



CITY OF URBANA, ILLINOIS

GENERAL TERMS, CONDITIONS AND SPECIFICATIONS FOR:

**HOUSEHOLD SINGLE-USE & RECHARGEABLE
BATTERY COLLECTION AND RECYCLING SERVICES**

Solicitation #2122-24

ISSUED: Wednesday, October 27, 2021

RESPONSES DUE: Wednesday, November 17, 2021, by 2:00 p.m. central time

CITY OF URBANA, ILLINOIS
Department of Public Works

GENERAL TERMS AND CONDITIONS

1. Request for Quote

The City of Urbana (hereinafter "City"), Champaign County, Illinois, a municipal corporation acting under its statutory home-rule powers, is seeking price quotes to provide household single-use and rechargeable battery collection and recycling service.

2. Program Intent

The City intends to enter into one or more contract(s) with a qualified and responsible contractor(s) for services described herein, and accordingly is furnishing herein a set of specifications by which such quotes shall be judged.

However, the City reserves the right to determine the acceptability or unacceptability, or to reject any subpart and/or all quotes, or to negotiate the effects and costs of any such quotes prior to reaching a decision on the awarding of Contract. Therefore, the Contractor should view each subpart as a stand-alone service and submit prices accordingly. The City shall unequivocally be the sole and final judge. Decisions are final and shall not be subject to recourse by any person, firm, or corporation.

3. Contract Term and Extensions

The term of this Contract shall be for two (2) years commencing December 1, 2021, with a two -year, mutually agreed upon, extension option, subject to annual budget appropriations.

4. Scope of Work

The work under the Contract shall consist of the items herein contained in this Request for Quote, including all the supervision, materials, equipment, labor, and all other items necessary to complete said work in full compliance with the Contract documents.

5. Contact Person

Ms. Courtney Kwong, Recycling Coordinator, Department of Public Works, City of Urbana, 706 South Glover Avenue, Urbana, Illinois, 61802 (217) 384-2302, E-mail; crkwong@urbanaillinois.us.

6. Meeting Specifications

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

The City reserves the right to determine the acceptability or unacceptability of any and all quotes and to negotiate the effects and costs of any such quotes prior to reaching a decision on the awarding of Contract. The City shall unequivocally be the sole and final judge. Decisions are final and shall not be subject to recourse by any person, firm, or corporation.

7. Investigation by Potential Contractor

It shall be the responsibility of the Contractor to thoroughly read and understand the information, instructions, and specifications. Contractors 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 Contractor's own risk. No plea of error or plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor 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 quote means that the Contractor 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 quote shall consist of:

1. Signed Cover Letter; and
2. Price Quotation Sheet

The signed cover letter, on the Contractor's letterhead, accompanying the quote must be from an officer or employee having the authority to bind the Contractor by signature.

A signed original Price Quotation Sheet shall be furnished. All blanks on the fillable PDF price quotation sheets must be correctly filled in. Use of a computer 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 quote submissions or Price Quotation Sheets which are illegible or unintelligible. All forms requiring signatures must be properly signed in ink in the proper spaces. If the Contractor is unable or unwilling to recycle a particular battery type, "no quote" shall be entered in the corresponding blank on the price quotation sheet. If the Contractor will pay the City for a battery type, the word "Pay" along with the amount to be paid per pound shall be written in the Price Quotation Sheet.

9. Quote Delivery Procedures

Sealed quotes shall be delivered to the office of the Urbana Public Works Department, Attn: Courtney Kwong, 706 South Glover Avenue, Urbana, Illinois, 61802, by no later than 2:00 p.m. on Wednesday, November 17, 2021. Sealed envelopes should be clearly labeled "Quote for Battery Collection and Recycling Services" with the Contractor's name and address. If sent by mail, the sealed envelope containing the quote must be enclosed in another envelope addressed to the City at the location stated in this paragraph.

Quotes arriving after the above specified time, whether sent by mail, courier, or in person, shall not be accepted. These quotes will either be refused or returned unopened. It is the Contractor's responsibility for timely delivery regardless of the methods used. Mailed quotes which are delivered after the specified time will not be accepted regardless of the postmarked date or time on the envelope.

10. Withdrawals; Declinations

A written request for the withdrawal of a quote will be granted if the request is received by the Public Works Director prior to the specified time of opening. However, after a quote is opened, it will be binding for a period of thirty (30) calendar days.

11. Non-Acceptance of Quotes

No quote 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. Quote Opening Procedures

The opening of all quotes shall commence immediately after the stated due date and time above. The City shall then take all quotes under review. The City will render a decision within fifteen (15) working days after the opening of quotes.

13. Competency of Contractors

The opening, reading, or posting of quotes shall not be construed as acceptance by the City of the Contractors as being qualified, responsible candidates. The City reserves the right to determine the competence and financial and operational capacity of any Contractor. Upon request of the City, the Contractor 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. Vendor Representations and Additional Duties

A Vendor Representations and Additional Duties Form addressing substance abuse prevention, non-collusion, delinquent taxpayers, and other topics must be signed and submitted by the selected vendor after the contract is awarded.

