

Champaign Park District: Request for Bids for Rental of Portable Toilets

SECTION I. INSTRUCTIONS TO BIDDERS

- 1.01 Invitation to Submit Bid: The Champaign Park District (Park District) is requesting bids for rental of portable toilets (porta potty(ies)) for various special events and programs for a three-year agreement with an option to renew for an additional one-year term.
- 1.02 Due Date : Sealed bids shall be delivered or mailed to **Jameel Jones, Champaign Park District, 706 Kenwood Road, Champaign, Illinois 61821, on or before 10 a.m. prevailing time on Tuesday, April 4, 2022** at which time bids will be opened and publicly read aloud. Late bids and facsimile copies will not be accepted.
- 1.03 Bid Understanding: By submitting a bid, the bidder submitting the bid agrees and assures that the specifications are adequate, and the bidder submitting the bid accepts the terms and conditions, specifications and requirements of work herein. Failure to do so will be at the risk of the contractor submitting the bid and they cannot secure relief on the pleas of error. Any exceptions must be noted in your response.
- 1.04 Preparation of Bid: All bids shall be submitted on the bid forms and accompanied by requested information and the Park District Commitment to Engage in Affirmative Action Practices forms. All blank spaces shall be properly filled in, in ink or typewritten, in both words and figures, and with no other conditions, changes, erasures or interlineations. Bids shall be signed and executed by a principal duly authorized to make contracts.

Bids shall be enclosed in an envelope sealed and clearly marked with the words: "**SEALED BID : 2022-2025 PORTABLE TOILETS.**" The bidder shall put their name and address on the outside of the envelope. The Park District shall not be responsible for the premature opening of bid envelopes, which are not properly filled out in accordance with the instructions.
- 1.07 Award: The Park District will award the bid to the lowest responsible bidder. The Park District reserves the right to reject any and all bids, waive technicalities and irregularities and/or to award the contract only to a bidder who is equipped, competent and experienced in the class of work and whose bid is deemed to be advantageous to the interests of the Park District.
- 1.08 Rejection of Bids: The Park District reserves the right to reject any and all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the Park District as determined in its sole discretion. The Park District reserves the right to reject the bid of any contractor who previously failed to perform adequately for the Park District. The Park District reserves the right to waive minor irregularities and technicalities. A bid may be rejected if it is in any way deemed to be incomplete or irregular.
- 1:10 Withdrawal: Bidder may make a written request to modify or withdraw the offer at any time prior to the opening. Bids may not be modified or withdrawn after bid opening. Withdrawal of bids will be allowed if award of contract has been delayed more than 60 days, after date of actual bid opening.
- 1.11 Inquiries: Questions and comments regarding this solicitation should be directed to **Jameel Jones, Director of Recreation by calling 217-819-3907**. Written answers to questions of a general nature or which would affect the solicitation will be provided to all eligible bidders. Only written answers to the questions shall be binding.
- 1.12 Compliance with Ordinances and Statutes and Notice of Special Conditions: Every bidder shall comply with the requirements of the Affirmative Action Regulations of the Park District and must ensure that any subcontractor used comply with all statutory requirements pertaining to Prevailing Wages, Illinois Fair Employment Act, Equal Opportunity regulations and other State aid regulations applicable to the contract.

SECTION II. GENERAL INFORMATION

- 2.01 Definitions: *Owner* shall mean the Park District. *Contractor* shall mean party of the second part to this contract, acting directly or through their or its legal representative(s) or agent(s). *Subcontractor* shall mean persons, firms or corporations having a direct contract with the contractor, and those who contract to furnish labor or labor and materials at the site of the project.
- 2.02 Contract Documents: If a separate contract is not written, the contract entered into by the parties shall consist of the Request for Bid, the signed bid submitted by the Contractor, the specifications including all modifications thereof, and a purchase order requiring signatures of the Park District and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.03 Contract Modification and Amendment: The parties may adjust the specific terms of this contract (except pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Park District. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.04 Cancellation/Termination: If the Contractor defaults in its agreement to the Park District's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the Park District shall promptly notify the contractor of such default and the Park District may take whatever action it deems necessary to provide alternative services and may, at its option, immediately cancel this contract with written notice. Except for such cancellation for cause by the Park District, either the Park District or the Contractor may terminate this Contract by giving thirty-(30) day's advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods and services per the terms of the contract, during the notification period.
- 2.05 Equal Opportunity: In the execution of the contract, the Contractor and all subcontractors agree, consistent with Park District policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request.
- 2.06 Assignment and Subcontracts: The Contractor shall not assign this contract or any part thereof without written consent of Owner, nor shall the Contractor award any work under this contract to any subcontractor without prior written approval from the Executive Director or the Director of Recreation. Nothing contained in the contract documents shall create a contractual relation between any subcontractor and the Owner.
- 2.07 Indemnification: The Contractor shall indemnify, defend and hold harmless Park District and any of its **commissioners, officers, employees, agents, representatives, and volunteers** from and against any and all liability, loss, costs, causes of actions, demands, attorneys fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against Park District that arises solely from an act, failure or omission on the part of the Contractor, or any of its directors, officers, employees, agents and representatives in carrying out of the terms of this Agreement.

