

### REQUEST FOR PROPOSALS (RFP) Lawn Mowing and Landscaping Services For Various Locations Around LeRoy, Illinois October 21, 2019

**Proposal Deadline:** Monday, November 4, 2019, @ 8:59 am, with a bid opening to follow at 9:00am, LeRoy City Hall, 207 S. East Street, LeRoy, Illinois 61752

### **Overview**

The City of LeRoy, Illinois, is seeking proposals for a contractor who has demonstrated abilities to perform the attached Scope of Work. The contractor must be currently in the business of providing lawn and landscape maintenance services of this type and must have been doing so for a minimum of at least five (5) consecutive years. All applicable federal, state, and local laws, ordinances, and regulations must be adhered to by the contractor.

Contractors submitting a proposal should review the procurement requirements listed. Specifically, the selected contractor will be required to:

- Execute a contract with the City of LeRoy;
- Complete certain forms and certifications; and
- Maintain General Liability Insurance (\$1,000,000 minimum); Worker's Compensation Insurance (\$500,000); Business Automobile Liability Insurance (\$1,000,000); and furnish proof of such insurance.

No contractor who is the recipient of City of LeRoy funds, or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee, applicant, or any member of the public because of race, color, sex, gender, sexual orientation, religion, age, marital status, national origin, veteran's status, physical or mental disability or perceived disability, or any other criteria protested by law. Discriminatory practices based on the foregoing are declared to be contrary to the public policy of the City of LeRoy. The City of LeRoy complies with all Equal Employment Opportunity and Prevailing Wage requirements.

The City of LeRoy does not discriminate in the admission of, or employment in, its programs, activities, or services. Minority and female-led businesses, as well as contractors located within the City of LeRoy or McLean County, are encouraged to submit proposals.



## **Proposal Submittal**

Proposal responses shall be submitted on the Proposal Submission Form (pages 9-10). All costs are to be final.

All proposals must be signed and dated. Unsigned and/or undated proposals will be returned to the contractor and deemed ineligible for consideration.

Proposal must include a minimum of three (3) professional references. These references should be attached to the Proposal Submission Form and include current contact information, including: name, address, telephone number, and email address.

Proposal must be for three (3) mowing seasons in years 2020, 2021, 2022. Please complete a different Proposal Submission Form for each year, and identify the year near the top of the form.

Please direct any questions regarding proposal submission to the Contract Manager listed on page 8.

Completed proposals must be received no later than Monday, November 4, 2019, @ 8:59am and delivered to: LeRoy City Hall, 207 S. East Street, LeRoy, Illinois, 61752, and must be clearly marked "Lawn Mowing and Landscaping Services Bid."

**<u>NOTE</u>**: Proposals received <u>after</u> this deadline will be refused and deemed ineligible for consideration at the City's sole discretion.

### **Selection of Contractor**

The City of LeRoy will review all proposals submitted and if deemed to be in the best interest of the City, a contractor will be chosen. The City shall be free to accept any proposal it deems appropriate in its sole discretion. The City shall be free to reject all bids in its sole discretion. The City will determine final scope and project components, based on funding availability.

The contractor selected will be required to submit a certificate of insurance naming the City of LeRoy as an additional insured, which will be reviewed by the City Administrator's Office.

A contract will then be negotiated between the selected contractor and the City, with each agreeing to the terms of the contract and affixing authorized signatures. The selected contractor will be required to complete all forms and certifications required by the City, as well as State and Federal governments.

#### **Proposal Requirements and Examination of Work to be Performed**

The contractor is required to thoroughly examine the RFP requirements and the work contemplated, and it will be assumed that by submitting a bid proposal the bidding contractor has investigated properly and is satisfied as the requirements. It is mutually agreed that submission of a request for proposal shall be considered prima facie evidence that the contractor has made such examination.



Before submitting the RFP, the contractor shall examine the scope of work and visit the site of the work to become familiar with the working conditions and the exact nature and extent of the work, taking into account any special or unusual features peculiar to this project. By submitting a proposal the contractor, if selected for award, shall be deemed to have accepted the terms of this RFP.

