

REQUEST FOR PROPOSALS (RFP) 11-05
JANITORIAL SERVICES: BHA Administrative Office

PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

June 2, 2011

Dear Proposer:

Berkeley Housing Authority is soliciting written proposals from qualified firms or individuals to provide daily janitorial services for the BHA Administrative Office. As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). **Proposals must be received no later than 3:00 pm, on Tuesday, June 21, 2011** (Pacific Daylight Time). Respondents are solely and entirely responsible for ensuring that submissions are received before the stated due date and time. All responses must be in a sealed envelope and have **"COMPANY NAME - Janitorial Services"** clearly marked on the outer most mailing envelope. Please submit one original and 3 copies of the proposal as follows:

Mail or Hand Deliver To:
Celinda Aguilar-Vasquez, Administrative Assistant
Berkeley Housing Authority
1901 Fairview St
Berkeley, CA 94703

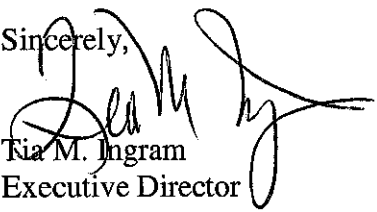
Proposals will not be accepted after the date and time stated above. Incomplete proposal or proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate the Authority to award a contract, nor is the Authority liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. The Authority retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions.

Questions regarding this RFP should be directed in writing (e-mail or fax) prior to 3 p.m. (Pacific Daylight Time), Tuesday, June 14, 2011. Written questions are to be submitted to Celinda Aguilar-Vasquez at caguilar-vasquez@ci.berkeley.ca.us (e-mail) or (510) 981-5480 (fax). The BHA will provide final written responses by Thursday, June 16, 2011 to all interested parties that fill out and submit the "Notice of Intent to Respond" attached to the RFP. Although submission of the "Notice of Intent to Respond" is not mandatory, only those submitting the document will receive a final written response to all questions.

A pre-bid walk through will be conducted at BHA's Offices on Friday, June 10, 2011 at 11:00 a.m. For questions concerning the anticipated work, or scope of the project, please contact **Celinda Aguilar-Vasquez** via email at caguilar-vasquez@ci.berkeley.ca.us. It is the vendor's responsibility to check for answers to questions or any addenda on the Housing Authority's website at <http://www.cityofberkeley.info/BHA>.

We look forward to receiving and reviewing your proposal.

Sincerely,


Tia M. Ingram
Executive Director

I. BACKGROUND /SUMMARY/INTRODUCTION

The Berkeley Housing Authority office houses 14 staff members, and welcomes approximately 30 – 40 visits from members of the public each day. Standard business hours are Monday through Friday, 7:30 a.m. to 6:00 p.m. The office is open to the public Monday through Thursday, 8:15 to 4:30 p.m.; staff is in the office every other Friday.

II. SCOPE OF SERVICES

Contractor shall perform services as necessary following each scheduled work day, to ensure the office, including bathroom facilities, and exterior space are clean and neatly prepared for staff and members of the public.

The letters indicate the minimum frequency of each task; the actual frequency will be determined by the daily circumstances. D=Daily service; W=Weekly service; Q=Quarterly service

Exterior

1. Remove any debris, litter (including dog waste) from the front of the office building. (d)
2. Remove any weeds or other growth in the tree wells in front of the office building. (w)

Interior/Lobby

1. Empty and clean all wastebaskets and other waste containers and insert new appropriate plastic liners in all wastebaskets and containers. (d)
2. Clean all marks and smudges from the lobby entrance front door and adjacent window. (d)
3. Clean all marks and smudges from the reception window, counter, chairs and other furniture. (d)
4. Sweep and mop the floor to remove any litter and other substances. (d)
5. Clean and disinfect the drinking fountain. (d)
6. Sweep/clean window ledge. (q)

Interior Offices/Conference Room/Common Areas

1. Empty and clean all wastebaskets and other waste containers and insert new appropriate plastic liners in all wastebaskets and containers. (d)
2. Empty desk-side recycle containers. (d)
3. Empty shared recycle containers. (d)
4. Vacuum all floors; pick up and dispose of any miscellaneous items/debris that are clearly trash (i.e. wrappers, paper towels, etc). If uncertain whether an item is trash, place on desk.(d)
5. Neaten all items on all table tops. (d)
6. Dust desks and all table tops (including conference room table, tables in the lobby, at reception area, and break room) the last service day each month (m)
7. Water living plants. (w)
8. Sweep/clean window ledge throughout office. (q)

