



CITY OF
URBANA

Invitation to Bid

and

GENERAL TERMS, CONDITIONS AND SPECIFICATIONS

NUISANCE REFUSE ABATEMENT SERVICE

ITB # 2122-09

ISSUED: August 19, 2021

PROPOSALS DUE:

Friday, September 10, 2021 by 2:00 pm
400 S Vine St.
Urbana, IL 61801

TERMS AND CONDITIONS

1. **Invitation to Bid**

The City of Urbana, Community Development Services Department, is seeking bids for removal of refuse and debris from properties that have failed to comply with City nuisance ordinances. If your company is interested in performing these services, you must submit a completed Pricing Worksheet with supplemental information before **2:00 p.m. Central time on Friday September 10, 2021 to 400 S Vine St., Urbana, IL 61801.**

2. **Intent**

The City intends to enter into one contract with a qualified and responsible vendor for services described herein, and accordingly is furnishing herein a set of specifications by which such bids shall be judged.

However, the City reserves the right to determine the acceptability or unacceptability, or to reject any subpart and/or all bids, or to negotiate the effects and costs of any such bids prior to reaching a decision on the awarding of a contract.

3. **Contract Term and Extensions**

If awarded, the successful bidder will be required to enter into a contract with the City of Urbana. The term of the contract shall be from September 13, 2021 to June 30, 2023. This contract may be extended by mutual agreement of the parties to such agreement from July 1, 2023 to June 30, 2024.

4. **Scope of Work**

The general nature of the materials will include debris, construction and demolition debris, garbage, hazardous waste, junk, litter, municipal waste, recyclable material, electronic waste, appliances, construction and demolition waste, refuse, rubbish, and special waste as some of these terms are defined in Section 11-40 of the Urbana City Code. However, the City of Urbana (hereafter referred to as "City") does not represent, warrant, or guarantee any minimum or maximum number of service calls or hours under the resulting Agreement or the specific nature of the refuse or debris which the successful bidder, if any, will be called upon to remove.

Year	Request For Service
2018	15
2019	17
2020	12

5. **Contact Person**

Jason Arrasmith, (217) 384-2416, jlarrasmith@urbanaillinois.us, 400 S Vine St., Urbana, Illinois.

6. **Meeting Specifications**

The terms, conditions and specifications included in this package describe the services which the City thinks are necessary to meet the performance requirements of the City, and shall be considered the minimum standards expected of the Vendor. The City shall require all Vendors to fully comply with the specifications.

7. Investigation by Potential Vendor

It shall be the responsibility of the Vendor to thoroughly read and understand the information, instructions, and specifications. Vendors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Vendor's own risk. No plea of error or plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Vendor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City. The City will assume that submission of a bid means that the Vendor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

8. Format for Submissions

A properly prepared bid shall consist of:

1. Signed Cover Letter on the Vendor's letterhead from an officer or employee having the authority to bind the Vendor by signature
2. Price Quotation Sheet
3. Vendor Representations and Additional Duties Form
4. Equal Employment Opportunity Workforce Statistics Form
5. W-9 Form

9. Bid Delivery Procedures

Sealed bids shall be delivered to the office of Community Development Services Department, Attn: Jason Arrasmith, 400 S Vine St., Urbana, Illinois, 61801, by no later than 2:00 pm Central Time on September 10, 2021. Sealed envelopes should be clearly labeled "Bid for Nuisance Refuse Abatement Service" with the Vendor's name and address. If sent by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City at the location stated in this paragraph.

Bids arriving after the above specified time, whether sent by mail, courier, or in person, shall not be accepted. These bids will either be refused or returned unopened. It is the Vendor's responsibility for timely delivery regardless of the methods used. Mailed bids which are delivered after the specified time will not be accepted regardless of the postmarked date or time on the envelope. Facsimile ("fax") machine transmitted bids shall not be accepted.

10. Withdrawals; Declinations

A written request for the withdrawal of a bid will be granted if the request is received by the Community Development Services Department prior to the specified time of opening. However, after a bid is opened, it will be binding for a period of thirty (30) calendar days.

11. Non-Acceptance of Bids

No bid shall be accepted from, or Contract awarded to, any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or has failed to faithfully perform any previous contract with the City.