Champaign Park District: Request for Bids for Rental of Portable Toilets

2.08 Insurance:

Contractor shall keep in full force and effect at all times during this Agreement a comprehensive general liability insurance policy, with contractual liability coverage, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate together with property damage insurance of not less than \$1,000,000. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to Park District. All insurance coverage provided by Contractor shall be primary insurance as to Park District. Any insurance or self-insurance maintained by Park District shall be in excess of Contractors' insurance and shall not contribute with it. **The Park District, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insured's under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insured's, and shall contain appropriate extensions or riders necessary to assure coverage.** The policy shall not be cancelled or amended without at least ten (10) days prior written notice having been given to the Park District. Cancellation of any such coverage without a substitute policy containing the required coverage's being put in force, shall be grounds for the Park District to immediately terminate this Agreement with no further rights afforded Contractor. At its option, Park District may continue such insurance at its cost and obtain reimbursement and repayment thereof from Contractor. In such event, Contractor shall pay the amount due within ten (10) days of payment by Park District. The Parties acknowledge that Contractor may from time to time change insurers; provided that, the Park District shall be provided with a certificate of such insurance otherwise conforming to and in compliance with the terms hereof, promptly upon such change.

Provide a certificate of such insurance as may be applicable from time to time, listed below, at the time Agreement is signed and annually thereafter. Note that all limits of liability for insurance shall be not less than the following amounts, and must be greater where required by other laws or regulations and must be insured on an "occurrence" basis and not on a "claims made" basis:

Contractor shall maintain in effect at its sole expense the following insurance applicable to the work performed hereunder:

- (a) Workers' Compensation:
 - State Statutory
 - Applicable Federal Statutory
 - **Must show policy number on certificate of insurance if workman's compensation is provided.**

- (b) Comprehensive General Liability:
 - General Liability: 1,000,000 each occurrence (including completed operation and products liability)
 - Property Damage: \$1,000,000 each occurrence
 - General Aggregate: \$2,000,000 or a combined single limit of \$2,000,000
 - Property damage liability insurance will provide Explosion, Collapse and underground coverages where applicable.

- (c) Contractual Liability (Hold Harmless Coverage):
 - Bodily Injury: \$1,000,000
 - Property Damage: \$1,000,000 each occurrence
 - Annual Aggregate: \$2,000,000 each occurrence

- (c) Comprehensive Automobile Liability:

Champaign Park District: Request for Bids for Rental of Portable Toilets

- Bodily Injury: \$1,000, 000 Per Person and \$1,000,000 Per Accident
- Property Damage: \$500,000 each occurrence or combined single limit of \$500,000

The Park District, its officers, agents and employees are to be covered and named as additional insureds under the General Liability coverage and shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a “contractual liability” clause.

Prior to beginning work, Contractor shall furnish the Park District with 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 Park District prior to cancellation or material change of any insurance referred to therein. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from the evidence that is provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and satisfactory to the Park District at its sole discretion.

All insurance coverage provided by the Contractor shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Contractors and shall not contribute to it.

- 2.09 Bid Rigging or Bid Rotating: The bidder by affixing his or her signature to the bid, certifies that it has not been barred from being awarded a contract with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating).
- 2.10 Sexual Harassment Policy: Contractor certifies that it has a written sexual harassment policy that includes the following information:
- a. The illegality of sexual harassment.
 - b. The definition of sexual harassment under State Law.
 - c. A description of sexual harassment utilizing examples.
 - d. The Contractors internal complaint process including penalties.
 - e. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Equal Employment Opportunity Commission.
 - f. Protection against retaliation against a person because he or she has opposed that which he or she reasonably and in good faith believes to be sexual harassment or because he or she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceedings or hearing under the Illinois Human Rights Act or any other civil rights statute.

A copy of the policies shall be provided to the Park District upon request.