Public and Staff Bathroom

1. Empty and clean all wastebaskets/recycling and other waste containers and insert new appropriate plastic liners in all wastebaskets and containers. (d)
2. Thoroughly clean all urinals, toilets and lavatories with a solution containing a commercial grade, approved disinfectant. (d)
3. Damp mop lavatory floors with a germicidal solution.(d)
4. Clean mirrors and bright metal. Spot clean walls around sinks, urinals and toilet bowls.(d)
5. Restock all soap, towel and paper product dispensers. Dust top lavatory partitions.(d)

Kitchen/Employee Lounge

1. Wipe down lunch table, chairs and counters. (d)
2. Discard any dishes left in the sink. (d)
3. Empty/clean trashcan and insert liners. (d)
4. Thoroughly sweep and mop floor to remove any food particles. (d)
5. Sweep/clean window areas adjacent to door leading to exterior. (m)

Other

1. Place trash and recycle bins at curb for pick up no earlier than the evening prior to scheduled service. (w)
2. Advise Executive Director of any sensitive documents found in the trash or recycle container (i.e. any document bearing the drivers license number, birth date, or social security number of a client).
3. Contractor must have a representative who can respond to an emergency situation with 2 hours (during normal business hours) and within 4 hours outside normal business hours.
4. Turn off all lights and set alarm after each shift, to conserve energy and leave the property in safe condition.
5. Responsible for approaching and communicating with Project Manager regarding suggestions for improving levels of cleanliness at office, and asking any questions where direction is unclear.

Additional Information

Firms are required to use environmentally friendly products in all applications. Contractor may use a fragrant air freshener or scented cleaning agent in the bathrooms, but unscented or lightly scented products must be used in all other areas.

Every employee/contractor that will have access to the building must clear a criminal background screening performed by the Berkeley Housing Authority and must sign a confidentiality statement.

Preference will be given to respondents who agree to consider current participants of Berkeley Housing Authority's Low Income Public Housing and/or Section 8 Program for any new hires (Section 3 Hiring).

III. SUBMISSION REQUIREMENTS

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point.

1. **Contractor Identification:**
Provide the name of the firm, the firm's principal place of business, the name and telephone number of the contact person and company tax identification number.
2. **Qualifications:**
The following are the minimum qualifications required for a firm to be considered as a potential provider of services to the Authority:
 - a. The firm must disclose any conflicts of interest which would prevent it from representing the Authority, or which might prevent it from representing the Authority without the Authority's informed written consent.

- b. The firm must have experience working in areas where sensitive and/or confidential information is stored.
3. Client References:
Provide a minimum of three client references. At least two of the references should be from public agencies. Provide the designated person's name, title, organization, address, and telephone number.
4. Price Proposal:
The proposal shall include a cost for the first two years, as well as a price for an optional third year.
5. Contract Terminations:
If your organization has had a contract terminated in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the vendor's position on the matter. BHA will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

If the firm has not experienced any such termination for default or early termination in the past five years, so indicate.

IV. SELECTION CRITERIA

The following criteria will be considered, although not exclusively, in determining which firm is hired.

1. Public sector experience (15 points)
2. Comprehensiveness of Services (30 points)
3. Certification/training of personnel (15 points)
4. Cost (25 points)
5. References (15 points)

A selection panel will be convened of staff from BHA and other public entities to perform the review.

V. PAYMENT

Invoices: Invoices must be fully itemized, and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. Mail invoices to the Project Manager and reference the contract number.

Berkeley Housing Authority
1901 Fairview St
Berkeley, CA 94703
Attn: **Celinda Aguilar-Vasquez, Administrative Assistant**

VI. OTHER REQUIREMENTS

1. Indemnification.

Contractor shall defend, hold harmless and indemnify the Authority, and its respective Board members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the performance of this Contract and any of Contractor's operations or activities related thereto, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified or held harmless.

2. Insurance.

The selected contractor will be required to maintain general liability insurance in the minimum amount of \$1,000,000, automobile liability insurance in the minimum amount of \$500,000 and a professional liability insurance policy in the amount of \$1,000,000 to cover any claims arising out of the performance of the contract. The general liability and automobile insurance must name the Berkeley Housing Authority, its officers, agents, volunteers and employees as additional insureds. Firm shall provide an original Certificate of Insurance evidencing the required coverage.

