



CITY OF URBANA, ILLINOIS

Request for Proposal

GENERAL TERMS, CONDITIONS AND SPECIFICATIONS FOR:

RAIN BARREL AND COMPOST BIN SEMI-TRUCK SALE

RFP #1617-11

ISSUED: February 19, 2017

RESPONSES DUE: 12:00pm Noon, March 10, 2017

CITY OF URBANA, ILLINOIS
Department of Public Works

GENERAL TERMS AND CONDITIONS

1. Request for Proposal

The City of Urbana (hereinafter "City"), Champaign County, Illinois, a municipal corporation acting under its statutory home-rule powers, is seeking proposals to provide a one day semi-truck sale (hereafter "sale") of compost bins and rain barrels on May 6, 2017.

2. Intent

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

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

3. Contract Term and Extensions

The term of this Contract shall be for the day of May 6, 2017 or other date by mutual consent of the parties to the Contract.

4. Scope of Work

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

The sale shall be hosted in a City of Urbana parking lot or other location by mutual consent of the parties to the Contract. The City intends to recruit a minimum of 4 public service workers to help unload products and coordinate traffic. The sale shall be open to the public with transactions made between the vendor and members of the public. The Vendor shall be solely responsible for the quality and condition of any product sold. The Vendor shall handle all sales transactions by cash, check, or credit card. City staff and volunteers shall not handle sales transactions.

5. Contact Person

Mr. Scott Tess, Environmental Manager, Department of Public Works, City of Urbana, 706 South Glover Avenue, Urbana, Illinois, 61802, (217) 384-2381, Fax (217) 384-2400, Email; srtess@urbanailinois.us.

6. Meeting Specifications

The terms, conditions and specifications included in this RFP 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.

The City reserves the right to determine the acceptability or unacceptability of any and all proposals.

7. Investigation by Potential Vendor

It shall be the responsibility of the Vendor to thoroughly read and understand the information, instructions, and specifications contained in this RFP. 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. Submission of a proposal constitutes a representation and warranty 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 proposal shall consist of:

1. Signed Cover Letter on the Vendor's letterhead, accompanying the proposal from an officer or employee having the authority to bind the Vendor by signature;
2. Price Sheet;
3. Documentation and Description of products, services, and insurance.

9. Proposal Delivery Procedures

Sealed proposals shall be delivered to the office of the Director of Public Works, 706 South Glover Avenue, Urbana, Illinois, 61802, by no later than 12:00pm Noon, March 10, 2017. Sealed envelopes should be clearly labeled "Proposal for Rain Barrel and Compost Bin Semi-Truck Sale RFP 1617-11" with the Vendor's name and address. If sent by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to the City at the location stated in this paragraph.

Proposals must be in the hands of the City on or before the date they are due as provided in this RFP. Proposals arriving after the above specified time, whether sent by mail, courier, or in person, shall not be accepted. These proposals will either be refused or returned unopened. It is the Vendor's responsibility for timely delivery regardless of the methods used. Mailed proposals 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 proposals shall not be accepted.

10. Withdrawals; Declinations

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

11. Non-Acceptance of Proposals

No proposal 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 fee, 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 in accordance with the terms and conditions of such prior contract.

12. Proposal Opening Procedures

The opening of all proposals shall commence as soon as reasonably practicable after the stated due date and time above, at the Public Works office, 706 South Glover Avenue, Urbana, Illinois, and the names of all Vendors and their proposals shall be publicly read. All potential Vendors and the public may attend the proposal opening. The City shall then take all proposals under review. The City will render a decision within fifteen (15) days after the opening of proposals.

13. Competency of Vendors

The opening, reading or posting of proposals shall not be construed as acceptance by the City of any proposal nor shall such be construed as any acknowledgement that any Vendor is qualified or that its proposal meets or satisfies all the terms and conditions set forth in this Request For Proposals. 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 any Vendor's submission in response to this Request For Proposals shall constitute a waiver of any right to recourse by any Vendor.

