REQUEST FOR PROPOSAL (RFP)



ASPHALT SERVICES RFP-240099 PARKING LOT CRACK FILLING, SEAL COATING & STRIPING

Housing Authority of the County of DeKalb 310 N 6th Street DeKalb IL 60115

JANUARY 29, 2024

RFP Document

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INTRODUCTION

The Housing Authority of the County of DeKalb (hereinafter, "HACD") is a public entity that was formed in 1946 to provide federally subsidized housing and housing assistance to low-income families, within the County of DeKalb. The HACD is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and the HACD's procurement policy. Owner's Contacting Officer (CO) for the work is its Capital Projects, Contracts & Procurement Manager.

Currently, the HACD owns and/or manages: multi-family apartment complexes totaling 391 units, and administrates a total of 611 Section 8 Housing Choice Vouchers (for a total of 1,002). The HACD currently has approximately 23 employees.

In keeping with its mandate to provide efficient and effective services, the HACD is now soliciting proposals from qualified, licensed and insured entities to provide the above noted services to the HACD. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

RFP INFORMAT	FION AT A GLANCE [Table No. 2]
HACD CONTACT PERSON	Randy J. Bourdages Capital Projects, Contracts & Procurement Manager Telephone [815-758-2692 x.122] Cell Phone [815-739-0010] rbourdages@dekcohousing.com
HOW TO OBTAIN THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITE	 Access www.dekcohousing.com. Click on <u>Procurement on the top of the webpage.</u>
PRE-PROPOSAL CONFERENCE	N/A
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL	3. As instructed within Section 3.0 of the RFP document, submit 1 copy of your "hard copy" proposal to the HACD Central office.
PROPOSAL SUBMITAL RETURN & DEADLINE	Thursday February 29, 2024, 2:00 p.m. The Housing Authority of the County of DeKalb 310 N. 6 th Street, DeKalb, IL 60115 The proposal must be received in-hand and time-stamped by the HACD by no later than 2:00 PM on this date.

1.0 HACD'S RESERVATION OF RIGHTS:

- 1.1 The HACD reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the HACD to be in its best interests.
- 1.2 The HACD reserves the right not to award a contract pursuant to this RFP.
- 1.3 The HACD reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).
- 1.4 The HACD reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 1.5 The HACD reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the HACD Contracting Officer (CO).
- **1.6** The HACD reserves the right to negotiate the fees proposed by the proposer entity.
- 1.7 The HACD reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- **1.8** The HACD shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.9 The HACD shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.
- 2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S): The HACD is seeking proposals from qualified, licensed and bonded entities to provide the following detailed services:

Contractor to provide Parking Lot maintenance to include crack filling services, seal coating and striping of parking lots and driveways at HACD sites as outlined in this specification. (Table 3) There may need some asphalt patching as well. The contractor shall furnish all personnel, parts, materials,

equipment, tools and services in conformance with the specifications. Services shall be provided by qualified and trained service personnel. The contractor shall also repair or replace asphalt as requested by the HACD representative. All labor, travel cost and equipment cost for additional services shall be billed according to rates quoted in the contractors proposals and as authorized via HACD issued Task Orders.

2.1 Service Locations: The successful proposer will, as required by code, law or regulation, provide required services to the parking lots at the following HACD developments:

HACD Service Locations

(All measurements by Proposer)

[Table No. 3]

RFP	Building Name	Item	01		5
Section		No.	Qty	U/M	Description
					507 E Taylor Street DeKalb
2.1.2	Taylor Street Plaza				
2.1.2		1		Lin. Ft	Crack Filling
2.1.3		2		Sq. Ft	Asphalt Seal Coating
2.1.4		3		Lin. Ft	Striping
2.1.5		4		Sq. Ft	Patching
					720 14 th & 1428 Lewis Streets DeKalb
2.1.6	Lewis Court		DeKalb		
2.1.7		1		Lin. Ft	Crack Filling
2.1.8		2		Sq. Ft	Asphalt Seal Coating
2.1.9		3		Lin. Ft	Striping
2.1.10		4		Sq. Ft	Patching
					350 Grant Street Sycamore
2.1.11	Civic Apartments		Sycamore	Ì	
2.1.12		1		Lin. Ft	Crack Filling
2.1.13		2		Sq. Ft	Asphalt Seal Coating
2.1.14		3		Lin. Ft	Striping
2.1.15		4		Sq. Ft	Patching
					-
					275 North Cross Street Sycamore
2.1.16	Mason Court		Sycamore		
2.1.17		1	_	Lin. Ft	Crack Filling
2.1.18		2		Sq. Ft	Asphalt Seal Coating
2.1.19		3		Lin. Ft	Striping
2.1.20		4		Sq. Ft	Patching
				•	

