



Housing Authority of the City of Freeport

REQUEST FOR PROPOSALS
for
Lawn Care Services
for
Housing Authority of the City of Freeport

RFP No. 02-2023

Issue Date: February 24, 2023
Due Date: March 17, 2023



Housing Authority of the City of Freeport

TO: Proposers
FROM: Housing Authority of the City of Freeport
DATE: February 24, 2023
RE: Notice of Request for Proposals (RFP) Lawn Care Services

The Housing Authority of the City of Freeport will accept quotes from experienced, qualified firms or individuals who specialize in commercial Lawn Care Services for the following:

Lawn Care Services

Lawn Care Service quotes will be accepted until **Friday, March 17, 2023, at 3:00 P.M.** at:

Housing Authority of the City of Freeport
1052 West Galena
Freeport, Illinois 61032

Complete specifications and instructions are attached herewith.

The HACF plans to contract for Lawn Care Services at four (4) locations in Freeport for three (3) mowing seasons. This RFP is for the Lawn Care Services ONLY. We expect the selected Contractor to begin work in mid-April or early May of 2023.

The proposed pricing will be accepted on standard forms furnished by the HACF and submitted by fax, in writing by email or by mail delivery only. The HACF will NOT accept proposed pricing verbally or by telephone.

By submitting a quote to the HACF, the firm or individual doing so (hereinafter, "the quoter") is automatically agreeing to abide by all terms and conditions listed herein, including those terms and conditions within the HUD documents, *Table 5.1, Mandatory Contract Clauses for Small Purchases Other than Construction*, and *HUD 5370-C General Conditions for Non-Construction Contracts Section II*, which are attached hereto.

Sincerely,

Babette Jamison Varner
Executive Director

General Information

Housing Authority of the City of Freeport (hereinafter referred to as “HACF”), Illinois is a public corporation organized under the Housing Authorities Act of the State of Illinois and constitutes a body both corporate and politic exercising public and essential governmental functions to provide adequate housing at rents which person of low income can afford. Under the United States Housing Act of 1937, as amended, the U.S. Department of Housing and Urban Development (HUD) has direct responsibility for administeling low-income housing program in the United States. Accordingly, HUD contracts with HACF to administer certain HUD funds. The HACF owns and/or manages 181 conventional public housing units located within four communities in the Stephenson County.

HACF is governed by a 7-member Board of Commissioners, appointed by the Mayor of the City of Freeport. The Board hires the Chief Executive Officer, establishes policies, approves contracts, and sets the long-range goals for the authority.

HACF is hereby seeking quotes for Lawn Care Services at four (4) housing and office locations later noted in this packet. The quotes are for three (3) lawn care seasons of 2023 and 2025.

Information At a Glance

Date Issued	
Agency Contact:	Bernadette Mekalska, Executive Coordinator 815-232-4171 ext. 1063 bmekalska@hacf.us
Last Day for Questions and Submittal Requirements	March 3, 2023, at 3:00 p.m.
RFP Due Date	March 17, 2023, at 3:00p.m.
Anticipated Board Approval	TBD
How to Obtain the RFP Documents	www.freeporthousing.org

General Requirements

Quotes or responses will be accepted by HACF no later than **3:00 p.m.** (local time), **Friday, March 17, 2023**, via regular mail or email.

Every mailed RFP must be enclosed in an envelope clearly marked Lawn Care Services proposal. All RFPs shall be submitted to the following address:

**Housing Authority of the City of Freeport
1052 West Galena Avenue
Freeport, IL 61032**

Email RFP to: bmekalska@hacf.us, subject line Lawn Care RFP.

All questions shall be directed to: **Tom Cassidy (815) 232-4171 Ext. 1061**

NOTE: Please submit itemized invoices specifying the development.

Timeframe

Each firm or individual shall submit his/her proposed costs, prior to the posted deadline, as provided for herein. Whereas this is an informal solicitation process, the HACF reserves the right to extend the posted deadline at any time prior to the deadline, if it is in the best interests of the HACF to do so. Your quote will be valid for 90 days. Any response, bid, or proposal received after the above deadline shall be considered late, and will not be considered.

Lawn Care Services Request for Proposal Schedule

Thursday February 23rd, 2023	RFP requests e-mailed and mailed to potential Proposers.
Friday March 17th, 2023 3:00 P.M.	RFP receipt deadline. Proposers will be reviewed at an unspecified time <u>after</u> the 3:00 P.M. deadline. No late quotes will be accepted.
Friday March 24, 2023	Proposers are notified by mail of award decision.
Mid-April or Early May of 2023	Contract term begins
Friday November 30, 2025	Contract term ends

Approval

The actual acceptance of any quote may be delayed. Therefore, all responses must remain valid for a period of no less than ninety (90) days.

