



## **REQUEST FOR PROPOSAL**

Notice is hereby given that the Bartlett Park District will receive proposals for portable toilet services for the 2018/2019 and 2019/2020 seasons.

Proposals must be delivered by noon on Wednesday, February 21, 2018 to the Bartlett Park District Administration Building, 696 West Stearns Road, Bartlett, Illinois 60103.

Questions may be directed to Kelly O'Brien, Superintendent of Parks and Planning by phone 630-540-4805, or e-mail at [Kobrien@bartlettparks.org](mailto:Kobrien@bartlettparks.org).

**PROPOSAL FORM**

**PROPOSAL TO:**

**Kelly O'Brien, Supt. of Parks & Planning  
Bartlett Park District  
696 West Stearns Road  
Bartlett, Illinois 60103**

**FOR: PORTABLE TOILET SERVICES**

**PROPOSAL FROM:**

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Company Name*

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_

**PHONE:**

\_\_\_\_\_

**FAX:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**THE UNDERSIGNED:**

1. **Acknowledges receipt of Addenda:**

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

2. **Agrees:** That this Proposal shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving Proposals.

3. **Contract Time:** The Contractor shall follow the PORTABLE TOILET SERVICES schedule required by the Contract.

4. **Rejection of Proposal:** The Park District reserves the right to reject and refuse any or all Proposals and to waive all informalities.

5. **Agrees:** To enter into and execute a Contract with the Bartlett Park District, if awarded on the basis of this Proposal.

**PROPOSAL FORM  
PORTABLE TOILET SERVICES**

Having carefully examined this Proposal Form, Sample Contract, Prevailing Wage Requirements - Exhibit 1, Insurance Requirements – Exhibit 2, Plans and Specifications, the undersigned hereby proposes to furnish all necessary material, labor, and specified insurance in accordance with the Specifications for the proposed unit prices of:

**YEAR ONE (APRIL 1, 2018 THRU MARCH 31, 2019)**

Standard Unit-Weekly Cleaning	\$ _____/month ea.
Standard Unit <b>w/sink</b> -Weekly Cleaning <b>April–October</b>	\$ _____/month ea.
Standard Unit <b>w/sink</b> -Weekly Cleaning <b>November–March (Winter)</b>	\$ _____/month ea.
Deluxe Unit-Weekly Cleaning	\$ _____/month ea.
Handicap Unit-Weekly Cleaning	\$ _____/month ea.
Additional Cleaning	\$ _____ ea.
Additional Services/Charges (List on separate sheet)	\$ _____

**YEAR TWO (APRIL 1, 2019 THRU MARCH 31, 2020)**

Standard Unit-Weekly Cleaning	\$ _____/month ea.
Standard Unit <b>w/sink</b> -Weekly Cleaning <b>April–October</b>	\$ _____/month ea.
Standard Unit <b>w/sink</b> -Weekly Cleaning <b>November–March (Winter)</b>	\$ _____/month ea.
Deluxe Unit-Weekly Cleaning	\$ _____/month ea.
Handicap Unit-Weekly Cleaning	\$ _____/month ea.
Additional Cleaning	\$ _____ ea.
Additional Services/Charges (List on separate sheet)	\$ _____

RESPECTFULLY SUBMITTED signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
*Contractor's Legal Signature*

ATTEST:

\_\_\_\_\_  
*Printed Name of Above*

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
*Title (Owner/Authorized Officer)*

(SEAL)

\_\_\_\_\_  
*Official Address*

\_\_\_\_\_  
*Telephone Number*

End of Proposal Form

**EXHIBIT NO. 1  
BARTLETT PARK DISTRICT  
PREVAILING WAGE DETERMINATION**

**FOR THE PAYMENT OF THE PREVAILING RATE OF HOURLY WAGES TO EMPLOYEES ON ANY CONTRACT, IN AND FOR THE BARTLETT PARK DISTRICT COOK, DUPAGE, AND KANE COUNTIES, ILLINOIS, PLEASE REFER TO THE FOLLOWING SITES:**

**Cook County –**

**<http://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/13-09sep/COUNTY.HTM>**

**DuPage County –**

**<http://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/13-09sep/COUNTY.HTM>**

**Kane County –**

**<http://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/13-09sep/COUNTY.HTM>**

## EXHIBIT NO. 2

### INDEMNIFICATION AND INSURANCE

#### 1. Indemnification.

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by the Park District. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Parties shall similarly protect, indemnify and hold and save harmless each other, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of breach of any of their obligations under, or default of, any provision of the Contract.

#### 2. Insurance and Bonds.

Contractor's Insurance Requirements. Contractor shall obtain insurance of the types and in the amounts listed below.

- a. **Commercial General and Umbrella Liability Insurance.** Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. The insurance company's liability shall not be reduced by the existence of such other insurance. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability from explosion, collapse, or underground property damage.
- b. **Continuing Completed Operations Liability Insurance.** Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the work. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured.
- c. **Business Auto and Umbrella Liability Insurance.** Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00

01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

- d. **Workers Compensation Insurance.** Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.
- e. **General Insurance Provisions.**
  1. **Evidence of Insurance.** Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to the Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested. Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.
  2. **Acceptability of Insurers.** For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.
  3. **Cross-Liability Coverage.** If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
  4. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owners, its officers, officials, employees, volunteers and agents or required to procure a bonds guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.
  5. **Subcontractors.** Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

## SPECIFICATIONS

1. All units to be serviced once per week
2. All units to be properly staked down
3. Portable toilet color: Dark Green
4. Contract is for two years beginning April 1, 2018 through March 31, 2020

# of Units	Type of Unit	Unit in place by	Remove unit after
1	Standard (Year Round)	April 1, 2018	March 31, 2020
1	Standard w/sink* (Year Round)	April 1, 2018	March 31, 2020
3	Handicap (Year One)	April 1, 2018	October 31, 2018
3	Handicap (Year Two)	April 1, 2019	October 31, 2019
13	Standard (Year One)	April 1, 2018	October 31, 2018
13	Standard (Year Two)	April 1, 2019	October 31, 2019
2	Deluxe (Year One)	1 - April 1, 2018; 1 - May 1, 2018	October 31, 2018
2	Deluxe (Year Two)	1 - April 1, 2019; 1 - May 1, 2019	October 31, 2019

The above is an example number of units requested for season.  
 The number of units and start up/removal dates are subject to change.  
 Additional units may be required for shorter periods of time as programs are added.

**Please complete the following questions:**

**A) \*Because sink cannot be serviced during winter months due to freezing temps, do you offer a lower rate for this unit from November through March?** Yes \_\_\_ No \_\_\_

Rate: \$ \_\_\_\_\_/month.

**B) If not our service day, is there extra charge to clean/switch out unit if tipped or vandalized?**

Yes \_\_\_ No \_\_\_ Charge: \$ \_\_\_\_\_ Comment: \_\_\_\_\_

**C) Is there a charge for extra cleaning for a special event?**

Yes \_\_\_ No \_\_\_ Charge: \$ \_\_\_\_\_ Comment: \_\_\_\_\_

**D) Is Dark Green color available for all units?** Yes \_\_\_ No \_\_\_

If no, what colors does your company offer? \_\_\_\_\_

**E) How do you invoice?** Calendar month \_\_\_\_\_ 28 days \_\_\_\_\_

**F) Do you require damage waivers?** Yes \_\_\_ No \_\_\_

**G) Are units serviced on a set weekly schedule?** Yes \_\_\_ No \_\_\_

**H) Are units staked at delivery?** Yes \_\_\_ No \_\_\_

**Additional Comments:** \_\_\_\_\_