- 2.11 Protest: If bidder objects to any provision of the bid, believes it improperly rejected your offer, or believes the selected offer is not in the Park District’s best interests, bidder may submit a written protest within five (5) days after the opening. Owner will consider only written protests that are properly and timely filed with the Park District. Owner will issue a written decision and that decision is final.

SECTION III. SCOPE OF SERVICES AND TERMS AND CONDITIONS

3.01 Contractor Requirements:

- Vendor agrees to staff the porta potties trailers during special events (Flannel Fest and CU Days) and empty, clean, and stock them as needed throughout the duration of the events.
- Vendor shall clean porta potties on a regular basis. Each porta potty shall display a record of service clearly identifying date of service.
- Vendor shall service porta potties on a weekly basis, more frequently if needed. Minor repairs of units shall be made on site when possible. Any unit which cannot be repaired on site must be exchanged within 48 hours.
- Vendor will be responsible for keeping the porta potties furnished with all necessary supplies(e.g., toilet paper, soap, and deodorizers).
- Porta potties shall be on a level ground at each location. Units will be anchored, at the expense of Vendor, where necessary.
- The exact location of the porta potties at each area shall be as mutually agreed upon by the Director of Recreation, Special Events Manager or designee and Vendor.
- Units which have been overturned shall be righted by the Vendor at no charge to the Owner.
- Owner assumes no responsibility for any damage or destruction that may occur to the Vendor's equipment or supplies, and shall be held blameless for any vandalism that may occur.

3.02 Term of Agreement: The term of the agreement shall be for a firm, fixed price for a three (3) year period, from May 1, 2022 through April 30, 2025. The agreement may be renewed for an additional one (1) year period term upon agreement by both parties. Negotiations may be initiated by the Park District no later than 90 days prior to the termination of the current agreement.

3.03 Prices: After the initial three (3) year period, any requests for price adjustment must be submitted ninety (90) days prior to the contract renewal date.

3.04 Taxes: The Park District is exempt from any taxes imposed by State and/or Federal Government. Exemption certificates will be provided upon request.

3.05 Payments: Contractor shall submit invoice to the Park District by the 1st Friday of the month. Invoice must include the Purchase Order number. Payment will be monthly after Board approval of the bills, which is the 2nd Wednesday of each month.

3.06 Appropriation Contingency: The Vendor and the Park District recognize that the continuation of any contract after the close of any given fiscal year of the Park District which fiscal year ends on April 30 of each year, shall be subject to approval of the budget of the Park District providing for or covering such contract item as an expenditure therein. The Park District does not represent that said budget item will be actually adopted, said determination being the determination of the Board of Park Commissioners at the time of the adoption of the budget.

Champaign Park District: Request for Bids for Rental of Portable Toilets

- 3.07 Quantities: The quantities shown on the bid form are approximate only. The contract shall cover the actual needs of the Park District regardless of whether they are more or less than the quantities shown.
- 3.08 Transportation Charges: Prices will be considered to include all charges for transportation, packaging, crates, containers, insurance, duty and brokerage charge, etc. necessary to complete delivery of an F.O.B. Destination basis.
- 3.09 Delivery: Notification for each delivery shall be made to: **Jameel Jones, Director of Recreation, or designee at 217-819-3907.**

Champaign Park District: Request for Bids for Rental of Portable Toilets

BID FORM

Bids must include ALL costs including transportation fees and service fees, pumping fees, staffing fees, and any other costs associated with the maintenance and upkeep of the toilets. The Contract will be awarded based on the total bid offered. Owner reserves the right to add or subtract total number of porta potties by giving seven (7) days advanced notice. **Dates shown are from May 1, 2022 to April 30, 2023.**

Boneyard Creek Community Day- Saturday, April 9th (Scott Park)

- One (1) Hand Washing Station \$ _____
- Two (2) ADA Accessible Porta Potty \$ _____

Eggstravaganza-Saturday, April 16th (West Side Park)

- Two (2) Hand Washing Station \$ _____
- Three (3) ADA Accessible Porta Potty \$ _____

Touch-a-truck – TBD Wednesday, May 18th (Centennial Park)

- One (1) Hand Washing Station \$ _____
- Two (2) ADA Accessible Porta Potty \$ _____

Jazz in the Park- Thursday, May 19th (Heritage Park)

- One (1) ADA Accessible Porta Potty \$ _____

Park Pursuit- Saturday, May 28th (Clark Park)

- One (1) ADA Accessible Porta Potty \$ _____

Kids Fishing Derby- Saturday, June 4th (Kaufman Lake House)

- One (1) ADA Accessible Porta Potty \$ _____

Streetfest- Saturday, June 11th (Neil/Church Downtown Champaign)