15. Waiver of Irregularity

The City reserves the right to waive informalities and minor irregularities in submissions received, and to accept any submissions if deemed in the best interest of the City to do so.

16. Equal Employment Opportunity

The Contractor 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 the provisions of the aforementioned provisions shall constitute breach of contract.

The City's Equal Employment Opportunity Workforce Statistics Form must be completed and submitted if awarded the contract. In the event that a contract is awarded, the successful Contractor shall comply in all respects with the Equal Employment Opportunity Act, the Illinois Human Rights Act, and the City's Human Rights Ordinance. The Contractor 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.

17. 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).

18. Insurance

The Contractor shall carry all insurance coverages required by law and

<u>Type of Insurance Coverage</u>	<u>Minimum Coverage Amount</u>
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Commercial General Liability, with a waiver of subrogation in favor of the City, covering Contractor/Subcontractor and its agents, and including broad form property damage:

General Aggregate	<u>\$2,000,000</u>
Each Occurrence (BI/PD)	<u>\$1,000,000</u>
Premises and Operations, Products/Completed Operations	<u>\$2,000,000</u>

<u>Worker’s Compensation</u> , with a waiver of subrogation Amounts	Statutorily Required
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Employer Liability	
Bodily Injury by Accident	<u>\$500,000</u>
Bodily Injury by Disease	<u>\$500,000</u>
Disease Policy Limit	<u>\$500,000</u>

<u>Business Automobile Liability</u> with Any Auto Coverage on all owned, hired, non-owned, and leased vehicles	<u>\$1,000,000</u>
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<u>Pollution Liability</u>	<u>\$1,000,000</u>
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<u>Commercial Umbrella Insurance</u>	<u>\$1,000,000</u>
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All liability policies shall show the City of Urbana as additional insured including completed operations for a minimum of one (1) year after completion of the project on a primary and non-contributory basis. Additional insured forms and waivers are required to be included with the certificate of insurance. The selected vendor must provide proof of insurance following selection.

19. Compliance with Applicable Laws, Ordinances, and Regulations

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

20. Taxes, Licenses, Permits, and Certificates

The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the City or the Contractor in connection with the Contractor'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 Contractor.

Immediately upon the awarding of this Contract, the Contractor 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 Contractor shall keep and maintain all such licenses, permits, and certificates of authority in full force and effect throughout the term of this Contract.

21. Indemnity

The Contractor 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 Contractor, 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 Contractor or subcontractor.

The Contractor 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 Contractor shall, at its own expense, satisfy and discharge same.

The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, 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 Contractor 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.

22. Non-Collusion

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

23. Adjudged Bankrupt

In the event the Contractor 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 Contractor after adjudication of bankruptcy. If Contractor 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 Contractor and in no event shall this Contract be, or be treated as, an asset of Contractor after the exercise of said option. This Contract is not assignable by Contractor 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 Contractor in case of bankruptcy or insolvency of Contractor but shall be subject to termination as above provided.

24. Payments

The Contractor will be paid for all services properly rendered within thirty (30) days of receipt of an invoice by the City.

25. Disputes

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

26. Notices

Any notice required to be given under this Contract shall be given to City at the Office of the Director of Public Works and to Contractor at Contractor's business address.

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

If to the City: Mr. Tim A. Cowan, Director of Public Works, City of Urbana, 706 South Glover Ave., Urbana, Illinois, 61802.

27. Holidays

The Contractor may recognize the following holidays for the purpose of this Contract and may decline to perform service on these holidays:

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

28. Cleanliness

The Contractor shall handle all containers and receptacles with reasonable care to avoid any damages and shall exert all reasonable precautions to prevent spilling or scattering of batteries. The Contractor shall clean up, sweep, or collect and dispose of any batteries which may be spilled or lie immediately around a service location prior to leaving.

29. Damage to Property

The Contractor 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 Contractor to any property, public or private, as a result of the work. If Contractor fails to promptly repair or restore any such damage, then the City may, after 48 hours written notice to Contractor, 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 Contractor. 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 Contractor and charge all costs related thereto to Contractor.

Notwithstanding any other provision of the Contract, Contractor'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 Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this section.

30. Subcontractors

Any subcontractors that may be used by the Contractor shall be acceptable to, and approved in advance, by the City. The City's approval of any subcontractor shall not relieve Contractor 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 "Contractor" shall be deemed also to refer to all subcontractors of Contractor.

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

31. Risk of Loss

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

32. Safety

The Contractor 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 Contractor shall immediately notify the City. Upon request of the City, the Contractor shall provide such accounting of details and/or copies of written accident reports or initiate an appropriate action and/or responses as the City may require.

