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# **REQUEST FOR PROPOSAL – PC987**

## **WINDOW CLEANING SERVICES**



Housing Authority of the County of San Bernardino  
715 E. Brier Drive  
San Bernardino, CA 92408  
January 25, 2018

## I. INTRODUCTION

The Housing Authority of the County of San Bernardino (HACSB) is one of the nation's most progressive and proactive housing authorities and the largest provider of affordable housing in the County. HACSB owns 2,514 affordable housing units located throughout the County of San Bernardino. We proudly serve in excess of 30,000 people, most of whom are seniors, disabled individuals, and children.

In 2008, the agency embarked on an agency wide strategic planning process with the following objectives: help clients achieve economic independence, ensure freedom of housing choice, and save tax payer dollars through efficient work. This has allowed us to enhance our work around our mission and service philosophy. Ultimately, our Mission of empowering all individuals and families in need to achieve an enriched quality of life by providing housing opportunities and resources throughout San Bernardino County is our top priority.

As we see the demand for affordable housing increase, the limited affordable housing supply we currently have available is not enough to house the thousands of families in need. As a developer of sustainable affordable and market rate housing, over the years we have expanded our housing stock in an attempt to meet the county's growing needs. Working diligently to acquire, build, and renovate properties, we incorporate the concept of mixed income communities, build utilizing green technology, and provide recreational and educational facilities for everyone's use.

Additionally, we are here as a stepping stone for families who need help building a foundation for a brighter future. Therefore, aside from providing housing, we assist our customers with ways of becoming economically independent. In collaboration with our partners, we provide: family/individual case management and counseling; career training and job placement; program integrity; homeownership assistance; college scholarships, to name a few.

We value our vendors and contractors as partners in our mission to empower all individuals and families in need to achieve an enriched quality of life by providing housing opportunities and resources throughout San Bernardino County.

## II. PURPOSE

The purpose of this Request for Proposals is to solicit responses from qualified companies to furnish services to the HACSB as identified in the "Scope of Work" of this request.

### A. Contact Information

This RFP is being issued, as will any addenda by the HACSB. The contact person for the HACSB is:

Claudia Nunez, Procurement Officer  
715 E. Brier Drive  
San Bernardino, CA 92408-2841  
(909) 890-0644  
(909) 915-1831 - Fax  
[procurement@hacsb.com](mailto:procurement@hacsb.com)

Fax number and e-mail address may be used to submit questions only. Proposals will not be accepted by e-mail or facsimile. One (1) original un-bound proposal must be submitted with original signatures to the address above.

**III. Contract Term**

The Contract period will be for a two (2) year period beginning approximately March 1, 2018 through February 29, 2020, with two (2) single-year option to extend the contract until no later than February 28, 2022, or until such time as terminated per the terms of the agreement.

The initial engagement will be for a two (2) year period. In addition, HACSB shall have the option to extend the engagement for up to two (2) additional years, on a year-to-year basis, at the fee in the original proposal. The option years shall be exercised by written approved contract amendments, if mutually agreed by both parties.

**IV. Proposal Timeline**

Release of RFP	January 25, 2018
Question Due	February 14, 2018 @ 2PM PST
Answers to Questions	February 15, 2018
Proposals Due	February 22, 2018 @ 2PM PST
Award of Contract	March 2018

HACSB may insert elective choices such as site visit, oral interviews, presentations, demonstrations, shortlist, best and final offers, etc.

Questions regarding the contents of this RFP must be submitted in writing on or before time and date and directed to the RFP Contact listed in Section II, Paragraph A – Contact Information. All questions submitted will be answered and posted on HACSB’s website.

**V. PROPOSAL CONDITIONS**

**A. Authorized Signatures**

All proposals must be signed by an individual authorized to bind the Proposer to the provisions of the RFP.

**B. Term of Offer**

Proposals shall remain open, valid and subject to acceptance anytime within nine (9) months after the proposal opening.

**C. Required Review**

Proposers should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the RFP contact at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of proposals upon which award could not be made. Protests based on any omission or error, in the content of this RFP, may be disallowed if not brought to the written attention of the RFP Contact in Section II, Paragraph A – Purpose, at least five days before the Deadline for Proposals.