3. Worker's Compensation Insurance:

A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker's Compensation Insurance.

(Worker's Compensation Insurance cannot be waived for any person who employs others.)

4. Section 3 Compliance.

Firm must describe proposed compliance with Section 3 of the Housing Act of 1968, as amended regarding the provision of training and employment opportunities for low-income persons, with priority to residents of Berkeley, California.

Firm must complete the Certifications of Representations of Offertory, Non Construction Contract (Form HUD-5369-C) and Non Collusion Affidavit form furnished in this RFP package.

5. Business License

Virtually every contractor that does business in the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. The infirm, warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections 9.04.290, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305).

Vendor must apply for a City business license and show proof of application to the Finance Manager within seven days of being selected as intended contractor.

The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, issues business licenses. Contractors should contact this division for questions and/or information on obtaining a City business license, in person, or by calling 510-981-7200.

VIII. SCHEDULE (dates are subject to change)

- BHA Issues RFP to Potential Bidders: 06/02/2011
- Bidders return Notice of Intent to Respond 06/09/2011, 4:30 pm
- Walk-Thru at BHA Offices 06/10/2011, 11:00 am
- Bidders Submit Questions about the RFP 06/14/2011, 3:00 pm
- BHA Responds to Questions about the RFP
to Bidders that Returned the Notice of Intent 06/16/2011
- Deadline for Proposals 06/21/2011, 3:00 pm
- B HA Issues Notice to Proceed 06/28/2011
- Start of Contract 07/01/2011

NOTICE OF INTENT TO RESPOND

Berkeley Housing Authority (BHA) Request for Proposals (RFP) for Janitorial Services

The purpose of this Notice is to help BHA manage information and to ensure communications targeted to prospective respondents reach their intended recipients. Answers to questions raised and amendments to the RFP will be sent to organizations that complete and return a Notice of Intent to Respond. By completing this Notice, the undersigned is not bound to submit a response.

**BHA will only initiate continuing communication about the RFP
with firms and individuals that return the Notice of Intent to Respond by June 9, 2011, 4:30 pm.**

The authorized representative will serve as the single point of contact with the respondent throughout the selection process and all communications to the respondent will be addressed to the authorized representative.

The Notice of Intent to Respond should be completed and returned via fax to 510-981-5480 or scanned via e-mail to Celinda Aguilar-Vasquez, Administrative Assistant, Berkeley Housing Authority, Berkeley, caguilar-vasquez@ci.berkeley.ca.us. Questions or requests should be communicated by fax or e-mail only to Celinda Aguilar-Vasquez: caguilar-vasquez@ci.berkeley.ca.us.

Organization or Team Name: _____

Authorized Representative: _____

Authorized Representative Contact Information

Organization _____

Street Address: _____

P. O. Box: _____ Suite or Floor #: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Ext.: _____ Fax: _____

E-mail: _____

**PLEASE PROVIDE THE INFORMATION REQUESTED ON THIS PAGE
AND FAX TO 510-981-5480**

OR E-MAIL TO:

caguilar-vasquez@ci.berkeley.ca.us

**Celinda Aguilar-Vasquez, Administrative Assistant to the Executive Director
Berkeley Housing Authority**

Certifications and Representations of Offerors

Non-Construction Contract

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offers represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offers, the bidder/offers:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offers represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offers certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offers or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offers, directly or indirectly, to any other bidder/offers or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offers to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offers's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

Non-Collusive Affidavit of Prime Bidder/Subcontractor

State of _____)
County of _____)
City of _____)

_____, being the first duly sworn, deposes and says that:

1. He/she is _____ of _____
(Owner, partner, etc.) (Company)
the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the Berkeley Housing Authority, or the owner of the property interested in the proposed contract;

5. No member of the Common Council, or other Officers of the City of Berkeley, or the Berkeley Housing Authority, or any person in the employ of the City or Agency is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand the attached document entitles "Additional Eligibility Requirement of Contractors Who Bid on Community Development Funded Projects and Contracts", and affirms that the Bidder meets the Eligibility Requirements and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I am/The Bidder is not indebted to the Berkeley Housing Authority in any form or manner.

Signature: _____

Date: _____

Title: _____

Witness: _____