# **General Information – Scope of Services**

This scope of work pertains to the requirements of maintaining grass and landscaped areas at various locations in the City. As part of the response to this RFP, bidders, if awarded, will be required to fill out a weekly check sheet showing what tasks were performed. The overall responsibility of the contractor is to coordinate, plan, manage, and perform activities described in this RFP to maintain an acceptable appearance in those areas included in the RFP.

The contract shall furnish all labor and materials necessary to perform the mowing and landscaping maintenance tasks in the RFP. Contractor shall complete all the tasks listed below and will comply with all the requirements and specifications.

It shall be the contractor's responsibility to verify the areas, sizes, and quantities of the surfaces and items to be maintained in this RFP. Failure of the contractor to verify the listed amounts shall not relieve the contractor of the responsibility to provide all services required to the standards included herein, for the prices submitted in contractor's proposal.

### Hours When Work Is To Be Performed

All work is to be performed Monday through Saturday 7:00am-6:00pm and Saturday 8:00pm-5:00pm. No work shall be performed on Sunday without advanced approval from the Contract Manager or the City Administrator.

# **<u>Scheduling of Work – Beginning Of Contract Term</u>**

At least five (5) business days prior to the commencement of the contract, the Contractor shall submit in writing to the Contract Manager or his/her designee, the name of the On-Site Supervisor authorized to act for the contractor in every detail for the lawn mowing and landscaping services.

At least five (5) business days prior to the commencement of the contract, the Contract Manager or his/her appointee, will confer with the Contractor and review the total specification requirements, total workload and the lawn mowing and landscaping services proposed by the contractor.

### **Specifications**

The lawn and landscaped areas must be maintained and serviced at the frequency and to the standards as detailed in these specifications. The Contract Manager or his/her



designee shall determine whether the tasks have been performed, and that the performance is in accordance with the standards set forth in these specifications. Failure to perform a task or to perform a task to the specified standard will result in reductions in the Contractor's monthly invoice.

The following standard outlines the scope of services and responsibilities required of the contractor, but may not be inclusive of the entire scope of services. The specifications outline the quantity and category of work required. Other parts of the contract (not included here) provide requirements such as insurance and licensing standards, hours of work, work authorizations, etc.:

- 1. Contractor shall replace, at no additional cost to City, any turf, plant materials, or any other City property damaged as a result of improper maintenance attention or procedures. Replacement material shall be of the same size and variety as the dead or damaged material. Property damage must be remedied within two (2) weeks of identification of damage. Alternatives to size, variety, and schedule of replacement must have written permission of the City.
- 2. Contractor is not responsible for losses, repair, or replacement of damaged work or plant material resulting from theft, extreme weather conditions, vandalism, vehicular incidents (other than Contractor's vehicles) or the acts of third parties over whom the Contractor has no reasonable means of control.
- 3. Contractor shall inform the City on a monthly basis of plant losses unrelated to the maintenance activities that are observed by the contractor's employee(s) while conducting regularly scheduled services on City property.
- 4. Contractor will provide staff able to perform work at the highest standards of horticultural excellence. Key staff shall have current knowledge of best management practices regarding: safety, hazardous material spill response, and lawn care. The City reserves the right to demand the replacement of Contractor's staff that do not meet the City's standards for safety, professionalism, or horticultural knowledge.
- 5. Contractor will provide an emergency contact list identifying the names, positions held, and phone numbers of key maintenance personnel. Contractor will provide cellular telephone numbers for the Site Supervisor.
- 6. Contractor will attend meetings and site inspections of the grounds as requested by the Contract Manager or City Administrator.
- 7. Contractor shall maintain a computerized log of activities performed and provide a written copy monthly.
- 8. Contractor shall establish a schedule/chart for regular maintenance activities by area and submit to the Contract Manager for review. Contractor and the Contract Manager shall work together to adjust the schedule where necessary to avoid conflicts. There are several events that go on each year that require property to be in compliance with the specifications of the RFP at the time of the event (e.g., Fall Festival and Park Fest) as well as ongoing State requirements for compliance.



