

**REQUEST FOR PROPOSAL  
HOMEWOOD-FLOSSMOOR PARK DISTRICT  
PORTABLE TOILET SERVICE**

**I. Introduction**

The Homewood-Flossmoor Park District is seeking proposals for portable toilet service for the 2019 season.

**II. Project Description/Locations**

Portable toilet service at the following three locations:

- Extreme Scene Skate Park, 18350 Harwood Avenue, Homewood
  - April 1 – October 31
  - One handicap washroom
  - Cleaned once each week
  
- Patriots Park, 187<sup>th</sup> Street and Center Avenue, Homewood
  - April 1 – October 31
  - One handicap and one standard washroom
  - Cleaned twice each week
  
- Millennium Park, 18600 Harwood Avenue, Homewood
  - April 1 – October 31
  - One handicap and one standard washroom
  - Cleaned twice each week in April, May, September, October
  - Cleaned three times each week in June, July, August
  
- Irwin Park, 18120 S. Highland Avenue, Homewood
  - Summer Special Events:
    - Thursday, June 13 – Starry Nights Concert
    - Sunday, June 23 – “A Seat at the Table” 50<sup>th</sup> Anniversary Celebration
    - Wednesday, July 3 – Starry Nights Concert
    - Thursday, July 18 – Starry Nights Concert
    - Friday, August 2 – Brew & View
  - Delivered by 1:00 p.m. and picked up the following day by 10:00 a.m.
  - One handicap and three standard washrooms
  - One hand wash station
  
- Coyote Run Golf Course, 800 Kedzie Avenue, Homewood
  - April 1 – November 30
  - Two standard washrooms
  - Cleaned once a week

**III. General Conditions and Requirements**

This request for proposal (RFP) is only an invitation to submit a proposal and does not commit the park district in any way to enter into a contract for portable toilet service. In addition, the RFP does not obligate the Park District to pay any costs incurred by any respondent in conjunction with the preparation of a response to this request.

The following provisions, without limitation, apply:

- A) Contractor will submit monthly invoices for payment, which will be paid according to the Park District's established payment procedure.
- B) Contractor shall at all times observe and comply with all Federal, State, and Local laws, regulations and ordinances which in any manner affect the conduct of the work, including, but not limited to the following: (a) the Drug Free Workplace Act (30 ILCS 580/1 et seq.); (b) the Illinois Human Rights Act (775 ILCS 5-101 et seq.) and will have in place a no-harassment policy pursuant to said Act; (c) the Homewood-Flossmoor Park District Ethics Ordinance #466; (d) the United States Equal Employment Opportunity Act. Any complaint, claim or action brought against the Contractor for failing to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of the Contractor and shall in no way extend to or expose the Owner liability and the Contractor shall indemnify and hold harmless the Owner from any and all such complaints, claims, or actions. All equipment and services shall conform and comply with the requirements of the building ordinances and rules and regulations of all departments and bureaus of the county, city and state having lawful jurisdiction.

Documents submitted in response to the RFP become the exclusive property of the Park District and are accordingly considered public records under the Freedom of Information Act. The Act specifically exempts disclosure of proposals until a final award is made.

The Park District expressly reserves the right at any time and from time to time, for its own convenience, and without notice to do any or all of the following:

- Waive or correct any defect or technical error in any response, proposal, or proposal procedure, as part of the RFP or any subsequent negotiation process.
- Reject any and all proposals, with or without cause, and without obligation to indicate any reason for such rejection.
- Modify the selection procedure, the scope of the proposed license, minimum requirements, or the required responses.
- Negotiate with any, all, or none of the respondents to the RFP.

#### **IV. Qualifications**

The selected firm will demonstrate a proven record in providing comparable services.

- A) Provide five (5) acceptable references. List your experiences dealing with similar service.
- B) Insurance Requirements for Contractors – Attention is directed to the insurance requirements below. It is highly recommended that companies confer with their respective insurance carriers or brokers to determine in advance of proposal submission, the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall obtain insurance of the types and in the amounts listed below.

1. 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. Any insurance or self-insurance maintained by Owner shall be excess of the Contractor's insurance and shall not contribute with it. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

2. 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's completed work equivalent to that provided under ISO form CG 00 01.
3. 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.
4. 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.
5. General Insurance Provisions:
  - i. 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 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 the required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with a 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 Owners written request for said copies.

- ii. 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.
  - iii. Cross-Liability Coverage. If Contractor's liability policies do not contain the standard ISO separation of insured's' provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
  - iv. 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 Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.
  - v. 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.
6. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and their 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 there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, 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 caused in part by a party indemnified hereunder. 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. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, 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 Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

**V. Response to the Request**

Questions concerning this request must be directed to Doug Boehm, Superintendent of Parks and Planning, at 708-957-0280.

**Interested companies must respond to this request no later than Friday, January 4, 2019 at 12 noon.**

Proposals should be directed to:

Doug Boehm, Superintendent of Parks & Planning  
Homewood-Flossmoor Park District  
3301 Flossmoor Road  
Flossmoor, IL 60422  
708-957-0280 phone  
708-647-0425 fax  
[dboehm@hfparks.com](mailto:dboehm@hfparks.com)

**Company Information**

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

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

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

**Fax:** \_\_\_\_\_

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

**Contact Name:** \_\_\_\_\_

**Contact Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Request for Proposal Sheet**

Company Name: \_\_\_\_\_

1) **Monthly cost** to provide and clean portable toilet as outlined at Extreme Scene Skate Park:

\_\_\_\_\_

2) **Monthly cost** to provide and clean portable toilets as outlined at Patriot’s Park:

\_\_\_\_\_

3) **Monthly cost** (April, May, September, October) to provide and clean portable toilets twice a week as outlined at Millennium Park:

\_\_\_\_\_

4) **Monthly cost** (June, July, August) to provide and clean portable toilets three times a week as outlined at Millennium Park:

\_\_\_\_\_

5) **Single date cost** to provide portable toilets as outlined for each Summer Special Event at Irwin Park (5 total):

\_\_\_\_\_

6) **Monthly cost** to provide and clean portable toilets as outlined at Coyote Run Golf Course:

\_\_\_\_\_

7) Cost for additional cleaning if needed:

\_\_\_\_\_

8) Any additional charges or expenses we should know about?

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