12. Bid Opening procedures

Bids will be opened by the City immediately or as soon thereafter as is practicable after the required time and date of submission. The City reserves the right to reject any or all bids, or any part thereof, or to waive any informality in any bid, deemed to be in the best interests of the City. The City

will render a decision within fifteen (15) working days after the opening of bids.

13. Competency of Vendors

The opening, reading or posting of bids shall not be construed as acceptance by the City of the Vendors as being qualified, responsible candidates. The City reserves the right to determine the competence and financial and operational capacity of any Vendor. Upon request of the City, the Vendor shall furnish evidence as may be required by the City to evaluate its ability and resources to accomplish the services required by the specifications herein. The City shall unequivocally be the sole and final judge of such competency, and its decision shall be final and not subject to recourse by any person, firm, or corporation.

14. Post Selection Documentation

The selected bidder will be required to submit the following forms supplied by the City:

- a. Insurance Certificates
- b. Contract for Nuisance Refuse Abatement Service
- c. Urbana Licensed Hauler documentation

15. Equal Employment Opportunity

The Vendor shall comply with Urbana City Code Section 2-119 (Discrimination in Employment by Contractors and Vendors with the City) and Chapter 12 (Human Rights) for the duration of the Contract. Failure to comply with these provisions shall constitute breach of contract.

The City's Equal Employment Opportunity Workforce Statistics Form must be completed and submitted with the bid. During the term of the Contract, the Vendor shall comply in all respects with the Equal Employment Opportunity Act. The Vendor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, disability, or age and shall attest that it has notified all of its sub-contractors of their obligations to comply with the Equal Opportunity requirements either in writing, by inclusion in subcontracts or purchase orders. Findings of non-compliance with applicable State or Federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of the Contract.

16. Prevailing Wage

The wage rate scales paid to all laborers, mechanics and other workers employed upon the work covered by this Contract are not subject to the Prevailing Wage Act (820 ILCS 130/3).

17. Insurance

The table below describes the type and level of coverage dependent on the total value of the Contract resulting from this bid.

Type of Insurance	Contract Amount	Coverage Required
Commercial GL and Umbrella Insurance (construction and demolition projects, and other projects with significant risk)	<\$100,000	\$500,000 per occurrence and \$1,000,000 aggregate
Auto Liability Insurance (any contract that requires	All	At least \$500,000 per accident, covering any owned, hired, or

operation of a motor vehicle)		non-owned auto
Workers' Compensation Insurance (construction, demolition, and other work where employees are at significant risk)	All	At least \$500,000 each accident for bodily injury and \$500,000 each employee for bodily injury by disease.
All policies should be written by companies qualified to do business in the State of Illinois and rated A-VIII or better in the current A. M. Best rating guide.		

Requirements and Insurance Certificates.

1. The City of Urbana and its officers and employees shall be named as additional insured parties on all policies.
2. The City's interests as additional insured parties will be on a primary and non-contributory basis on all policies and noted as such on insurance certificates.
3. All policies will be written on an occurrence basis (no "claims made" policies).
4. Insurance certificates will be provided prior to the City's execution of a contract.
5. Vendor provides an insurance certificate that details coverage described above and requires notification to the City if a policy is cancelled or not renewed.
6. The Vendor must require all subcontractors to have the same coverage.

18. Compliance with Applicable Laws, Ordinance, and Regulations

The Vendor shall comply with all applicable federal, state and municipal laws, ordinances, rules, and regulations during the term of this Contract.

19. Taxes, Licenses, Permits, and Certificates

The Vendor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the City or the Vendor in connection with the Vendor's facilities and the work included in this Contract. By law, the City is exempt from paying federal excise tax, state and local retailers' occupation tax, state and local service occupation tax, use tax and service use tax. The City's tax-exempt number shall be furnished upon request of the Vendor.

Immediately upon the awarding of this Contract, the Vendor shall secure and pay for, at its own expense, all necessary permits, licenses, and certificates of authority required to complete the work, and shall comply with all requirements of such permits, licenses, and certificates of authority to operate in the City, including inspections. The Vendor shall keep and maintain all such licenses, permits, and certificates of authority in full force and effect throughout the term of this Contract.