- 9. All areas will be mowed with professional quality mowing equipment. Prior to each mowing, remove all litter and debris from lawn areas. Alternate mowing direction where feasible every mowing. Maintain a uniform lawn height free from scalping.
- 10. The City and Contractor will evaluate and determine any areas that require bagging and removal of clippings on regular year-round basis.
- 11. Contractor is responsible for any damage incurred as a result of mower damage to trees and shrubs and must repair or replace any such damage at no cost to the City.
- 12. Clippings will be swept or blown after each mowing. Sweeping is encouraged when feasible. Clippings are <u>not</u> to be blown onto sidewalks or streets.
- 13. Contractor shall trim all formal lawn areas that cannot be reached by a mower after each mowing. Areas to be trimmed include any lawn adjacent to poles, signs, trees, walls, and other obstacles. Perform trimming to the same height as mowing and remove larger debris.
- 14. Contractor shall trim around all guardrails every other mowing.
- 15. Contractor is responsible for any damage incurred as a result of trimmer or edger use. Damage to trees and shrubs resulting from such use shall be repaired or replaced at no cost to the City.
- 16. Personnel employed by the Contractor shall be capable employees qualified for this type of work. A fully qualified work force shall be maintained throughout the period of this contract. All personnel shall receive close and continuing first-line supervision.
- 17. The Contractor's supervisors shall be fully and adequately trained and have a minimum of five (5) years experience in lawn and landscaping supervision sufficient in scope to meet the approval of the Contract Manager.
- The Contractor shall employ the quantity and quality of supervision necessary for both effective and efficient management of law and landscaping operations at all times.
- 19. Contractor shall be liable for any damages caused directly, indirectly, intentionally, or unintentionally by its employees.
- 20. The Contractor shall provide an on-site supervisor who will represent the contractor concerning the application of this contract. The Supervisor will engage in routine communications with the Contract Manager or his/her designee to receive instructions or other input regarding lawn mowing and landscaping needs. The Supervisor is responsible for directing the contractor's work force and accountable for all activities and behavior of all personnel assigned by the contractor to perform work under this contract. The Contractor shall be responsible for all training and safety precautions related to the work performed under this contract.
- 21. The City demands strict conformance to the standards and frequency specified. The Contract Manager or his/her designees will inspect all completed work and will ascertain that the tasks have been satisfactorily completed.



# **Mowing Schedule**

- 22. The mowing season will run from April-November in a given calendar year.
- 23. Mowed one (1) time per week or twenty-three (23) times per season:
  - a. Gaultney Park (Intersection of Buck and Green Streets);
  - b. Island at Washington and Walnut Street intersection on 150;
  - c. Kiwanis Park (Downtown Circle Park between Chestnut and 150);
  - d. Police Department side and rear yards (111 E. Center Street);
  - e. Right-of-way (ROW) along East and Chestnut Streets (Downtown Area);
  - f. Area directly South of Freedom Gas Station, across 150 (State/Railroad Property);
  - g. Bowman Park and ROW along Center Street (400 block of E. Center Street);
  - h. ROW by concrete ditches on the west side of Mill Street (Bowman Park and Library);
  - i. Park Avenue Boulevards (between Center and Vine Streets);
  - j. City Hall (207 S. East Street);
  - k. ROW South of old firehouse building (110 S. East Street);
  - 1. Pleasant Valley Island Entrance and ROW on east side of entrance (S. Chestnut Street);
  - m. Lester Wilson Park (108 Pheasant Lane, Golden Eagle Subdivision);
  - n. Falcon Ridge Park (200 Falcon Ridge Drive);
  - o. 102 Marsh Hawk Drive (Across from Falcon Ridge Park);
  - p. ROW on Chestnut Street (Cedar Street to Sunset Drive);
  - q. Street Department Facility (410 N. Hemlock Street);
  - r. Water Treatment Plant (710 N. White Street); and
  - s. South Water Tower Property (Bicentennial Drive).
- 24. Mowed one (1) time every two (2) weeks during season:
  - a. ROW from Sunset Street to I-74 overpass on both sides of South Chestnut Street;
  - b. Brickyard Fields Park (East of Falcon Ridge Subdivision on County Road 21); and
  - c. Howard Virgin Timber Park (Route 150 East of LeRoy).
- 25. Mowed at the request of the Street Department Superintendent:
  - a. City Landfill (South of Golden Eagle Subdivision on Salt Creek Road); and
  - b. Fox Run Detention Basin (East end of Fox Run Subdivision).