				Buildings 101 - 110 Courtyard
Mason Court		Cucamara		buildings 101 - 110 Courtyard
Mason Court	1	Sycamore	lin Et	Crack Filling
	•			Crack Filling
				Asphalt Seal Coating
				Striping
	4		Sq. Ft	Patching
				D !!!! 004 044 6
Massa Caust		C		Building 201 - 216 Courtyard
mason Court		Sycamore	1	C 1 5:00
				Crack Filling
				Asphalt Seal Coating
				Striping
	4		Sq. Ft	Patching
				Maertz Drive Sycamore
Mason Court		Sycamore		
				Crack Filling
				Asphalt Seal Coating
				Striping
	4		Sq. Ft	Patching
				234 Garden Street
Garden Estates		Sycamore		
	1		Lin. Ft	Crack Filling
	2		Sq. Ft	Asphalt Seal Coating
	3		Lin. Ft	Striping
	4		Sq. Ft	Patching
				427 Haish Blvd
Garden Estates		DeKalb		
	1		Lin. Ft	Crack Filling
	2		Sq. Ft	Asphalt Seal Coating
	3		Lin. Ft	Striping
	4			Patching
				965 Dresser Road
Dresser Court		DeKalb		
	1		Lin. Ft	Crack Filling
	2			Asphalt Seal Coating
	3		Lin. Ft	Striping
l l				
		1	1	1

					3345 Resource Parkway
	Briarwood Apts.		DeKalb		
2.1.50		1		Lin. Ft	Crack Filling
2.1.51		2		Sq. Ft	Asphalt Seal Coating
2.1.52		3		Lin. Ft	Striping
2.1.53		4		Sq. Ft	Patching

					303-313 Gurler Street
	Gurler Apts		DeKalb		303-313 Gurler Street
2.1.50		1		Lin. Ft	Crack Filling
2.1.51		2		Sq. Ft	Asphalt Seal Coating
2.1.52		3		Lin. Ft	Striping
2.1.53		4		Sq. Ft	Patching

					250 McKinley Street
	Sunset View Apts		Hinckley		
2.1.50		1		Lin. Ft	Crack Filling
2.1.51		2		Sq. Ft	Asphalt Seal Coating
2.1.52		3		Lin. Ft	Striping
2.1.53		4		Sq. Ft	Patching

					15 Sequoya Street
	Sequoya Apts		Shabbona		
2.1.50		1		Lin. Ft	Crack Filling
2.1.51		2		Sq. Ft	Asphalt Seal Coating
2.1.52		3		Lin. Ft	Striping
2.1.53		4		Sq. Ft	Patching

2.2 General Requirements/Specifications (listed in alpha order):

- **2.2.1** Additional Work: Installation or repair work shall be performed by the contractor only if HACD has given prior written permission to do so. All such work shall be at HACD's expense, unless such damage or problem was necessitated by the actions or lack of action of the contractor.
- **2.2.2** Applicable Codes/Statutes/Regulations: All work provided by the contractor pursuant to the ensuing contract shall be completed pursuant

to all applicable local code, State Statute, and Federal regulation, and the work plan submitted shall reflect such.

- **2.2.3 Availability:** The HACD work with the contractor to coordinate a time and date for each property listed in [Table 3]
- **2.2.4 Call-backs:** The contactor shall provide unlimited call-back service on guaranteed work.
- **2.2.5 Contractor's Qualifications:** The contractor must be fully qualified to install, inspect and repair the Parking Lot listed herein.
- 2.2.6 Drawings/Lists: Any drawings or lists herein are provided as an aid only to the prospective proposers. These items do not purport to show the full scope or exact location of all applicable Parking Lots, but do purport to show the approximate quantities and locations of the Parking Lots at each location listed. It is the responsibility of each proposer to carefully inspect the premises listed and to notify the CO, in writing, of any discrepancies in the drawings or lists provided. If any prospective or successful proposer has difficulty in locating the Parking Lots listed, it is his/her responsibility to locate and question the on-site HACD personnel as to the possible locations of such Parking Lots and to notify the CO, in writing in a timely manner, of any such Parking Lot that cannot be located. If there is any discrepancy between the Parking Lot listed herein and the Parking Lot actually at the site, all work performed by the contractor shall be at the unit rates proposed by the contractor in response to this RFP.
- 2.2.7 Emergency Situations: The contractor must inform HACD designated contact, immediately verbally or by telephone and within 24 hours in writing, of any life-threatening or possibly dangerous situations that come to the attention of or are discovered at any time by the contractor. The contractor shall also within 3 work-days of becoming aware of such, notify HACD designated contact of any necessary and/or recommended work or additions he/she feels is necessary to the existing Parking Lots. Such notification shall include a fully detailed proposal to correct the situation, which shall include:
- **2.2.6.1** A fully detailed statement of the problem, identifying and quoting any applicable code, law or regulation.
 - **2.2.6.2** The corrective action proposed.
 - **2.2.6.3** The detailed costs, at the applicable contract rates, separating materials and labor.