33. Equipment

The Contractor shall furnish all necessary equipment and labor for battery recycling service and shall at all times provide a sufficient amount of equipment and labor to maintain a completely adequate service. All materials shall be collected in and hauled in containers and vehicles in compliance with all local, state, and federal statues, ordinances, and regulations. All equipment must be maintained and operated in compliance with all local, state, and federal statues, ordinances, and regulations and to assure the safety of the collection personnel and residents of the City. All vehicles transporting materials must be equipped so as prevent escape of materials or fluids that may create litter, safety risks, or environmental damage. The City will provide a forklift and forklift driver to load batteries onto the Contractor's vehicle. Upon termination of the contract, the Contractor shall provide battery recycling collection service and removal of all drums and pallets from the City within five (5) business days.

DETAILED SPECIFICATIONS

1. Materials to be Recycled

The Contractor shall recycle the following battery types:

- Alkaline/Zinc Carbon
- Alkaline: Zero Mercury Added
- Nickel Cadmium
- Nickel Metal Hydride
- Mercury Batteries
- Zinc Air with Mercury
- Lithium Primary
- Lithium Thionyl Chloride
- Lithium Ion (including Lithium-Ion Laptop, and Lithium-Ion Cellphone)
- Button Cells (includes silver oxide)
- Small Sealed Lead Acid (*No vehicle batteries)
- Zinc-Air
- Zinc Air with Mercury
- Nickel Cadmium

2. Taping Terminals

In accordance with United States Department of Transportation Regulations any Lithium-based batteries including, but not limited to, Primary Lithium, Lithium Thionyl Chloride, Lithium Ion and Lead Acid batteries of any voltage along with any other battery chemistry over nine volts the City shall to the best of their ability encourage residents to ensure the terminals are taped or the batteries are individually bagged prior to shipping.

3. Containers

The Contractor shall furnish United Nations approved 55-gallon drums, pallets, and shrink wrap for containerization of batteries. The City shall prepare the containers and operate a forklift to place the containers in the Contractor's vehicle.

4. Labels

The Contractor shall furnish all labels required by federal, state, and municipal laws, ordinances, rules, and regulations applicable to storage or transportation of batteries.

5. Service Period

The Contractor shall provide battery collection and recycling services from December 1, 2021, through November 30, 2023, with a two-year contract extension possible by mutual agreement.

6. Location of Service

The Contractor shall provide battery recycling collection service at 706 Glover Ave. Urbana, IL 61802. In the event of an emergency, such as a natural or human-made disaster, the contractor shall provide battery recycling collection service at other locations within the City.

7. Time of Service

The Contractor may provide battery recycling collection service at the aforementioned location between the hours of 8:00 AM and 2:00 PM. Collection attempts outside of these hours may be unsuccessful due to lack of a forklift operator.

8. Service Calls

The Contractor shall provide battery recycling collection service as requested from the City within five (5) days or less from phone, email, or letter communication requesting service.

9. Payment

The City shall pay the Contractor based on the number of batteries recycled of each type at the rates designated in the Contractor's Price Quotation Sheet. The prices shall include transportation, sorting and counting of each battery type, packaging, and recycling of batteries.

10. Good Faith Effort to Recycle Battery Recycling Requirements

The Contractor shall make a good faith effort to recycle all battery types for which a quote has been provided in the Price Quotation Sheet. The Contractor should recycle at a minimum 90% of all single-use and rechargeable batteries collected from the City. Recycling does not mean placing single-use or rechargeable batteries in a "Special Use" landfill. For the purpose of this agreement "recycling" means that batteries are dismantled and recycled in an environmentally responsible manner, such as recycled using a specialized mechanical separation process where the battery components are separated into end products such as zinc & manganese concentrate, steel, paper, and plastic. All products must be used for reuse in new products or sold for reuse in new products.

11. Ownership and Responsibility

Batteries shall be the ownership and responsibility of the City until they are placed into the Contractor's vehicle, at which time the batteries become the ownership and responsibility of the Contractor.

12. Reporting

The Contractor shall furnish a report of the total weight in pounds of all batteries recycled in spreadsheet form and all batteries landfilled for each battery type in spreadsheet form as part of or attached to each invoice.

PRICE QUOTATION SHEET

Having read and agreeing to the General Terms and Conditions and Detailed Specifications of the quote titled: “BATTERY COLLECTION AND RECYCLING SERVICES,” I hereby submit the following price quote(s):

Dry Cell Batteries	Cost per pound
Alkaline/Zinc Carbon	
Nickel Cadmium	
Nickel Metal Hydride	
Alkaline Zinc	
Zinc Air with Mercury	
Primary Lithium	
Primary Lithium Thionyl	
Lithium Ion	
Lithium-Ion Cellphone	
Lithium-Ion Laptop	
Button Cells (includes silver oxide)	
Small Sealed Lead Acid	

Shipping and Containers	Cost per Service Event
To and From Service Location (61802)	
Two 55-gallon Drums, Replacement, with pallet	

Signature of Company Official

Firm Name

Printed Name of Company Official

Firm Address

Title

City/State/Zip

Date

Telephone / E-mail