20. Indemnity

The Vendor shall indemnify, defend, save, and hold harmless the City, its officers and employees, from any and all liability, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings, or causes of action, including workers' compensation claims, of any kind or nature whatsoever, including reasonable attorney's fees and costs of defense, that the City may suffer, incur, sustain, or become liable for, on account of any injury to or death of its employees, or injury or death to any other person, or damage to or injury to real estate, or personal property, in any way resulting from, arising out of, in

connection with, or pursuant to this Contract, caused by the operations of the Vendor, its agents, retailers, employees, or any subcontractors in performance of the services to be conducted, including ownership, maintenance, use, operation, or control of any vehicle owned, operated, maintained, or controlled by the Vendor or subcontractor.

The Vendor shall, at its own expense, appear, defend, and pay all reasonable fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the City in any such action, the Vendor shall, at its own expense, satisfy and discharge same.

The Vendor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Vendor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the City, and to pay expenses and damages as herein provided.

The Vendor shall not be liable for any liability or claims of liability resulting from the negligence or willful misconduct of the City, its agents, or employees.

21. Non-Collusion

In submitting this bid, the Vendor declares and warrants that the only persons or parties interested in the bid as principals are those named herein; and that the bid is made without collusion with any other person, firm or corporation.

22. Adjudged Bankrupt

In the event the Vendor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this Contract shall immediately terminate, and in no event shall this be, or be treated as, an asset of Vendor after adjudication of bankruptcy. If Vendor shall become insolvent, or fail to meet its financial obligations, then this Contract may be terminated at the option of the City upon fifteen (15) days written notice to Vendor and in no event shall this Contract be, or be treated as, an asset of Vendor after the exercise of said option. This Contract is not assignable by Vendor without written permission of the City, either voluntarily or involuntarily, or by any process of law, except as above provided, and shall not be or come under the control of creditors, or trustee or trustees of Vendor in case of bankruptcy or insolvency of Vendor, but shall be subject to termination as above provided.

23. Payments

The Vendor will be paid for all services properly rendered within thirty (30) days of receipt of an invoice by the City. All amounts on the Price Quotation Sheet shall be listed in whole U.S. dollars.

All invoices submitted by the successful bidder shall be itemized to show separate costs for labor, refuse disposal, or other disposal costs. Invoices shall contain the address of the abatement site and a general description of the waste materials collected. Separate invoices shall be submitted for each abatement site. For loads that contain waste commingled from more than one abatement site, the Vendor shall split the bill based upon their visual observation as to what percent of the load weight was generated from each site.

Labor time shall be invoiced based upon the time the Vendor is on the premises of the abatement site.

Each trip to a Transfer Station, Landscape Recycling Center, construction and demolition recycling facility, special waste facility, or hazardous waste facility, or recycling facility shall result in the Vendor invoicing the City a fee equal to the disposal fee paid by the Vendor. All disposal/recycling receipts shall be provided to the City with each invoice.

24. Disputes

Any disputes regarding service under the contract will be decided by the Community Development Director (or their designee) and the decision of the City, in such matters, will be final.

25. Notices

Any notice required to be given under this Contract shall be given to City at Community Development Services Department and to Vendor at Vendor's business address.

If to Vendor: Name; Address; and City, State and Zip Code.

If to the City: Community Development Director, City of Urbana, 400 S. Vine St., Urbana, Illinois, 60801.

26. Holidays

The Vendor may recognize the following holidays for the purpose of this Contract:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

If a service day falls upon a holiday, the Vendor shall perform collection on the next work day

27. Cleanliness

The Vendor shall keep the work site clean and orderly during the course of the work and shall remove and properly dispose of all refuse which was collected in order to complete the work. Occasional removal and proper disposal of tree limbs and other tree debris may be required upon request of the City of Urbana.

28. Damage to Property

The Vendor shall promptly, and without charge to the City, repair or restore, at its own expense and to a condition equal to that existing before the occurrence and satisfactory to the City, any damage done by the Vendor to any property, public or private, as a result of the work. If Vendor fails to promptly repair or restore any such damage, then the City may, after 48 hours written notice to Vendor, itself cause such repair or restoration to be made, with its own forces or with forces hired for that purpose, and charge all costs related thereto to Vendor. If the City determines, in its sole discretion, that such damage has created a dangerous situation requiring immediate response, then the City may cause such repair or restoration to be made without notice to Vendor and charge all costs related thereto to Vendor.

Notwithstanding any other provision of the Contract, Vendor's obligations under this section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of the City or Vendor, to indemnify, hold harmless, or reimburse Vendor for the cost of any repair or replacement work required by this section.