- **2.2.6.4** The proposed timeframe for the corrective action.
- **2.2.7 Employee Identification:** At all times while on HACD property to perform work, all employees, agents and representatives of the contractor shall wear distinctive identifications (i.e. uniforms; photo ID badge; etc.) to clearly identify that person as a representative of the contractor.
- 2.2.8 Failure to Perform: If the contractor fails to perform the work required by the terms of the ensuing contract in a diligent, timely and satisfactory manner, HACD may perform or cause to be performed all or any portion of such required work. The contractor agrees that he/she will reimburse HACD for any such expense incurred by HACD; or, HACD may, without prior notice to the contractor, deduct such amount from any sum owed to the contractor by HACD.
- **2.2.9 Guarantee:** All work performed by the contractor shall be fully Guaranteed for 1 year including labor and materials.
- **2.2.10 Incomplete Listing:** The contractor shall inform HACD, in writing, within 5 days of the discovery of such, as to any incorrect or incomplete listing of Parking Lots included as a part of this document.
- **2.2.11 Inspections/Schedules:** It is expected that contractor will complete all inspection work prior to submitting a proposal. These inspections are required and the contractor shall be responsible for any financial costs incurred as the result of his/her failure to identify the work required in advance of submitting his/her proposal.
 - **2.2.11.1** Type of proposed repair;
 - **2.2.11.2** Applicable HACD location;
 - **2.2.11.3** Specific planned start date for each location;
 - **2.2.11.4** Name of the inspector and his/her contact number.
- 2.2.12 Invoices: All billing invoices for services must be emailed to the hacd@avidbill.com and type in subject line Invoice. The invoice should include the project site name and address within no more than 30 days of completion of the work. All closing documents shall be emailed to rbourdages@dekcohousing.com prior to any and all invoices being paid. HACD shall endeavor to pay the net amount within 30 days of receipt all such invoices and closing documents and they are properly submitted.
- **2.2.13 Labor vs. Parts/Supplies:** The contractor shall be responsible to provide all labor to accomplish the services noted herein. HACD shall be

responsible to pay to the contractor, at the rate agreed upon (i.e. cost plus) for all parts, equipment and supplies used to accomplish the work.

- 2.2.14 Local Code Changes: The contractor shall be responsible for ensuring that all material that is installed is in conformance with all applicable local, State and Federal regulations, codes and/or laws. All work shall be performed by the contractor in conformance with all applicable local, state and federal requirements.
- 2.2.15 Modifications: At any time during the ensuing contract period, should the contractor wish to make any change, modification or addition to the existing equipment, including whether or not such entails additional payment to the contractor by HACD, the contractor shall submit such request in written form to the designated HACD contact person and may not proceed unless written permission is granted to proceed.
- 2.2.16 Normal Work Hours/Overtime Costs: Unless otherwise approved by the designated HACD contact person, all scheduled work shall be performed during normal business hours and day (typically, Monday-Friday, 7:00 a.m. to 5:00 p.m., excluding designated holidays). To perform the work required by the ensuing contract, the contractor shall not be entitled to any overtime payment, except as approved prior in writing by the designated HACD contact person.
- **2.2.17 Supplies:** In performing the required work the contractor agrees to provide only the best material normally used for the project at hand.
- **2.2.18 Performance Requirements:** Each proposer shall include as a part of the information submitted under Tab No. 4 the performance standards he/she will meet. All work shall be conducted pursuant to the manufacturer's current standards.
- **2.2.19 Posting of Notice:** The contractor shall post adjacent to the ongoing work a clearly visible notice identifying the contractor by name and the applicable emergency telephone number.
- 2.2.20 Removal of Equipment: No related equipment owned by HACD may be removed without the written permission of the designated HACD contact person, and then such will occur only at the convenience of HACD. If the Contractor desires to remove equipment, he/she shall deliver to the designated HACD contact person at least 10 days prior to such a written notice of his/her intent to do so, along with a detailed explanation as to why he/she feels such is necessary.

- 2.2.21 Reports: It shall be the responsibility of the contractor to complete, in a legible fashion, during and after each testing, inspection and/or installation, any required reports, copies of which must be delivered to HACD within 10 days of completion of such event, and which shall be delivered by the contractor, as required by any code, law or regulation, to any and all applicable local, State or Federal agencies.
- **2.2.22 Response Time:** The contractor shall arrive at the site within 2 weeks of receiving the task order to accomplish the work or must immediately notify the designated HACD contact person of his/her inability to do such. In each case, HACD shall then have the right to contact another firm to address the problem.
- **2.2.23 Return to Site:** Within no more than 3 days of being notified by HACD, the contractor shall return to any site to correct any work already performed unsatisfactorily.
- 2.2.24 Right to Inspect and Require Work: HACD reserves the right to make such inspections and tests whenever HACD feels such is necessary to ascertain that the requirements of the ensuing contract are being fulfilled. The contractor will be notified in writing of any deficiencies and corrections that must be made and the contractor shall complete such within 5 working days of receipt of such written notification.
- **2.2.25 Service Calls:** The contractor's representative shall check in and out with HACD CO at the site when performing any work at the site.
- **2.2.26 Standards:** All work shall be performed pursuant to standards and codes set by any local, State or Federal agency having jurisdiction (it is the responsibility of the successful proposer or contractor to deliver to HACD prior written notice of any issue of conflict in the standards set by the aforementioned agencies).
- 2.2.27 Structures: The contractor is hereby authorized to make necessary and reasonable preparations such as drilling holes, driving nails, making attachments or other such alterations to maintain, install and/or monitor the required equipment. The contractor shall be responsible (including financially) for any damage to HACD equipment or property that results from such installations by the contractor, except such nominal damage that would normally occur from such installations, such as nail holes, etc., unless such damage was caused as a result of any substandard condition of HACD property not the fault of the contractor.