### **Payment to Contractor**

At the end of each month, the contractor shall render to the Contract Manager their invoice for the services provided during the preceding month. The invoice shall not exceed  $1/9^{\text{th}}$  of the annual base amount of the contract.

Requests by the Street Department Superintendent to mow and trim the City of LeRoy Landfill and the Fox Run Detention Basin shall be itemized separately.

The Contract Manager, or his/her designee, shall review the invoice and any necessary reductions which must be made in accordance with the conditions of the contract. Should the contractor's invoice not include all necessary reductions, the invoice shall be reduced by the amount of the non-included reductions and processed for payment. The contractor shall be notified of the reductions made and supplied with copies of documentation supporting those reductions.

#### **Reductions in Pay**

Reductions for below standard work will be made if, after the second documented notification, the Contractor has not corrected the deficiency and City worker(s) are assigned to perform the task(s) or was not completed at all by the contractor.

Reductions for non-performance will be made if the task(s) was not done and City worker(s) have to be assigned immediately to perform the task(s).

Reductions for the above issues will be based on the hourly billing rate of the City employee(s) plus benefits assigned to perform the task(s) times the hour(s) required for City worker(s) to perform the task(s). If the work was not performed by the contractor and was omitted, a deduction based on the percentage of the overall monthly bill minus the work not completed will be calculated and the bill adjusted accordingly.

#### **Changes and Termination of Contract**

The Contract Manager may, at any time, have to change the scope of the contract by written modification. The contractor will be notified of the intended changes in writing and will be given an opportunity to provide agreement or input to the suggested modifications. Upon execution of the changes, the contractor's monthly invoice shall be adjusted if necessary to reflect the value of the change in the services under the contract.

The City may cancel the contract at any time, for any reason, upon given thirty (30) days' written notice to the contractor. The City shall have the right to terminate the contract immediately without prior notice for any breach of any provision of the contract if not cured within seven (7) days after the Contractor receives written notice from the City.



Creating Our Past by Investing in Our Future

# **Contact Information**

# **Contract Manager**

Dan Lush Street Department Superintendent P: (309) 962-E: <u>dlush@leroy.org</u> **City Administrator** Samantha Walley P: (309)962-3031 E: <u>swalley@leroy.org</u>



# PROPOSAL SUBMISSION FORM CITY OF LEROY LAWN MOWING AND LANDSCAPING FOR VARIOUS LOCATIONS

1.	Company Name
2.	Address (Home Office)
3.	Telephone Number       (Office)   (Cell)
4.	Number of Full-Time Employees
5.	Ownership (Sole Proprietor) Limited Partnership
	(Other, please specify)

- 6. Proposal Prices. Fixed prices for all requirements identified under Scope of Services. Pricing submitted in this portion must be fully inclusive of all anticipated costs of the RFP and shall include all costs for management, supervision, labor, and materials associated with the RFP:
  - a. Cost of each area per mowing

1. Gaultney Park:	12. Pleasant Valley Island & ROW
\$	\$
2. Washington/Walnut	13. Lester Wilson Park
Island \$	\$
3. Kiwanis Park	14. Falcon Ridge Park
\$	\$
4. Police Department	15. 102 Marsh Hawk Drive
\$	\$
5. East/Chestnut ROW	16. Chestnut ROW
\$	\$
6. Freedom Gas South	17. Street Dept. Facility
\$	\$
7. Bowman Park & ROW	18. Water Treatment Plant
\$	\$
8. Concrete Ditch ROW	19. South Water Tower
\$	\$
9. Park Ave Boulevards	20. Sunset/Chestnut ROW
\$	\$
10. City Hall	21. Brickyard Fields Park



Creating Our Past by Investing in Our Future

\$	\$
11. Old Firehouse ROW	22. Howard Virgin Timber Park
\$	\$

- b. Total cost of locations 1-19 (for 23 mowings) \$\_\_\_\_\_
- c. Total cost of locations 20-22 (for 12 mowings) \$\_\_\_\_\_
- d. Cost per mowing of City Landfill
  \$\_\_\_\_\_\_
- e. Cost per mowing of Fox Run Detention Basin \$\_\_\_\_\_

Signature Authorized Representative

Print Name Authorized Representative

Title of Authorized Representative

Date