- Two (2) Hand Washing Station \$ _____
- Three (3) ADA Accessible Porta Potty \$ _____

Opening Celebration for Martens Center – June TBA

- Two (2) Hand Washing Station \$ _____
- Two (2) ADA Accessible Porta Potty \$ _____

Jazz in the Park- Thursday, June 16th (Porter Park)

- One (1) ADA Accessible Porta Potty \$ _____

Park Pursuit- Saturday, June 25th (Spaulding Park)

- One (1) ADA Accessible Porta Potty \$ _____

Streetfest- Saturday, July 9th (Walnut/University Downtown Champaign)

- Two (2) Hand Washing Station \$ _____
- Three (3) ADA Accessible Porta Potty \$ _____

Jazz in the Park- Thursday, July 14th (Morrissey Park)

- One (1) ADA Accessible Porta Potty \$ _____

Park Pursuit- Saturday, July 30th (TBD)

- One (1) ADA Accessible Porta Potty \$ _____

CU Days – Friday August 12- Saturday August 13 (Douglass Park)

- One (1) ADA Accessible Porta Potty \$ _____

Champaign Park District: Request for Bids for Rental of Portable Toilets

- Three (3) Standard Porta Potty \$ _____
 - Four (4) Handwashing Stations (*one at each potty*) \$ _____
- Downtown Festival of the Arts- Saturday, August 20th (West Side Park)**
- Three (3) Hand Washing Station \$ _____
 - Four (4) ADA Accessible Porta Potty \$ _____
- Gospel Jazz Fest – TBD (Hessel Park)**
- One (1) ADA Accessible Porta Potty \$ _____
- Flannel Fest – Thursday-Sunday, October 13th-16th (Centennial Park)**
- Six (6) ADA Accessible Porta Potty \$ _____
 - Ten (10) Standard Porta Potty \$ _____
 - Four (4) Handwashing Stations \$ _____
- Cupcake 5k – November 6 (TBA)**
- Three (2) ADA Accessible Porta Potty \$ _____
 - Three (3) Standard Porta Potty \$ _____
- Lindsay Tennis Courts- (March 1-October 31) (Used for outdoor/summer tennis classes/lessons)**
- One (1) ADA Accessible Porta Potty \$ _____
- Kenwest Tee Ball – (May 1- August 31) (Centennial Park)**
- One (1) ADA Accessible Porta Potty \$ _____
- Kaufman Lake – TBD (Kaufman Park)**
- One (1) ADA Accessible Porta Potty \$ _____
- Skatepark –TBD (Spalding Park)**
- One (1) ADA Accessible Porta Potty \$ _____
- Spaulding Tennis Court (August 1-October 31)**
- One (1) ADA Accessible Porta Potty \$ _____
- Morrissey Tennis Court (March 1- October 31)**
- One (1) ADA Accessible Porta Potty \$ _____
- Sunset Ridge Park -TBD(Skate Park Area)**
- One (1) ADA Accessible Porta Potty \$ _____
- Porter Family Park – TBD (Porter Family Park)**
- One (1) ADA Accessible Porta Potty \$ _____
- Dexter Softball – May 4 – July 20 (Dexter Park)**
- One (1) ADA Accessible Porta Potty \$ _____
- Eddie Albert Gardens – TBD (Dodds Park)**
- One (1) ADA Accessible Porta Potty \$ _____
- Prairie Farm – May 1- August 15 (Prairie Farm)**
- One (1) ADA Accessible Porta Potty \$ _____
- Dodds Soccer – TBD**
- Two (2) ADA Accessible Porta Potty \$ _____
- Dog Park – (Dog Park) Year-Round**
- One (1) ADA Accessible Porta Potty \$ _____

Champaign Park District: Request for Bids for Rental of Portable Toilets

Frozen 5K – January 13 2023 (Hessel Park)

- Two (2) Standard Porta Potty \$ _____
- Two (2) ADA Accessible Porta Potty \$ _____

Eisner Park- Year Round

- One (1) ADA Accessible Porta Potty \$ _____

Hessel Park – TBD

- One (1) ADA Accessible Porta Potty \$ _____

TOTAL BID AMOUNT \$ _____

Champaign Park District: Request for Bids for Rental of Portable Toilets

I hereby certify that I am duly authorized to sign as a representative for the vendor submitting the attached bid to the Champaign Park District, and that they have read, fully understand, and accept the items detailed in this bid.

Signed this _____ day of _____, 20____.

