable. Approval copies shall be available to the Municipality if requested. The following documentation may be requested:

- A Certificate of Insurance which complies with the insurance requirements meeting requirements of this RFQ
- A WSIB clearance certificate;
- A copy of a valid Commercial Vehicle Operator's Registration (CVOR) and a copy of a current CVOR abstract;

- A copy of compliance with MECP regulations (ECA/CofA) as applicable for septic hauling operations.

It is the Contractor's obligation to notify the Municipality, within five (5) business days, if there are changes to any of the above and immediately if any of the above are cancelled or withdrawn by the issuing agency.

## 18.0 EVALUATION AND SELECTION

The Evaluation Team will review and evaluate all submissions to ensure they comply with the terms and conditions of the Proposal Documents. Proposals that do not meet all the necessary criteria will be rejected without further consideration.

## 19.0 BASIS OF REJECTION OF TENDER

Tenders not conforming to the following requirements may be disqualified:

- i.) Tender must be on form provided.
- ii.) Tender must be legible in ink by hand, by typewriter or by printer.
- iii.) Tender must be in the possession of the municipality by the closing date and time.
- iv.) Tender must be signed and sealed by an authorized official of the bidding organization. A joint tender must be signed and sealed by each company.
- v.) All items must be bid.
- vi.) Tender must not be restricted or modified in any way.
- vii.) The tender price shall be firm, and any price escalation clause shall render the tender unacceptable.
- viii.) Failure to complete the tender form and specifications will render the tender unacceptable.

## 20.0 AWARD

Consideration for award shall only be undertaken in relation to Proponents who are determined by the Municipality to have satisfied all the requirements. The Evaluation Committee hereby reserves the right, privilege, entitlement, and absolute discretion, and for any reason whatsoever to:

- i) Accept a Tender which is not the lowest Tender submission or reject a Tender that is the lowest Tender even if it is the only Tender received.
- ii) Accept the Tender deemed most favorable to address the scope of work.
- iii) Accept or reject all Tenders, whether in whole or in part;
- iv) Accept or reject any unbalanced, irregular, informal or incomplete Tenders; or
- v) Reject any Proponent who is involved in litigation with the Municipality of Central Manitoulin.

## 24.0 CANCELLATION

- i. In the event the successful Proponent does not comply with the specifications, terms and conditions, and scope of the Document, at any time throughout the duration of the Project, the Project shall be cancelled in accordance with the terms contained herein.
- ii. The Owner upon non-performance of Project terms may cancel the Project; however, in doing so, the Owner does not waive its right to rely upon any obligations or commitments agreed to by the

- Proponent as part of their Tender. The Proponent remains liable for the difference between the next acceptable Tender of goods and/or service Tender prices.
- iii. Where there is a question of non-performance, payment in whole or in part may be withheld at the discretion of the Owner. This action shall not prevent the Owner from taking early payment discounts otherwise applicable.
  - iv. The Municipality shall have the right to cancel at any time any project or any part of any project resulting from this Tender in respect to the goods, materials, articles, equipment, work or services, covered thereby, not delivered or performed by the specified time in the written document, without incurring any liability whatsoever in respect hereto. **“Time is of the essence”**.
  - v. **Force majeure** is causes beyond a party’s control, which are not avoidable by the exercise of reasonable foresight. Neither party shall be responsible for any delay or failure to perform its obligations under this agreement by reason of force majeure, including fire or other casualty, strike, order of a public authority, Act of God, or other cause beyond the reasonable control of such party, then such party shall be excused from such performance of the Contract for the duration of such cause. In the event such inability to perform shall continue longer than thirty (30) days, either party may terminate this agreement without further liability by giving written notice to the other party.

## 25.0 STATED DELIVERY TIMES AND DATES

The required season for the portable toilets is stated in *Schedule A – Project Specifications*. The proponent must confirm that they can meet these requirements and provide units for the stated period. By confirming to supply units for these specified dates, the successful submitter agrees to be bound those dates.

Failure to comply with all terms, specifications, requirements, conditions, and general provision of this quote, to the satisfaction of the Municipality shall be just cause for the cancellation of the awarded tender. The Municipality shall then have the right to award this contract to any other submitter or to re-issue the Tender. The Municipality shall assess against the submitter, any damages whatsoever as a result of the failure to perform.

## 26.0 NON-WAIVER

No condoning, excusing or overlooking by the Owner of any default, breach or non-observance by the Proponent at any time or times in respect of any provision herein contained shall operate as a waiver of the Owner's right hereunder in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the Owner herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Owner save only an express waiver in writing. Any Work completed by the Owner required by this agreement to be done by the Proponent shall not relieve the Proponent of his/her obligations to do that Work.