- **2.2.28 Subcontracting:** Unless prior written permission is given by HACD, all work performed by the contractor shall be performed by the contractor only and shall not be sub-contracted to another firm. HACD reserves the right to not grant such approval.
- 2.2.29 Traffic Plan/Public Safety: The contractor shall be responsible for maintaining public convenience and safety, both inside and outside of the related areas of the premises, during the performance of the work. When necessary, the contractor shall provide portable barriers, clearly distinguishable, and placed at least 10 feet in front of the work area. All barriers must be prominently marked to warn pedestrians and placed in such a manner to ensure safe passage around the work area.
- 2.2.30 Work Plan: Each proposer shall include within the information submitted under Tab No. 4 of the proposal submittal a specific work plan of proposed work for each of the sites identified within Section 2.1 of this document. Such work plan shall detail the specific work that will be completed and within what timeframe. Please be detailed and clear as to what specific services you will perform and when!
- 2.2.31 Written Approval: The contractor shall obtain from HACD designated contact written approval to proceed with any additional work prior to commencing such (EXCEPTION: HACD designated contact may, in the case of an emergency affecting the health, safety or welfare of HACD residents, staff or the public, give the contractor verbal permission to proceed; however, the contractor shall by 10:00 a.m. the next business day, in writing, recap such verbal permission and deliver such by fax or in person to HACD designated contact and gain his/her written signature acknowledging such.) Failure to abide by this requirement shall cause the

contractor to be fully liable and financially responsible for the work performed, which means that HACD shall have no obligation to pay for the work performed, in which case the contractor shall not be allowed to reverse the work.

2.2.31.1 Procedure to Award Additional Work (Task Order): When HACD has need of services, the contractor and HACD representative will meet at the applicable unit, inspect the site and mutually determine the extent of the services needed. Each proposer has already, as a part of his/her proposal submittal, submitted proposed unit fees for the various services that will be needed to complete the work. The following information shall be entered by the contractor on the Task Order form and delivered to HACD. HACD must respond with written approval by signature prior

to the Contractor proceeding with the work.

- **2.2.31.1.1** All applicable descriptions of the services to be provided;
- **2.2.31.1.2** The applicable quantity of each such service (especially as determined at the aforementioned meeting at the site detailed previously within this section);
- **2.2.31.1.3** The applicable unit costs for each such products and/or services;
- **2.2.31.1.4** The calculated total.
- **2.3 State Contractor's License:** As required by State of Nebraska law, the contractor shall have all appropriate licenses.
- 2.4 Current Contractor: HACD's current contractor for these services is N/A.
- 3.0 PROPOSAL FORMAT:
 - 3.1 Tabbed Proposal Submittal: HACD intends to retain the successful proposer pursuant to a —Best Value | basis, not a —Low Bid | basis ("Best Value," in that HACD will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that HACD can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which number

extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also

noted below. None of the proposed services may conflict with any requirement HACD has published herein or has issued by addendum.

[Table No. 3]

TAB	Tab	
Section	No.	Description
3.1.1		Form of Proposal: This Form is attached hereto as Attachment A
	1	to this RFP document. This 1-page Form must be fully completed,
		executed where provided thereon and submitted under this

	1	Taking but track i ming, scar coating & striping
		section as a part of the proposal submittal.
3.1.2		Form HUD-5369-C (8/93), Certifications and Representations of
		Offerors, Non-Construction Contract: This Form is attached
	2	hereto as Attachment B to this RFP document. This 2-page Form
	_	must be fully completed, executed where provided thereon and
		submitted under this section as a part of the proposal submittal.
3.1.2.1		Form HUD-5369-A (11/92), Representations, Certifications,
3.1.2.1		
		and Statements of Proposers, Public and Indian Housing
	2	Programs: This Form is attached hereto as Attachment B-1 to
		this RFP document. This 4-page Form must be fully completed,
		executed where provided thereon and submitted under this tab
		as a part of the proposal submittal.
3.1.3		Profile of Firm Form: The Profile of Firm Form is attached hereto
	3	as Attachment C to this RFP document. This 2-page Form must be
		fully completed, executed, and submitted under this section as a
		part of the proposal submittal.
3.1.4		Proposed Services: As more fully detailed within Section 2.0,
	4	Scope of Proposal/Technical Specifications, of this document, the
	4	proposer shall, at a minimum, clearly detail within the information
		submitted under this section documentation showing:
3.1.4.1		As detailed within Section 4.1, Evaluation Factor No. 2, herein,
3.1.1.	N/A	the proposer's Demonstrated Understanding of the HA's
	14774	Requirements.
3,1,4,2		As detailed within Section 4.1, Evaluation Factor No. 3, herein,
3.1.7.2		the proposer's Technical Approach (including, if appropriate,
	N/A	labor categories, estimated hours and skill mix) and the
3.1.4.3		proposer's proposed Work Plan to provide the required services.
3.1.4.3		As detailed within Section 4.1, Evaluation Factor No. 4, herein,
	N1 / A	the proposer's Technical Capabilities (in terms of personnel,
	N/A	equipment and materials) and Management Plan (including staffing
		of key positions, method of assigning work and procedures for
		maintaining level of service, etc.).
3.1.4.4		As detailed within Section 4.1, Evaluation Factor No. 5, herein,
		the proposer's Demonstrated Experience in performing similar
	N/A	work and the proposer's Demonstrated Successful Past
	11774	Performance (including meeting costs, schedules and
		performance requirements) of contract work substantially
		similar to that required by this solicitation.
3.1.5		Managerial Capacity/Financial Viability: The proposer entity
		must submit under this tab a concise description of its
		managerial and financial capacity to deliver the proposed
	N/A	services, including brief professional resumes for the persons
		identified within areas (5) and (6) of Attachment C, <i>Profile of</i>
		Firm Form. Such information shall include the proposer's
		qualifications to provide the services; a description of the
		background and current organization of the firm.
		שמכתצו שנות מוום במודבות שוצמווובמנוטוו טו נווב וווווו.

