PROJECT MANUAL

LAWN MAINTENANCE AND GUTTER CLEANING SERVICES

HOUSING AUTHORITY OF THE COUNTY OF JACKSON, ILLINOIS

Documents Date: **March 18, 2024**

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INVITATION FOR BIDS

The Housing Authority of the County of Jackson, Illinois, will receive sealed bids for lawn and gutter maintenance as follows:

Proposal No. 1/Contract No. 1

BID FOR LAWN CARE AND GUTTER CLEANING SERVICES AT CARBONDALE SITES

IL53-02/Carbondale	IL53-08/Carbondale	IL53-10/Carbondale
IL53-12/Carbondale	IL53-14/Carbondale	IL53-16/Carbondale

Proposal No. 2/Contract No. 2

BID FOR LAWN CARE AND GUTTER CLEANING SERVICES AT MURPHYSBORO SITES

IL53-01/Murphysboro	IL53-03/Murphysboro	IL53-07/Murphysboro
IL53-11/Murphysboro	IL53-13/Murphysboro	IL53-15/Murphysboro

Proposal No. 3/Contract No. 3

BID FOR LAWN CARE AND GUTTER CLEANING SERVICES AT DESOTO SITE

IL53-05/Desoto

Proposal No. 4/Contract No. 4

BID FOR LAWN CARE AND GUTTER CLEANING SERVICES AT ELKVILLE SITES

IL53-4/Elkville IL53-09/Elkville IL53-17/Elkville

IL53-22/Elkville

Proposal No. 5/Contract No. 5

BID FOR LAWN CARE AND GUTTER CLEANING SERVICES AT AVA SITES

IL53-19/Ava IL53-21/Ava

Proposal No. 6/Contract No. 6

BID FOR LAWN CARE AND GUTTER CLEANING SERVICES AT GRAND TOWER SITE

IL53-06/Grand Tower

Proposal No. 7/Contract No. 7 (Bid for Lawn Care and Gutter Cleaning at ALL Sites)

IL53-01/Murphysboro	IL53-02/Carbondale	IL53-03/Murphysboro
IL53-04/Elkville	IL53-05/Desoto	IL53-06/Grand Tower
IL53-07/Murphysboro	IL53-08/Carbondale	IL53-09/Elkville
IL53-10/Carbondale	IL53-11/Murphysboro	IL53-12/Carbondale
IL53-13/Murphysboro	IL53-14/Carbondale	IL53-15/Murphysboro
IL53-16/Carbondale	IL53-17/Elkville	IL53-19/Ava
IL53-21/Ava	IL53-22/Elkville	

Bids will be received until 10:00 a.m. CST on the 18th day of March, 2024, through our DemandStar portal. To obtain a copy of the proposal documents, visit the Demandstar website at and click on the Proposal link, https://www.demandstar.com/app/registration directly. No action shall be taken at that time, until a full review is completed by the Executive Director and Board of Commissioners.

Plans and specifications apart of the bid documents and included with the advertised solicitation.

No pre-bid meeting will be held. If you have any questions or want a tour of the sites, please contact Justin Ford at 618-684-3183 x 210 or by email at jford@jcha-il.org.

The Housing Authority reserves the right to reject any or all bids or to waive any informalities in the bidding.

No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the Housing Authority.

Date: March 18, 2024

Housing Authority of the County of Jackson, Illinois

By: Brigitta Mac-Rizzo
Title: Executive Director

IFB – 2

Supplement to Instructions to Bidders

1. Bid Forms: All bids must be submitted on the forms furnished by the Housing Authority of the County of Jackson, Illinois (JCHA) and shall be subject to all requirements of the Specifications. Bid forms will be furnished in triplicate, two to be submitted with the bid and one to be retained by the bidder for bidder's records. Bid documents shall be sealed in an envelope which shall be clearly labeled with the words "Bid Document" and show the name of bidder, the date and time of opening.

2. Bid Guarantee: Will not be required for this solicitation.

3. Non-Collusive Affidavit: Each person submitting a bid for the work contemplated by bidding documents shall execute an affidavit, in the form provided by the JCHA, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

4. Resident Employment

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and applicable rules and orders of the Department issued thereunder prior to the execution of the contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers with whom he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The Contractor will include Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal Financial Assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of the regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

5. Bidder's Experience: Before the bid is considered for award, the bidder may be requested by the JCHA to submit a statement regarding his previous experience in performing work, his business and technical organization, and financial resources.