## 27.0 NON-ASSIGNMENT

The Proponent may assign neither this tender nor any Work to be performed under this tender or any part hereof without the prior written consent of the Owner. Such written consent,

however, shall not under any circumstances relieve the Proponent of his/her liabilities and obligations under this Tender and shall be within the sole and unfettered discretion of the Owner.

## 28.0 PERSONAL PROPERTY SECURITY ACT

The Proponent warrants that the goods/inventory/equipment being supplied to the Owner, are free and clear of all liens, charges, encumbrances, mortgages, hypothecations, copyright, patents, or any third-party statutory claims.

**SCHEDULE A – PROJECT SPECIFICS & PRICE FORM**  
**THIS PAGE MUST BE INCLUDED WITH THE QUOTE SUBMISSION**

**Portable Toilet - Annual Pricing**

**2025-2029 - Portable Toilet Rental Requirements Chart**

<b>Date Required</b>	<b>Location</b>	<b># of Units</b>	<b>Type</b>
June 1 – end of September	Stanley Park Beach	1	Accessible
May 1 – end of September	Mindemoya Ball Field	1	Accessible
May 1 – end of September	Mindemoya Purple Park	1	Regular
3 <sup>rd</sup> Week in May – Friday after Thanksgiving	Boat Ramp – Lake Kagawong (Perivale)	1	Accessible
3 <sup>rd</sup> Week in May – Friday after Thanksgiving	Sandfield Dam	1	Accessible
3 <sup>rd</sup> Week in May – Friday after Thanksgiving	Big Lake Boat Ramp	1	Accessible
June 1 – end of September	Hill Road beach - Mindemoya	1	Accessible
May 1 – approximately 10 weeks	Providence Bay Arena / Soccer Fields	1	Regular
3 <sup>rd</sup> Week in May – Friday after Thanksgiving	Wagg's Woods Trail – Parking Lot	1	Regular
July 1 <sup>st</sup> to September Long weekend	Mindemoya Pavillion/ Change House	1	Accessible

Total Annual Cost per year for year 2025 to 2029 (Tax excluded) \_\_\_\_\_  
HST \_\_\_\_\_

**Additional Units:**

Additional units may be required on an annual basis during the 5 year contract. Please also provide annual per unit cost for additional units, and the maximum number of additional units that can be added.

<b>Date Required</b>	<b>Location</b>	<b># of Units</b>	<b>Type</b>
May 16 – end of September	TBD – Additional unit	1	Accessible

Total Cost per year per additional unit requested (Tax excluded) \_\_\_\_\_  
HST \_\_\_\_\_

Maximum # of additional units that can be requested per year \_\_\_\_\_

Date Required	Location	# of Units	Type
Oct 1 to May 15	TBD – Additional unit	1	Accessible

Total Cost per year per additional unit requested (Tax excluded) \_\_\_\_\_

HST \_\_\_\_\_

Maximum # of additional units that can be requested per year \_\_\_\_\_

**Price for additional call-outs and Annual Service Plan (5pts):**

All units are to be supplied in good working order, uniformly painted, and with no major aesthetic or visual defects. All units are to be kept in good working order, functional, clean and free from visual defects for the duration of the contract. The Contractor shall be responsible for regular supervision and maintenance of all units for the duration of the contract. Each unit shall be serviced at minimum once per week. The cost of this shall be included in the annual price quoted above.

During peak weeks, additional service call-outs may be required and requested by the Municipality. Please provide a price for additional service call-outs as need:

Total cost per additional service call (tax excluded) \_\_\_\_\_

HST \_\_\_\_\_

Provide on a separate piece of paper details of the planned maintenance routine as part of the submission package. Include frequency of cleaning, pump-outs, supply replenishing and inspections as well as what day of the week the units are going to be serviced.

**Note:** Contractor must include guaranteed response time to emergency calls for cleaning / maintenance of Portable Toilets **(5 pts)**.

**Municipal Septic Tank Pumping Pricing (5pts):**

Septic tank pumping at various Municipal buildings will be an **on call** service. Proponents shall **include a separate sheet of with pricing per pump-out for all septic tank sizes.**

**Note:** Proponents must also include guaranteed response time for Septic Tank pump-out service on the **on the pricing sheet (5pts)**.

REFERENCES:

Name	Contact/Company	Description

Agent company name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_, 20\_\_\_\_