		5 5 1 5
3.1.6	5	Client Information: The proposer shall submit a listing of former or current clients, including the Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.6.1		The client's name;
3.1.6.2		The client's contact name:
3.1.6.3		The client's telephone number;
3.1.6.4		A brief description and scope of the service(s) and the dates the services were provided;
3.1.7		Equal Employment Opportunity: The proposer must submit
	6	under this tab a copy of its Equal Opportunity Employment Policy.
3.1.8	7	Subcontractor/Joint Venture Information (Optional Item): The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
3.1.9	8	Section 3 Business Preference Documentation (Optional Item): For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation
3.1.10		Other Information (Optional Item): The proposer may include hereunder any other general information that the proposer believes is appropriate to assist HACD in its evaluation.

- 3.1.11 If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.
- **3.1.12 Proposal Submittal Binding Method:** It is preferable and recommended that the proposer bind the proposal submittals in such a manner that HACD can, if needed, remove the binding (i.e. —combtype; || etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies then conveniently return the proposal submittal to its original condition.
- **3.2** Entry of Proposed Fees: The proposed fees shall be submitted by the proposer and received by HACD in a separate sealed envelope. Do not submit, enter or refer to any fees or costs within the 8-tab —hard copy∥ proposal submittal detailed within Section 3.0—any proposer that does so may be rejected without further

consideration. The Finance Manager will calculate the listed/entered quantities multiplied by the proposed unit fees entered. A proposer must enter a proposed fee for each item--a "No Proposal" will not be allowed for any item within a lot. The proposed fees submitted by each proposer are inclusive of all necessary costs to provide the proposed services not otherwise provided for herein, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance; etc.

3.3 Additional Information Pertaining to the Pricing Items:

- **3.3.1 Asphalt Patching:** The contractor's staff will identify, mark and measure proposed areas to be patched. Pricing will be as per proposed The defective material will be completely removed. All substrate will be verified as appropriate or replaced with appropriate material. New asphalt will be a hot mix at least as thick as the original material. New material will be compressed as per industry standards.
- **3.3.2 Asphalt Seal Coating:** The contractor's staff will measure proposed areas to be coated. New coating will be applied as per manufacturers recommendations with regards to weather, thickness, application technique, etc.
- 3.3.3 Lot Striping: The contractor's staff will restripe lot with the same layout as previously striped. New striping will be applied as per manufacturers' recommendations with regards to weather, thickness, application technique, etc.
- 3.3.4 Notification Must Be Received From Contractor: The Contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the CO
- 3.3.5 Overtime: Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall be not less than time and one-half for hours worked in excess of 40 hours per week. HACD shall consider regular time to be Monday-Friday (excluding holidays), 8:00 am 4:00 pm. Accordingly, HACD will pay a rate of 1.5 of the listed hourly rates within Pricing Items No. 15- 17 (or any increased rate that increased per Section 3.3.4 herein) for any work HACD requires the successful proposer to work specifically during nonregular- time hours (however, HACD shall NOT be responsible to pay the successful proposer for any work that the successful proposer

CHOOSES to work during non-regular-time hours).

- 3.3.6 Davis-Bacon (D/B) and/or State Prevailing Wage Rates: As may apply by statute, regulation or law, if, at any time during the ensuing contract period(s), HACD needs the successful proposer to provide services that require the successful proposer to pay Davis-Bacon Wage Rates for work performed for this RFP. Please see Proposal Sheet for those public housing properties that require Davis Bacon Wage Rates.
- **3.3.7** Ascertain the applicable portion of the hourly wage rate(s), as listed within the contract, that applies;
- **3.3.8** Ascertain the current applicable Davis-Bacon or State Prevailing Wage Rate(s) that applies;
- **3.3.9** Ascertain the difference between the two rates, which amount HACD will pay to the successful proposer for that task order only.
- 3.3.10 Locating the Applicable D/B Wage Rates: As the currently known work pertaining to this RFP will be maintenance-related rather than construction-related, accordingly, there is not a D/B or State Wage Rate General Decision attached to this RFP. If, as detailed within 24 CFR 85.36(h)(5), HACD is required to pay Davis-Bacon wage rates (for all —construction contracts in excess of \$2,000||), and for similar State requirements, HACD will then issue a General Decision as it applies to that work. Current Davis-Bacon wages rates may be viewed by following the following listed steps:

[Table No. 5]