29. Subcontractor

Any subcontractor that may be used by the Vendor shall be acceptable to, and approved in advance, by the City. The City's approval of any subcontractor shall not relieve Vendor of full

responsibility and liability for the performance of the work. All work performed under any subcontract shall be subject to all of the provisions of the Contract, and every reference in the Contract to "Vendor" shall be deemed also to refer to all subcontractors of Vendor.

If any subcontractor fails to perform the part of the work undertaken by it in a manner satisfactory to the City, then Vendor shall immediately upon notice of due cause from the City terminate such subcontract. Vendor shall have no claim for damages, or for compensation in excess of the contract price, as a result of any such termination.

30. Risk of Loss

The work and everything pertaining thereto shall be performed and maintained at the sole risk and cost of Vendor. Vendor shall have no claim against the City because of any damage or loss to the work or Vendor's equipment, materials, or supplies.

31. Safety

The Vendor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work of this Contract. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and worker safety training.

In the event of accidents or inappropriate behavior of any kind occurring during the performance of this, the Vendor shall immediately notify the City. Upon request of the City, the Vendor shall provide such accounting of details and/or copies of written accident reports or initiate an appropriate actions and/or responses as the City may require.

32. Equipment

The Vendor shall furnish all necessary equipment and labor for the desired services.

33. Penalty, Failure to provide service

Failure to complete services in the 24 hour time allotment shall be grounds for termination of Contract by the City.

34. Location of Service

Services will be rendered within the corporate limits of the City of Urbana.

35. Operating Hours

Services under this Agreement are provided in response to service request calls placed by the City's Code Compliance Inspector(s) and do not occur on a regular schedule. The Vendor is expected to complete services no later than twenty-four (24) hours after each service request call has been made by the City of Urbana and said Vendor shall submit invoices to the City of Urbana within fifteen (15) days after performing the requested work. If the Vendor shall not be able to respond within this timeframe, the Vendor shall notify the City of this fact, the reason for the delay, and provide an estimated time for the service to be conducted. In all cases, the Vendor shall notify the Code Compliance Inspector of estimated time of arrival at each abatement site.

36. Disposal

All refuse, debris, appliances, etc. must be properly disposed/recycled the day of the abatement job. If a job is completed later than the disposal/recycling facility is open, then the waste shall be

disposed/recycled the following work day. The successful bidder shall make every reasonable effort to combine loads from jobs performed for the City on the same day before delivering wastes to disposal/recycling facilities. This effort will reduce minimum charges incurred by the said bidder at the facilities, as well as time spent at disposal/recycling facilities.

The successful bidder is required to recycle appliances, metal and landscape trimmings, and construction and demolition materials, when there are more than just incidental quantities. The successful bidder shall use the Urbana Landscape Recycling Center, 1210 E. University Ave., Urbana, for disposal/recycling of all landscape trimmings (leaves, grass, tree debris). All loads shall be adequately secured and tarped to prevent litter during transit.

37. License

The successful bidder shall be required to obtain, at his/her own expense, a City of Urbana Waste Hauler License.

38. Price Worksheet Directions

Include a quarter-hour rate per person on the Pricing Worksheet for all labor costs. Crew size should be two persons per job, unless otherwise arranged with the Code Compliance Inspector prior to performance of a job. When invoicing the City, all labor should be rounded up to the next quarter-hour.

Any funds realized by the Vendor by recycling metal and appliances are to be retained by the Vendor. All blanks on the fillable pdf Price Quotation Sheet must be correctly filled in. Use of a computer or typewriter to fill in the price quotation sheets is strongly encouraged. Neatly handwritten price quotation sheets are acceptable provided they are clear, legible, and in black ink. The City cannot and will not be responsible for bid submissions or Price Quotation Sheets which are illegible or unintelligible. All forms requiring signatures must be properly signed in ink in the proper spaces

39. Question and Answer Period

Questions may be posed to the City of Urbana via e-mail to Mr. Jason Arrasmith at (217) 384-2416 or jlarrasmith@urbanaininois.us from 7:00 a.m. to 3:30 p.m. CDT.



Price Worksheet for Nuisance Refuse Abatement Service ITB #2122-09

Company Name

Business Phone:

Address:

Contact Person:

Cell Phone:

1/4 hour per person labor cost quote	\$ _____ per 1/4 hour
--------------------------------------	-----------------------

Additional Comments: _____

Signature

Date