Insurance Requirements and Liability

Each respondent to the RFP, who may have employees, contractors, or agents working on HACF properties, shall provide copies of current certificates for general, as well as professional liability insurance, and workers' compensation of minimum of \$1,000,000.00. Said insurance must be valid for the duration of the contract. The owner or principal of each respondent must also be insured by workers' compensation if they perform any of the services on HACF properties.

There will be no exceptions to the insurance requirement.

Contract Nullification

HACF may, at any time, nullify the agreement if, in the judgment of Stephenson County, the firm or individual quoter(s) has failed to comply with the terms of the agreement. In the event of nullification, any payment due in arrears will be made to the firm or individual quoter(s) but no further sums shall be owed to the firm or individual quoter(s). The agreement between HACF and the firm or individual quoter(s) is contingent upon approved annual budget allotments, and is subject, within thirty (30) days notification, to restrictions, or cancellation if budget adjustments are deemed necessary by HACF.

Payments

Invoices that are submitted by the awarded firm or individual quoter(s) are required to provide accurate and current addresses. The HACF discourages the practice of picking up checks in person unless there is an emergency. Invoices are paid bi-weekly. Please bill by itemized invoices specifying the development as listed on page 6 of this packet. Bills are to be submitted the Friday before Account Payables week; the schedule will be provided upon awarded bid. Invoices are to be submitted to:

**Housing Authority of the City of Freeport
Attention: Bernadette Mekalska
1052 West Galena Avenue
Freeport, IL 61032**

Proposal Specifications

Respondents shall be capable of providing the highest quality level of service, performed by personnel who are capable of mowing, trimming, mulching of leaves, fertilizing, and other lawn care requirements as needed. Additionally, respondents shall accept the responsibility for any damage to government property.

Proposal Details

This includes, but not limited to the following information. Any alternative recommendations may be so noted and priced separately.

Mowing may commence as early as mid-April of 2023, and end as late as November 29, 2023 for the first mowing season.

HACF will do the initial spring cleaning of the yards.

Contractor will:

1. Furnish mowing equipment, trimmers, edgers, blowers, fertilizer, herbicide, etc.
2. Furnish all gasoline required to perform the work.
3. Furnish all labor to perform the work.
4. Lawns must be visually inspected before every mowing for debris and hazards.
5. All debris will be picked up before each mowing commences. Debris may be deposited in the HACF's containers, except for items considered yard waste that would not be normally picked up. These items would be the responsibility of the contractor to dispose of.
6. Mowing will be conducted in a safe manner as not to endanger any passers-by.
7. Mowing all grass areas around the building(s) upon request at a minimum of every two weeks during the growing season; cut height between 2.5 & 3.5 inches.
8. All hazards shall be identified and if needing repair, brought to the HACF's attention.
9. The contractor should report problem areas (drop offs along walks, wash outs, etc.), but the HACF will determine the extent of repair done.
10. Lawns fertilized twice per year and appropriate herbicide applied twice per year.
11. Trimming/edging around all landscaped areas and paved surfaces.
12. Shrubbery and bushes shall be trimmed a minimum of 3 times during growing season and shall be billed during the month following the trimming. Trimming debris will be disposed of immediately, and not allowed to be left in yards.
13. Trim behind all garbage fences every other week.
14. Trim around dumpster fence area weekly.
15. Maintain hill on the south side dumpster fence area.
16. Clear all fence lines weekly.
17. Trim all sidewalks, curbs, and drives weekly.
18. Trim around all posts and poles weekly.
19. Sidewalks shall be cleaned, either swept or blown, to remove grass clippings.
20. Grass and debris will not be placed over the drainage openings or piled along the curbs.
21. Clean up of all debris, grass clippings, etc., following mowing.
22. Clear debris from the main office stairway and stairway leading from the main office upper to lower level weekly.
23. Mulch and remove leaves at the end of the lawn care season.
24. HACF realizes weather may cause interruptions in the schedule and will allow the following exceptions to regain said schedule:
 - a. Contractor may be on sight to work as early as 7:00 a.m.
 - b. Contractor may finish mowing a development as late as 7:00 p.m.
 - c. Saturday mowing only by prior HACF approval.
 - d. No mowing on Sundays or HACF's Holidays as listed below:
 - i. May 29, 2023 Memorial Day
 - ii. June 19, 2023 Juneteenth
 - iii. July 4, 2023 Independence Day
 - iv. September 4, 2023 Labor Day
 - v. November 10, 2023 Veteran's Day
 - vi. November 23 & 24, 2023 Thanksgiving Day & day after
25. Refuse collection days cause mowing problems and should be considered when scheduling. They are as follows:
 - i. Westview – Tuesdays early morning
 - ii. Willow – Mondays early morning

*This does not pertain to the Administrative Office sites.
26. All workers shall be in an acceptable state of dress. No vulgar shirts, insignia, holy short/shirts etc.
27. All workers must be courteous and conscientious for the safety of all.