RFP	Step	
Section	No.	DESCRIPTION
3.3.10.1	1	Access the Web and type www.sam.gov
3.3.10.2	2	Under Official U.S Government System for Click Wage Determinations
3.3.10.3	3	Click on Building or Works Box Wage rates for laborers and mechanics
3.3.10.4	4	Under Filter by Select a State (Illinois)
3.3.10.5	5	Enter a County -(DeKalb)
3.3.10.6	6	Construction Type: Enter "(Highway)"
3.3.10.7	7	Select Davis Bacon Act WD # IL20240011 (Click on Blue Number)
3.3.10.8	8	Scroll Down and Click on Print or to view the wage decision.
3.3.10.9	9	View the wage rate applicable to the service(s)

3.3.11 HUD Maintenance Wage Rates Determination (MWRD): HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements), HACD must ensure that contractors do not pay its employees that perform such work for HACD

at a rate less than the rates listed on the HUD MWRD. Therefore, by submitting a proposal, each proposer is thereby agreeing to and

verifying that he/she will not pay his/her employees at rates less than the following:

[Table No. 6]

RFP	Classification		
Section		HUD- Determined Rate	HUD- Determined Fringe
3.3.11.1	Laborer	N/A	N/A

3.4 Proposal Submission: All proposals must be submitted and time-stamped received in the designated HACD office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked "ORIGINAL") of the proposal submittal, shall be placed unfolded in a sealed package and addressed to:

The **Proposal Sheet** is available in an excel format on the website at www.dekcohousing.com Click on **Procurement** and locate RFP-240099 to locate document. This will allow you to auto fill in each column.

The Housing Authority of the County of DeKalb Attention: Randy Bourdages Capital Projects, Contracts & Procurement Manager 310 N. 6th Street DeKalb, IL 60115

The package exterior must clearly denote the above noted RFP number and must have the proposer's name and return address. Proposals received after the published deadline will not be accepted.

3.4.1 Submission Conditions: DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the HACD by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the HACD decides that any such entry has not changed the intent of the proposal that the HACD intended to receive, the HACD may accept the proposal and the proposal shall be considered by the HACD as if those additional marks, notations or requirements were not entered on such.

- 3.4.2 Submission Responsibilities: It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the HACD, including the RFP document, the documents listed within the following Section 3.1.1 through 3.1.10, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of the HACD requirements contained within the documents may cause that proposer to not be considered for award.
- 3.5 Proposer's Responsibilities--Contact With the HACD: It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the CO only. Proposers must not make inquiry or communicate with any other HACD staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the HACD to not consider a proposal submittal received from any proposer who may has not abided by this directive.
- 3.5.1 Addendums: All guestions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the CO will NOT conduct any ex parte (a substantive conversation—substantive meaning, when decisions pertaining to the RFP are made—between HACD and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CO—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.
- **3.6 Recap of Attachments:** It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFP, which are hereby by reference included as a part of this RFP:

	•	·	[Table No. 7]
RFP			
Section	Attachment	Attachment Description	
3.6.1	Α	Form of Proposal	

3.6.2	В	Form HUD-5369-C (8/93), Certifications and				
		Representations of Offerors, Non-Construction Contract				
3.6.3	С	Profile of Firm Form				
3.6.4	D	Section 3 Forms, including explanation				
3.6.5	E	Form HUD-5369-B (8/93), Instructions to Offerors, Non-				
		Construction				
3.6.6	F	HA Instructions To Proposers & Contractors				
3.6.7	G	HA Sample Contract Form (please note that this contract				
		is being given as a sample only—the HA reserves the right				
		to revise any clause herein and/or to include within the				
		ensuing contract any additional clauses that the HA feels				
		it is in its best interests to do so)				
3.6.8	G-1	Form HUD-5370-C (10/2006), General Conditions for Non-				
		Construction Contracts Section I (With or without				
		Maintenance Work)				
3.6.9	G-2	Form HUD-5370-C (10/2006), General Conditions for Non-				
		Construction Contracts Section II (With Maintenance				
		Work)				
3.6.10	Н	Proposed Products to be Utilized				
3.6.11	I	List of HA Developments				
3.6.12	J	Task Order Form				

4.0 PROPOSAL EVALUATION:

4.1 Evaluation Factors: The following factors will be utilized by the HACD to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

[Table No. 8]

NO ·	MAX POINT	FACTOR TYPE	FACTOR DESCRIPTION
1	VALUE 30 points	Objective	The PROPOSED COSTS the proposer proposes to
	30 points	Objective	charge the HACD to provide the required work.

2	20 points	Subjective (Technical)	The proposer's DEMONSTRATED UNDERSTANDING of the REQUIREMENT;
3	10 points	Subjective (Technical)	The APPROPRIATENESS of the TECHNICAL APPROACH (including labor categories, estimated hours and skill mix) and the QUALITY of the WORK PLAN.
4	10 points	Subjective (Technical)	The proposer's TECHNICAL CAPABILITIES (in terms of personnel, equipment and materials) and the MANAGEMENT PLAN (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).
5	30 points	Subjective (Technical)	The proposer's DEMONSTRATED EXPERIENCE in performing similar work and the proposer's DEMONSTRATED SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
	100 points	100 points	Total Points (other than preference points)

4.2 Evaluation Method:

- **4.2.1 Initial Evaluation for Responsiveness:** Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The HACD reserves the right to reject any proposals deemed by the HACD not minimally responsive (the HACD will notify such firms in writing of any such rejection).
- **4.2.2 Evaluation Packet for Proposals Deemed Responsive:** Internally, an evaluation packet will be prepared for each evaluator, including a proposal evaluation form.
- **4.2.3 Evaluation Committee:** The HACD anticipates that it will select a minimum of a two-person committee to evaluate each of the responsive "hard copy" proposals submitted in response to this RFP.
- **4.2.4 Evaluation:** The CO will evaluate and award points pertaining to Evaluation Factors No. 1 and 5 (the "Objective" Factors). The appointed evaluation committee, independent of the CO or any other person at the HACD, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2, 3, 4, (the "Subjective" Factors). Upon final completion of the

proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.