**D. Questions**

Proposers may submit written questions regarding this IFB by mail or e-mail to the RFP Contact listed in Section II, Paragraph A – Contact Information by the date stated in Section IV – Proposed Timeline. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

### **E. Incurred Costs**

HACSB is not obligated to pay any costs incurred by Proposer in the preparation of a proposal in response to this RFP. Proposers agree that all costs incurred in developing a proposal are the Proposer's responsibility.

### **F. Amendments/Addenda to RFP**

HACSB reserves the right to issue addenda or amendments to this RFP if HACSB considers that changes are necessary or additional information is needed.

Changes to a proposal or withdrawal of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline.

### **G. Best Value Evaluation**

As established in this solicitation, HACSB realizes that criteria other than price are important and will award contract(s) based on the proposal that best meets the needs of HACSB. The optimal combination of quality, price, and various qualitative elements of required services will provide HACSB the greatest or best value for its money.

### **H. Right of Rejection**

Offers must comply with all of the terms of the RFP, and all applicable local, state, and federal laws, codes, and regulations. HACSB may reject as non-responsive any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Proposers may not qualify the proposal nor restrict the rights of HACSB. If Proposer does so, the proposal may be determined to be a non-responsive counter-offer and the proposal may be rejected.

No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by HACSB to be immaterial or inconsequential, HACSB may choose to accept the proposal.

Minor informalities may be waived by the Director of Procurement and Contracts when they:

- Do not effect responsiveness;
- Are merely a matter of form or format;
- Do not change the relative standing or otherwise prejudice other offers;
- Do not change the meaning or scope of the RFP;
- Are trivial, negligible, or immaterial in nature;
- Do not reflect a material change in the work; or
- Do not constitute a substantial reservation against a requirement or provision;

In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or HACSB may elect to waive the deficiency and accept the proposal.

This RFP does not commit HACSB to award a contract. HACSB reserves the right to reject any or all proposals if it is in the best interest of HACSB to do so. HACSB also reserves the right to terminate this RFP process at any time.

### **I. Clarification of Offers**

In order to determine if a proposal is reasonably acceptable for award, communications

by the Facilitator for the Evaluation Panel are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the Facilitator may be adjusted as a result of a clarification under this section.

#### **J. Public Records Act**

All information submitted in the Proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act (California Government Code section 6250, et seq.). Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Proposers should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

#### **NOTICE**

The data on pages \_\_\_\_\_ of this Proposal response, identified by an asterisk (\*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the HACSB determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

HACSB assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the HACSB a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and local law. This statement will be used by the HACSB in making its determination as to whether or not disclosure is proper under federal, state or local law. The HACSB will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury, which may result from any disclosure that may occur.

#### **K. Disclosure of Criminal and Civil Proceedings**

HACSB reserves the right to request the information described herein from the Proposer selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. HACSB also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be

asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to HACSB. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

#### **L. Debarment and Suspension**

Proposer certifies (using Exhibit D) that neither it nor its principals or subcontracts is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.

Further, Proposer affirms that it has no record of unsatisfactory performance with HACSB in the twenty-four (24) month period immediately preceding the date of issuance of this RFP.

#### **M. Board and Staff Communications**

Under no circumstances may any member of the HACSB or any staff member other than the contact specified in Section II – Paragraph A, be contacted during this RFP process, by any entity intending to submit a response to this RFP. Failure to comply with this request will result in disqualification.

#### **N. Final Authority to Award**

The final authority to award contracts as a result of this RFP rests solely with HACSB Board of Commissioners as delegated by the Board of Governors or based on award amount, by the Board of Governors.

### **VI. SCOPE OF WORK**

Refer to Exhibit A

### **VII PROPOSAL SUBMISSION REQUIREMENTS**

#### **General**

- A.** All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
- B.** Proposals must be received by the designated date and time. Late or incomplete proposals will not be accepted.
- C.** Paper responses must be submitted, at the location identified in the solicitation, by mail or in person to the RFP Contact listed in Section II, Paragraph A – Purpose and

will be time/date stamped when received and can be withdrawn at any time prior to the scheduled deadline for submission of the proposal.