6. Award of Contract - Rejection of Bids: If a contract(s) is/are awarded, JCHA will award to the lowest responsive, responsible Contractor(s) who, in JCHA's opinion, best complies with the criteria outlined in this Request for Proposal taking into consideration linkage agreements with other municipalities, price, methodology, quality, past performance and the time specified in the proposal for the performance of the Contract. JCHA reserves the right to accept or reject any or all proposals if it may deem it best for the public good, and to waive any informality in the proposals received. JCHA also reserves the right to reject the bid of any bidder(s) who has previously failed to perform properly.

BID FORM

BID FOR LAWN MAINTENANCE AND GUTTER CLEANING SERVICES

TO: Housing Authority of the County of Jackson, Illinois
300 North 7th Street
P.O. Box 1209
Murphysboro, IL 62966

1. In compliance with the Invitation for Bids, and subject to the Conditions, Provisions, and detailed Specifications, the undersigned proposes to perform work set forth in the specifications for a period of one (1) year for a bid price as set forth below:

   A. Proposal No. 1/Contract No. 1: Bid for Lawn Care and Gutter Cleaning Services at the Carbondale Sites, IL53-02, IL53-08, IL53-10, IL53-12, IL53-14, and IL53-16 for a price of _____Dollars ($_____).

   B. Proposal No. 2/Contract No. 2: Bid for Lawn Care and Gutter Cleaning Services at Murphysboro Sites, IL53-01, IL53-03, IL53-07, IL53-11, IL53-13, and IL53-15for a price of _____Dollars ($_____).

   C. Proposal No. 3/Contract No. 3: Bid for Lawn Care and Gutter Cleaning Services at the DeSoto Site, IL53-05 for a price of _____Dollars ($_____).

   D. Proposal No. 4/Contract No. 4: Bid for Lawn Care and Gutter Cleaning Services at Elkville Sites, IL53-04, IL53-09, IL53-17, and IL53-22 for a price of _____Dollars ($_____).

   E. Proposal No. 5/Contract No. 5: Bid for Lawn Care and Gutter Cleaning Services at Ava Sites, IL53-19 and IL53-21 for a price of _____Dollars ($_____).

   F. Proposal No. 6/Contract No. 6: Bid for Lawn Care and Gutter Cleaning Services at the Grand Tower Site, IL53-06 for a price of _____Dollars ($_____).

   G. Proposal No. 7/Contract No. 7: Bid for Lawn Care and Gutter Cleaning Services at ALL sites for a price of _____Dollars ($_____).

2. If awarded the contract, the undersigned agrees to furnish all labor and equipment, and perform all work specified for a period of one (1) year. The PHA reserves the right to renew the contract for up to four (4) additional years at a price to be agreed upon between the parties.

3. In submitting this bid, it is understood that the right is reserved by the Housing Authority to reject any and all bids.

4. Attached hereto is an Affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid or the submitting of bids for the contract for which this bid is submitted.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date _____, 20_____. _____

(Name of Bidder)

Official Address:

By_____

Print Name_____

Title

Telephone:_____

(SEALED - if bid by Corporation)

FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

State of)
) ss
County of)

_____, being first duly sworn, deposes and states: That he/she is

_____

(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of the County of Jackson, Illinois, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:
Bidder, if an individual
Partner, if bidder is a partnership
Officer, if bidder is a corporation

Subscribed and Sworn to before me
this ____ day of _____, 20_____.

Notary Public

Commission Expires:

FORM OF CONTRACT

LAWN MAINTENANCE AND GUTTER CLEANING CONTRACT

THIS AGREEMENT is made this _____day of_____, in the year Two Thousand Twenty_____by and between

hereinafter called the 'Contractor', and

The Housing Authority of the County of Jackson, Illinois
300 North 7th Street
P.O. Box 1209
Murphysboro, IL 62966

hereinafter called the 'JCHA'.

WITNESSETH, That the Contractor and the JCHA, for the consideration stated herein, mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, equipment and services, and perform and complete all work required for lawn maintenance and gutter cleaning services at (LIST LOCATIONS), Jackson County, Illinois, in strict accordance with the Specifications, as prepared by the JCHA, which said Specifications are incorporated herein by reference and made a part hereof.

ARTICLE 2. The Contract Price. The JCHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions are provided in the Specifications, the sum of $_____ payable monthly during the mowing season as set forth in the specifications.

ARTICLE 3. Contract Time. The Contractor shall commence April 1, 2024, and terminate November 30, 2024, unless terminated prior thereto in accordance with the Specifications. The PHA reserves the right to renew the contract for up to an additional four (4) years at a price to be agreed upon between the parties.