- 4.2.5 Potential "Competitive Range" or "Best and Finals" Negotiations: The HACD reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the HACD in a timely manner as possible, but in any case within no longer than 5 days after the beginning of such negotiations with the firms deemed to be in the competitive range.
- **4.2.6 Determination of Top-ranked Proposer:** The subjective points awarded by the evaluation committee will be added with the objective points to determine the final rankings. The final rankings will be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the HACD's option, be conducted prior to or after the BOC approval.
 - **4.2.6.1 Minimum Evaluation Results:** To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 100 total possible points detailed within Section 4.1 herein).
 - **4.2.6.2 Ties:** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."
 - **4.2.7 Notice of Results of Evaluation:** If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation.

4.2.8 Restrictions: All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the HACD evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the HACD evaluation committee.

5.0 CONTRACT AWARD:

- **5.1 Contract Award Procedure:** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:
 - 5.1.1 By completing, executing and submitting the Form of Proposal, Attachment A, the "proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HACD.
- **5.2 Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the HACD pursuant to this RFP:
 - **5.2.1 Contract Form:** The HACD will not execute a contract on the successful proposer's form--contracts will only be executed on the HACD form (please see Sample Contract, Attachments G and G-1), and by submitting a proposal the successful proposer agrees to do so (please note that the HACD reserves the right to amend this form as the HACD deems necessary).
 - **5.2.1.1** Please note that the HACD has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.
 - **5.2.2** Assignment of Personnel: The HACD shall retain the right to demand and receive a change in personnel assigned to the work if the HACD believes that such change is in the best interest of the HACD and the completion of the contracted work.
 - 5.2.3 Unauthorized Sub-Contracting Prohibited: The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the HACD, or may result in the full or partial forfeiture of funds paid to the successful

proposer as a result of the proposed contract; either as determined by the CO.

- **5.3 Contract Period:** The HACD will secure Asphalt Service with the low bidder for the next 5 (Five Years).
- **5.4 Licensing and Insurance Requirements:** Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:
 - 5.4.1 An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount;
 - An original certificate evidencing General Liability coverage, naming the HACD as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HACD as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000, together with damage to premises and fire damage of \$100,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;
 - An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000), with a deductible of not greater than \$1,000;
 - An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
 - **5.4.5** A copy of the proposer's business license allowing that entity to provide such services within the State of Illinois;
 - 5.4.6 If applicable, a copy of the proposer's license issued by the State of Illinois licensing authority allowing the proposer to provide the services detailed herein.
 - The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH SUBMIT COPIES WITHIN THE PROPOSAL SUBMITTAL--we will garner the necessary certificates from the successful proposer prior to contract execution).

- 5.5 Right to Negotiate Final Fees: The HACD shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at the HACD's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the HACD has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the HACD shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The HACD shall also retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).
- **5.6 Contract Service Standards:** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

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Proposal Sheet for Request of Proposal (RFP-240099)

for Request of Proposal (RFP-240099)
Asphalt Services - Parking Lot Crack Filling, Seal Coating & Striping

Company Name	

ite	Location	Address	U/M	Unit Price	Qty	Proposed Price
1	Taylor Street Plaza	507 E Taylor St DeKalb				
	Crack Filling	All Parking Area	Lin.Ft			
	Seal Coating Parking Lot(s)		Sq.Ft			
	Strip all Parking Spaces		Lin.Ft			
	Patching of bad areas		Sq. Ft			
	Davis Bacon Wage Decision	Total Proposed Price				
2	Lewis Court Apartments	720 Lewis & 1428 Lewis DeKalb				
	Crack Filling	2 Parking Lots	Lin.Ft			
	Seal Coating Parking Lot(s)		Sq.Ft			
	Strip all Parking Spaces		Lin.Ft			
	Patching of bad areas		Sq. Ft			
	Davis Bacon Wage Decision	Total Proposed Price				
3	Civic Apartments	350 Grant Street Sycamore				
	Crack Filling	2 Parking Lots	Lin.Ft			
	Seal Coating Parking Lot(s)		Sq.Ft			
	Strip all Parking Spaces		Lin.Ft			
	Patching of bad areas		Sq. Ft			
	Davis Bacon Wage Decision	Total Proposed Price				
4	Mason Court Apartments	275 N Cross Street Sycamore				
	Crack Filling	Parking Lot	Lin.Ft			
	Seal Coating Parking Lot(s)		Sq.Ft			
	Strip all Parking Spaces		Lin.Ft			
	Patching of bad areas		Sq. Ft			
					1	ı

Proposal Sheet

for Request of Proposal (RFP-240099)
Asphalt Services - Parking Lot Crack Filling, Seal Coating & Striping