14. 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).

15. Insurance

The Vendor shall carry all insurance coverage's required by law and such insurance shall be at the levels hereinafter provided:

<u>Type of Insurance Coverage</u>	<u>Minimum Coverage Amount</u>
<u>Commercial General Liability</u> , with a waiver of subrogation in favor of the City, covering Vendor/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	Statutorily Required
Amounts	
<u>Employer Liability</u>	
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 with Any Auto Coverage</u> on all owned, hired, non-owned, and leased vehicles	<u>\$1,000,000</u>
<u>Pollution Liability</u>	<u>\$1,000,000</u>
<u>Commercial Umbrella Insurance</u>	<u>\$1,000,000</u>

All liability policies shall show the City of Urbana as additional insured including completed operations for a minimum of 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.

16. Compliance with Applicable Laws, Ordinances, and Regulations

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

17. 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.

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.

18. Indemnity

The Vendor shall indemnify, defend, save, and hold harmless the City, its officers, employees and any volunteers the City provides, 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 bodily injury to or death of its officers, employees and/or City-provided volunteers, or bodily 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 any act or omission on the part 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 from or incurred in connection with any act or omission on the part of the Vendor and/or any of its officers, management, employees, agents, or subcontractors; and, if any judgments shall be rendered against the City in any such action, the Vendor shall, at its own expense, fully satisfy and completely 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 act or omission of the City, its agents, officers, employees, or City-supplied volunteers unless any of them commit a negligent or willful act or omission under the direction of the Vendor.

19. Non-Collusion

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

20. Adjudged Bankrupt

In the event that the Vendor seeks protection under the United States Bankruptcy Code (11 U.S.C. § 101, *et seq.*), any contract awarded by the City to the Vendor pursuant to this Request For Proposals shall become and shall be deemed immediately void and of no legal effect and shall not be deemed by the Vendor as an assets. Further, to the extent the Vendor includes on any bankruptcy schedule any reference to any contract it is awarded pursuant to this Request For Proposals, such inclusion shall include a note or statement that the contract automatically, by its express terms, became null, void, unenforceable, and of no legal effect. 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 in any liquidation by the Vendor after the exercise of said option. This Contract is not assignable, whether voluntarily, involuntarily or by any process of law, by Vendor without written permission of the City except as above provided, and shall not be or come under the control of any creditor, receiver, or trustee of the Vendor in case of any bankruptcy, insolvency or liquidation of Vendor, but shall be subject to termination as above provided.

21. Payments

The City will not pay the Vendor for any goods or services related to this Request For Proposals. Products are to be offered for sale from the selected vendor to members of the public. All prices shall include taxes. Cash and credit payments shall be accommodated. City of Urbana and City of Champaign rebates shall be honored at the point of sale. The cities shall reimburse the vendor for the rebates following the sale and upon receipt of the Report as described in Section 5. of the Detailed Specifications.

22. Disputes

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

23. 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 Vendor at Vendor's business address.

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

If to the City: Mr. Scott Tess, Environmental Manager, Department of Public Works, City of Urbana, 706 South Glover Avenue, Urbana, Illinois, 61802, (217) 384-2381, Fax (217) 384-2400, Email; srtest@urbanailinois.us

24. Cleanliness

The Vendor shall clean up, sweep, or collect and dispose of any materials left onsite as a consequence of the Rain Barrel and Compost Bin Semi-truck sale.

25. 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.

26. 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.

27. 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.

28. Safety

The Vendor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and the job site 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.

29. Equipment

The Vendor shall furnish all necessary equipment to unload and move products for the sale.