SUBMITTED BY:

Company

Address

Phone Fax

Authorized Agent (print or type)

Signature of Authorized Agent

SS or FEIN # _____

Champaign Park District: Request for Bids for Rental of Portable Toilets

COMMITMENT TO ENGAGE IN AFFIRMATIVE ACTION PRACTICES

A. The undersigned bidder/contractor/supplier/vendor understands and agrees:

It is the policy of _____ *(name of company)* that all applicants for employment and all employees be recruited, hired and assigned on the basis of merit without discrimination because of race, creed, color, national origin, sex, age or disability. The employment practices of this company have been and will continue to be such as to ensure that all employees are treated equally and that no distinctions are made in rates of pay, benefits or opportunities for advancement.

Therefore, employment of individuals, their assignment to jobs, their transfers and their promotions shall be determined by matching the requirements of an open position with the candidate's skills and qualifications without regard to race, creed, color, national origin, sex, age or disability.

All management and supervisory personnel shall continue to take positive action to ensure that all principles and objectives of the affirmative action program are complied with to carry out the provisions of the laws governing non-discrimination in employment.

B. The undersigned bidder/contractor/supplier/vendor understands and agrees: to submit to the Park District upon request written evidence of the effectiveness of the above-required practices, policies and goals.

C. The undersigned bidder/contractor/supplier/vendor understands and agrees: to submit to the Park District upon request statistical data concerning employee composition or membership composition by race, color, sex, age, disability and job description.

D. The undersigned bidder/contractor/supplier/vendor understands and agrees: to distribute copies of the above commitment (A) to all persons who participate in recruitment, screening, referral and selection of job applicants and prospective job applicants or members.

E. The undersigned bidder/contractor/supplier/vendor understands and agrees: to require any subcontractor to submit to the Park District a written commitment with who he/she contracts with in the amount of \$5,000.00/Sub-Contract or \$1,000.00/Supplier/Vendor (per purchase or in accumulated amount in any fiscal year of the Park District) or more to engage in Affirmative Action practices.

I certify that I have answered all the foregoing questions and provided all the foregoing information correctly and truthfully to the best of my knowledge and ability.

Signature of Authorized Agent

Date

Title

Telephone Number

All information provided the Champaign Park District will be held in strictest confidence.

Champaign Park District: Request for Bids for Rental of Portable Toilets

AFFIRMATIVE ACTION CONTRACTOR'S COMPLIANCE REPORT

Part I: Identification

1. Company's main office address: _____

Telephone: _____ Fax: _____
Federal employer's identification number: _____
2. In what capacity would the company do business with the Park District?
 Contractor Sub-contractor Vendor Supplier Other _____
3. Major activity of company (principal product or service). _____

4. Is the company presently pre-qualified to do business with the Park District or other local and/or state government?
 Yes No *If yes with what agency(ies)?* _____
- During the last 12 months has the company performed business with any governmental agency (i.e., federal, state, county, municipal, school districts, etc.)?
 Yes No *If yes with what agency(ies)?* _____

Part II: Policies and Practices

- A. Is the company's policy to recruit, hire, train, upgrade, promote and discipline persons without regard to race, color, religion, sex, national origin or ancestry, age or disability? Yes No
- B. Has the company developed a written affirmative action policy?
 Yes No *If yes, a copy of the policy shall be provided to the Park District upon request.*
- C. Does the company have an affirmative action officer or person responsible for affirmative action?
 Yes *If yes please complete.* No
- Name: _____
Title: _____
Telephone: _____
- C. Does the company have bargaining agreements with employee organizations?
 Yes No
- If yes, have such organizations been notified of the company's responsibility to comply with the Champaign Park District's affirmative action program?* Yes No

Champaign Park District: Request for Bids for Rental of Portable Toilets

Comments: _____

AFFIRMATIVE ACTION CONTRACTOR'S COMPLIANCE REPORT (CONTINUED)

E. Has the company notified all of its sub-contractors of their obligations to comply with the Champaign Park District's affirmative action program? Yes No

Comments: _____

Part III: Personnel Inventory

Occupations	Total Employment		Black		Hispanic		Other	
	Male	Female	Male	Female	Male	Female	Male	Female
Officials & Managers								
Professionals								
Technical								
Sales Workers								
Office & Clerical								
Crafts (skilled)								
Operatives (semi-skilled)								
Laborers (unskilled)								
Service Workers								
Apprentices (blue collar)								
On the job trainees (blue collar)								
On the job trainees (white collar)								
Totals								

The undersigned bidder/contractor/vendor/supplier has analyzed the workforce and submits the following workforce figures. The Champaign Park District will hold all information in the strictest confidence.

Above employee figures were obtained from: Visual check Employment records

 Signature of Authorized Agent

 Date

 Title

 Telephone Number