ARTICLE 4. Non-Discrimination. "During the performance of this contract, the Contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such actions shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training -- including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment, without regard to race, color, religion, sex or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contract will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contract will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 5. No member, officer, or employee of the Local Authority, no member of the governing body of the locality in which the Development is situated, no member of the governing body of the locality in which the JCHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

ARTICLE 6. Hold Harmless Agreement. The Contractor shall indemnify and hold harmless the Housing Authority and its employees from and against all claims for personal injury or property damage, including claims against the Housing Authority, its agents or servants, and all losses and expenses, including reasonable attorney fees that may be incurred by the Housing Authority defending such claims, arising out of or resulting from the performance of the work but only to the extent caused in whole or in part by any negligent act or omission by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and not to the extent it is caused in part by a party indemnified hereunder. In any and all claims against the Housing Authority or any of its agents or servants by an employee or a contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or subcontractor under Workers Compensation Acts, Disability Acts, or their Employee Benefits Acts.

ARTICLE 7. Contract Documents. The contract shall consist of the following component parts:

a. This Instrument
b. General Conditions
c. Special Conditions
d. Specifications for Lawn Maintenance
e. HUD determined Wage Decision

This instrument, together with the other documents enumerated in this Article 7, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 4 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

IN WITNESS WHEREOF, the parties hereto have caused This Instrument to be executed in three (3) original counterparts as of the day and year first above written.

Attest:

_____ _____

Contractor

By

Title

Business Address:

_____

FEIN

Attest:

Housing Authority of the County of Jackson, Illinois

_____

By: Brigitta Mac-Rizzo

Title: Executive Director

Business Address:

300 North 7th Street
P.O. Box 1209
Murphysboro, IL 62966

SPECIAL CONDITIONS

1. All bids, either mailed or otherwise delivered, shall be directed to the address shown on the Invitation and Bid Form, prior to the time stipulated for opening of bids. Bids posted in the United States will require postage, prepaid by bidder. Envelopes used for mailing bids shall be clearly marked for identification in the lower left hand corner as "BID DOCUMENT".

2. Each month the Contractor shall submit a statement for services completed during the previous month.

3. The term "Contractor" as used herein, means the individual, partnership, company, or corporation to whom a contract award is made.

4. The term "Subcontractor" as used herein, means the individual, partnership, company, or corporation to whom the Contractor may sublet any portion of the contract work specified herein.

5. The Contractor shall assume any and all responsibility for any and all items of contract work performed by any subcontractor.

6. The Contractor shall have minimum insurance coverage as follows:

   a. Worker's Compensation, in accordance with State Worker's Compensation Laws.

   b. Commercial Liability with a combined single limit for bodily injury and property damage of $1,000,000.00 per occurrence.

   c. Automobile Liability on owned and non-owned vehicles for a combined single limit for bodily injury and property damage of $500,000.00 per occurrence.

The Housing Authority of the County of Jackson, Illinois shall be named as insured for contingent liability on all liability insurance policies required to be purchased under the provisions of these Contract Documents. Current valid Certificate of Insurance must be on file with the JCHA at all times during the term of the contract.

7. This contract may be terminated by the JCHA upon thirty (30) days written notice thereof to the Contractor. Time shall be computed from the date of mailing of such notice of termination.

8. No change in the contract work shall be made by the Contractor unless he has received a prior written order from the JCHA. No claim for an adjustment of contract price or time shall be valid unless so ordered.

9. The contract resulting from this invitation shall remain in force for a period of one year from the date of execution. At the sole discretion of the PHA, the contract may be extended for up to an additional four (4) years by a contract modification.

SPECIFICATIONS FOR LAWN MAINTENANCE

1. PERIOD OF CONTRACT: The seasonal period is from April 1st through November 30th for each year of this contract. The contract shall be for one year, but may be extended for up to an additional two (2) years by a contract modification at the sole discretion of JCHA.

2. SPRING CLEAN-UP: Spring clean-up including cleaning out all housing unit gutters will take place between **April 1 and April 15** or when the weather permits. Please take precautions when cleaning out gutters to not leave debris on tenant's stoops and sidewalks. All debris (paper, cans, bottles, twigs, etc.) will be picked up from the turf, shrub beds, flower beds and areas of decorative stone. NOTE: During this period, leaves need not be removed from the turf but should later be mulched into the lawn when mowing commences. Likewise, when mowing is scheduled to begin, leaves in shrub beds, flower beds and areas of decorative stone should be raked or blown onto the turf in order to be mulched by the mower.