DETAILED SPECIFICATIONS

1. Products

Acceptable proposals must include:

1. Specifications of the rain barrels, compost bins, and any other items that will be made available for sale including:
 - a. Materials
 - b. Functioning
 - c. Weight
 - d. Capacity
 - e. Percent recycled or reused content.
2. Warranties for compost bins of at least 5 years. Warranties for rain barrels of at least 5 years.
3. Assembly directions for the rain barrels and compost bins.
4. Acceptable rain barrels shall include:
 - a. A screened lid to abate mosquitos.
 - b. An overflow orifice and accompanying hose.
 - c. A discharge spigot on the side of the unit near the bottom.
 - d. A minimum of 50% recycled or reused content.
 - e. No sharp edges.
5. Acceptable compost bins shall include:
 - a. A minimum of 50% recycled or reused content.
 - b. No sharp edges
 - c. A stationary compost bin shall include 5.a. through 5.b. and:
 - i. A top lid or hatch for loading organic materials for composting no less than 10 inches in diameter as measured from the inside of the lid opening if circular or 10 inches x 10 inches if square.
 - ii. A door on the side of the unit near the bottom that will effectively hold composting materials in while also allowing for easy removal of composted materials.
 1. This door must be no less than 10 inches in diameter as measured from the inside of the door opening if circular or 10 inches x 10 inches if square.
 - d. A tumbling compost bin shall include 5.a. through 5.b. and:
 - i. An opening with a lid or hatch for loading organic materials for composting no less than 10 inches in diameter as measured from the inside of the lid opening if circular or 10 inches x 10 inches if square.
6. At least 150 rain barrels shall be made available for sale. This total includes the number of rain barrels that may be pre-sold and made available for pickup on the sale date.
7. At least 50 compost bins shall be made available for sale. This total includes the number of compost bins that may be pre-sold and made available for pickup on the sale date.

2. Services

Acceptable proposals must include:

1. Credit card and cash payment acceptance.

2. Provision of one advertisement in the News-Gazette for the full market circulation of approximately 30,610 to be designed, printed, arranged, and paid for by the vendor.
3. Provision of at least 250 print handbills or flyers delivered to the City of Urbana for distribution.
4. Description of set-up hours
5. Description of sales hours
6. Minimum of two (2) staff persons provided by the vendor. City of Urbana staff and volunteers will not handle cash, checks, or credit cards on behalf of the vendor.
7. Description of vendor experience operating sales events.
8. Description of pre-order options, if any.

3. Service Period

The Vendor shall provide a one day semi-truck sale of compost bins and rain barrels on Saturday, May 6, 2017 or other date by mutual consent of the parties to the Contract.

4. Location of Service

The Vendor shall provide a one day semi-truck sale of compost bins and rain barrels in the parking lot located across the street to the North of the Urbana City Building at 400 South Vine Street Urbana, Illinois 61801 or other location determined by mutual consent of the parties to the Contract.

5. Reporting

The Vendor shall furnish a report of the number of sales of each product in Microsoft Excel format within 45 days of the sales event which shall include:

1. Number of sales of rain barrels and compost bins by City (Urbana, Champaign, Other).
Totals should include both online and day of the event sales.
2. Email addresses from all sales including online and in person.
3. Postal addresses of rain barrel purchasers if available to the vendor.

7. Sales History

Years	Rain Barrels	Compost Bins
2011	500	500
2013	450	173
2014	447	138
2015	499	48
2016	157	55

RAIN BARREL AND COMPOST BIN SEMI-TRUCK SALE RFP #1617-11

PRICE QUOTATION SHEET

The minimum number of products required for a complete bid is one (1) compost bin type and one (1) rain barrel type. Additional types may be offered by the Vendor.

Having read and agreeing to the General Terms and Conditions and Detailed Specifications of the proposal entitled “RAIN BARREL AND COMPOST BIN SEMI-TRUCK SALE RFP #1617-11”, I hereby submit the following price per unit for each product, tax included:

ITEM	PRICE PER UNIT
Tumbling Compost Bin	
Stationary Compost Bin	
Rain Barrel	

Printed Name of Company Official

Company Name

Signature of company official

Company Address

Email

City/State/Zip

Date

Phone

Attachment A: Preliminary site plan