Lawn Care Service Development Locations

<u>Development</u>	<u>Acres</u>	<u>Address</u>
Westview-Gilmore Apartments	9.384	1425 Westview Road & 600 N Gilmore
Douglas Village	2.24	626 North Hunt Avenue
Willow Apartments	9.08	504 North Willow
Administration Building		1052 West Galena Ave.

Westview The development is in the 600 block of Waddell – east, Gilmore – west, and the 1400 block of Beach – north.

Douglas Village The development is adjacent to Westview in the 600 block of Waddell- west, Hunt-east, and 1400 block of Elm St.

Willow The development is in the 500 block of North Willow Avenue. Bordered on the south by Lincoln-Douglas school.

Administrative The office at 1052 West Galena is bordered west by the Four Seasons parking lot and Car wash to the east.

Completion Time and Liquidated Damages

The Contractor agrees to complete the Project (mowing, trimming and leaf collection work), commencing on the contract execution date and further agree to liquidated damages of \$100 per day for any Development location not maintained as required by this contract.

Quote Requirements

- Contractor is required to provide valid evidence of a State of Illinois Business License
- Contractor is required to provide evidence that you meet the Stephenson County Government Insurance Requirements
- Contractor is required to provide a reference list of clients that have a current contract for services with their company
- Contractor shall provide evidence of a company safety program and, if supported, a drug testing program
- Contractor must comply with Section 3 hiring requirements.

The entity responsible for fulfilling this agreement shall be identified in the RFP response.

Right to Seek a New Proposals

HACF reserves the right to receive, accept, or reject any and all proposals for any, or all, reasons. Proposals will be awarded to the best overall respondent as determined by that which is in the best interests of HACF.

In comparing the responses to this RFP and making awards, HACF may consider such factors as quality and thoroughness of a quote, the record of experience, the references of the respondents, and the integrity, performance, and assurances in the quote in addition to that of the proposal price.

Applicable Law

HACF is an equal opportunity employer. HACF does not discriminate on the basis of race, sex, color, age, religion, national origin, disability or veteran status.

The successful Contractor(s) agrees that they shall comply with all local, state, and federal laws, statutes, rules, and regulations including, but not limited to, the Rehabilitation Act of 1973 and the Americans with Disabilities Act. If any claims should arise with regards to this contract, for a violation

of any such local, state, or federal law, statues, rules, or regulations, the provider will indemnify and hold HACF harmless for any damages, including court costs or attorney fees which might be incurred. Any contract will be interpreted under the laws and statutes of the state of Illinois. HACF does not enter contracts which provide for mediation or arbitration.

Therefore, any action arising from any contract made from these specifications shall be brought in the state courts in Stephenson County, Illinois.

**HOUSING AUTHORITY OF THE CITY OF FREEPORT
NON-COLLUSIVE
AFFIDAVIT**

State of: Illinois
County of: Stephenson

_____ Being first duly sworn, deposes and says:

That he/she is _____ of the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said proposer or bidder has not colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication of conference, with any person to fix the proposal or bid price of affiant or any other proposer or bidder, or to fix any overhead, profit or cost element of proposal or bid price, or that of any other proposer or bidder, or to secure any advantage against the Housing Authority of the City of Freeport or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

Signature of:

Proposer or Bidder if bidder is an individual _____

Partner, if Proposer or Bidder is partnership _____

Officer, if Proposer or Bidder is corporation _____

Title _____

Subscribed and sworn to before me this ____ day of March 2023.

My commission expires _____

**HOUSING AUTHORITY OF THE CITY OF FREEPORT
SECTION 3 AGREEMENT**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. 12 U.S.C. 1701U (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3 shall, to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for Housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implements Section 3, as evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulation in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulation in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions; termination of this contract for default, debarment and /or suspension from future HUD assisted contracts.
- G. With respect to the work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-determination, and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian Organizations and Indian Owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- H. By signing and submitting this proposal or bid packet, the contractor and their subcontractors agree to comply with HUD's regulation in 24 CFR Part 135, which implements Section 3.
- I. The above is respectfully submitted by:

Date _____ Proposer/Firm Name _____

BY: _____ TITLE: _____

Signature _____

BY: _____ FED EMP ID# (FEIN): _____

Printed Name _____

ADDRESS, CITY, STATE, ZIP CODE _____

TELEPHONE NUMBER: _____ FAX: _____