3. MOWING: Mowing shall be during the period of April 1 through November 30. A minimum of four (4) mowings per month should be scheduled between April 1 and November 30. Additional mowings may be required during these time periods and shall be determined by the rate of the growth of the grass.

   A. MOWING HEIGHT: During the contract period, the contractor should attempt to maintain an even grass height at 2-3 inches (cutting range) as dictated by weather conditions. The contractor shall take care to ensure that no lawn areas are missed, including small lawn areas that may not be accessible to large mowers.
   B. FREQUENCY OF MOWING: Frequency of mowing shall be determined by the rate of the growth of the grass. Mowing shall be no more than a Seven (7) day cycle for all Developments. All Hi-Rises (IL53-07, IL53-08, IL53-11, IL53-12, & IL53-15) shall be mowed on Fridays. When grass growth is slow or dormant due to very hot and dry periods, mowing may be scheduled less often. Trash pickup will still be required during such periods.
   C. GRASS CLIPPINGS: Mowing shall result in grass clippings that are finely cut and mulched back into the lawn. **Grass clippings shall be removed or power blown off of all patios, walkways, driveways, and parking lots.**
   D. MOWING SCHEDULE: Mowing shall be scheduled any day Monday through Friday. Alternate mowing days, including weekends, are permissible when weather conditions force a change in schedule, or when the PHA grants permission. Mowing should never commence earlier than 7:00 a.m. Contractor shall provide the PHA with their schedule of which developments they will mow on which days.

4. TRIMMING/EDGING: Trimming/edging shall be performed before or after each mowing.

   A. Trimming/edging is defined as cutting stray high grasses to the same height as the lawn area. The contractor shall be responsible to trim and edge before or after each mowing. The amount of trimming/edging can be reduced by the following practices:

13. Do not mow wet grass
14. Maintain sharp blades on mowing equipment
    - Using hand mowers near buildings or other confined areas where access by tractors would be restrictive.

Grass shall be trimmed and edged before or after each mowing at areas adjacent to building foundations, light poles, signs, fire hydrants, utility boxes, catch basins, parking lots, sidewalks, **(to include growth through cracks in sidewalks or parking lots)** curbs, gutters, trees, plant beds, playground borders, a/c units, downspouts, splash blocks, etc. **Trimmings shall be removed or power blown off driveways, parking lots, walkways and patios. Any trimmings left in the turf shall be finely cut so as to be mulched into the lawn.** Note: The contractor shall take care when trimming near the fins of central air conditioning units or vinyl siding so as not to cause damage.

5. SPRAYING: to be completed Agency Wide on the basis that the Housing Authority will call for the service when it is needed and not to exceed once a month or more than 3 times during the mowing season. Spraying will be done on an as needed basis and will include spraying cracks in sidewalks, parking lots, fence lines, flower beds, around gas meters, A/C units, concrete or rocked drainage areas and in locations that a string trimmer can not access without damaging Housing Authority property. This will be done within 30 days of the request, weather permitting.

6. FALL CLEAN UP: Fall clean-up including cleaning out all housing unit gutters will take place between **November 15 and November 30** or when the weather permits. Please take precautions when cleaning out gutters to not leave debris on tenant's stoops and sidewalks. At the discretion of the contractor, leaves shall be either finely mulched into the turf or raked and removed.

13. TRASH PICK UP: The Housing Authority will do their best to have trash picked up prior to the Contractor arriving to each site. However, the contractor shall pick up any remaining trash from the grounds prior to mowing during the period April 1 through November 30. Trash pick-up is limited to the turf and plant bed areas.

14. CONTRACTOR: The contractor shall supply all equipment, materials and manpower to complete all specified work in a timely manner.

10. MINIMUM WAGE DETERMINATION: The contractor shall pay the minimum HUD Determined (Form HUD-52158) wage of $14.00 per hour for mowing, trimming and trash pickup.

11. SITES: Development site diagrams showing the locations of all housing authority properties are attached to and made a part of this specification.

12. Each bidder shall attach a statement to his bid listing the type of equipment to be used in the performance of the contract. The Executive Director or his designated representative shall have the right to inspect bidder's equipment prior to the award of the contract.

13. Contractor shall hold and save the JCHA, its officers, agents, servants, and employees harmless from liability of any nature or kind arising out of the performance of the contract.

14. Contractor will be held responsible in the event of damage to JCHA or tenant property resulting from Contractor negligence.

13. Contractor shall at all times treat PHA residents with respect and shall never be confrontational with residents. If the contractor encounters a problem with any PHA resident, the contractor shall report such problems to the PHA and allow PHA to correct such problems.