Company Name					

Site	Location	Address	U/M	Unit Price	Qty	Proposed Price
5	Mason Court	Mason Street (Dead End) Sycamore				
	Crack Filling	Parking Lot	Lin.Ft			
	Seal Coating Parking Lot(s)		Sq.Ft			
	Strip all Parking Spaces		Lin.Ft			
	Patching of bad areas		Sq. Ft			
	Davis Bacon Wage Decision	Total Proposed Price				
6	Mason Court Apartments	100-110 Courtyard				
	Crack Filling	Courtyard Asphalt	Lin.Ft			
	Seal Coating Parking Lot(s)		Sq.Ft			
	Strip all Parking Spaces		Lin.Ft			
	Patching of bad areas		Sq. Ft			
	Davis Bacon Wage Decision	Total Proposed Price				
7	Mason Court Apartments	200-216 Courtyard				
	Crack Filling	Courtyard Asphalt	Lin.Ft			
	Seal Coating Parking Lot(s)		Sq.Ft			
	Strip all Parking Spaces		Lin.Ft			
	Patching of bad areas		Sq. Ft			
	Davis Bacon Wage Decision	Grand Total of All Properties				\$
8	Mason Court Apartments	Maertz Drive Sycamore				
	Crack Filling	Parking Lot	Lin.Ft			
	Seal Coating Parking Lot(s)		Sq.Ft			
	Strip all Parking Spaces		Lin.Ft			
	Patching of bad areas		Sq. Ft			
	Davis Bacon Wage Decision	Grand Total of All Properties				\$
9	Garden Estates	234 Garden Street DeKalb				
	Crack Filling	Parking Lot	Lin.Ft			
	Seal Coating Parking Lot(s)		Sq.Ft			
	Strip all Parking Spaces		Lin.Ft			
	Patching of bad areas		Sq. Ft			
	Davis Bacon Wage Decision	Grand Total of All Properties				\$

Proposal Sheet

for Request of Proposal (RFP-240099)
Asphalt Services - Parking Lot Crack Filling, Seal Coating & Striping

Company Name	

10	Garden Estates	427 Haish Blvd DeKalb			
	Crack Filling	Parking Lot	Lin.Ft		
	Seal Coating Parking Lot(s)		Sq.Ft		
	Strip all Parking Spaces		Lin.Ft		
	Patching of bad areas		Sq. Ft		
	Davis Bacon Wage Decision	Grand Total of All Properties			\$
11	Dresser Court Apartments	965 Dresser Road DeKalb			
	Crack Filling	Parking Lot	Lin.Ft		
	Seal Coating Parking Lot(s)		Sq.Ft		
	Strip all Parking Spaces	NEW PARKING LOT 2023	Lin.Ft		
·	Patching of bad areas		Sq. Ft		
	NO Davis Bacon Wage Decision	Grand Total of All Properties			\$ DO NOT QUOTE

12	Gurler Apartments	307-313 Gurler Street DeKalb			
	Crack Filling	Parking Lot	Lin.Ft		
	Seal Coating Parking Lot(s)		Sq.Ft		
	Strip all Parking Spaces		Lin.Ft		
	Patching of bad areas		Sq. Ft		
	NO Davis Bacon Wage Decision	Grand Total of All Properties			\$
13	Briarwood Apartments	3345 Resource Parkway DeKalb			
	Crack Filling	Large Parking Lot	Lin.Ft		
	Seal Coating Parking Lot(s)		Sq.Ft		
	Strip all Parking Spaces		Lin.Ft		
	Patching of bad areas		Sq. Ft	 	
	NO Davis Bacon Wage Decision	Grand Total of All Properties			\$

Proposal Sheet

for Request of Proposal (RFP-240099)
Asphalt Services - Parking Lot Crack Filling, Seal Coating & Striping

Company Name	

14	Sunset View Apartments	251 McKinley Hinckley			
	Crack Filling	Parking Lot	Lin.Ft		
	Seal Coating Parking Lot(s)		Sq.Ft		
	Strip all Parking Spaces		Lin.Ft		
	Patching of bad areas		Sq. Ft		
	NO Davis Bacon Wage Decision	Grand Total of All Properties			\$
15	Sequoya Apartments	15 Sequoya Street Shabbona			
	Crack Filling	Parking Lot	Lin.Ft		
	Seal Coating Parking Lot(s)		Sq.Ft		
	Strip all Parking Spaces		Lin.Ft		-
	Patching of bad areas		Sq. Ft		
	NO Davis Bacon Wage Decision	Grand Total of All Properties			\$

First, place within the above an amount for each noted unit to complete the required work. Second, add the unit costs to arrive at a Total Amount Quoted.

In the case of any discrepancy between the "Total Amount Quoted" and the recalculated sum of adding each of the individual quote amounts entered (e.g. the Proposer makes a mistake in adding the amount to arrive at a Total Amount Quoted), the HACD reserves the right to select the price most beneficial to the HACD.

The undersigned Proposer hereby quotes the above amounts to complete the required work (print clearly and legibly!). Further, by submitting this proposal.

COMPLETED BY:	
Signature	Date
Printed Name	_
Company Name	
Address (Street; City; State; Zip)	<u> </u>
Business Telephone	
Cell Number	

Email Address