- D. Proposals must be sealed and submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP.
- E. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
- F. **Proposal Format**  
Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

1. **Presentation**

All hard copies of proposal must be submitted on 8 ½ x 11 paper. Each page, including attachments, must be clearly and consecutively numbered.

**One (1) original unbound proposal and One (1) electronic copy saved on a USB drive to the Contact in Section II- Paragraph A.**

The envelope must be **SEALED** and include the following notation on the bottom left hand corner of the proposal, "**Request for Proposal PC987 for Window Cleaning Services Enclosed.**" Please also include company /individual name on outside of envelope. The proposals will be evaluated based on the criteria established in this document. Proposals received after the specified date and time will not be accepted. Two or more companies may be selected for an interview.

Facsimile Copies or emails will NOT be accepted. All proposals will become property of the HACSB upon submission.

Hand carried proposals may be delivered to the RFP Contact identified in Section I between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding office closure days and holidays observed by HACSB. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

## VIII. **INFORMATION REQUESTED OF PROPOSERS**

- A. **Organizational and Personnel Background**  
Provide an overview of your company, emphasizing its qualifications and major organizational strengths.
- B. **Experience**  
Discuss your experience, in serving as a provider of Window Cleaning Services.
- C. **Miscellaneous Discussion Questions**
  - 1. Identify the specific individuals who would be assigned to work with the HACSB and specify which person would be the primary contact person with the HACSB.

2. Provide an estimate of the time that will be required to begin services as outlined in Exhibit A.

**D. Price**

Provide your cost as listed in the Bid Proposal form for the rendering of the services and clearly specify if any additional expenses will be charged to the HACSB in connection with this proposal. Proposers may bid on one or multiple service areas.

**Price Escalation:**

After the first contract period (and at the beginning of any ensuing contract period), there may be an escalation of labor costs allowed in the same amount of an escalation that occurs pertaining to the State of California Prevailing Wage Rates or the applicable Department of Labor Wage rate. For example, if at the end of the first contract period the listed Prevailing/DOL wage rates increase by 5% as compared with the listed rates on the date of the bid submittal deadline, the Contractor will be entitled to a 5% increase to the labor rates they submitted in response to the proposal. For option years, the contract start date will be used for the baseline date to determine the listed wage rate. There shall be no more than one of these adjustments within any 12 month period during the contract. If the responsible governmental agency increases any rate more than once in a 12-month period; an exception may be granted.

**E. Affirmative Action**

The HACSB requires that each respondent be an Equal Opportunity Employer: State that the respondent complies fully with all government regulations regarding nondiscriminatory employment practices.

**IX. RFP REVIEW**

At a HACSB meeting, scheduled after such review, some of the companies that have responded may be asked to be available for interviews. If so, those companies will be given not less than three (3) business days notice, along with the date, time and place for the interviews. Expenses will be the responsibility of the respondent.

**X. PRE BID CONFERENCE: NONE SCHEDULED**

**XI. COMPANY QUALIFICATIONS**

Proposals shall be considered from responsible organizations or individuals engaged in the performance of Window Cleaning Services. Proposals must include information on competency in performing comparable Window Cleaning Services, demonstration of acceptable financial resources, and personnel staffing. The vendor shall furnish detailed information on references, as well as background and experience with projects of a similar type and scope to include as a minimum:

- A.** Brief history of the company
- B.** A listing of five (5) references where similar services were performed. The client reference shall include the name of organization, contact person, address, and telephone numbers.
- C.** Vendor shall describe their understanding of the project scope, their proposed approach to performing the services, and submit a proposed schedule. Offerors shall include information on past experience with similar projects.

## **XII. SELECTION CRITERIA**

All proposals will be initially evaluated to determine if they meet the following minimum requirements:

### **Minimum Proposer Qualifications (pass/fail):**

- a. Experience of organization: Have at least three (3) years experience in providing window cleaning services for other similar sized entities with similar scope;
- b. Provide at least five (5) references for which like services have been performed within the past five (5) years; The HACSB reserves the right to contact any party that the Proposer has worked for in the past and to reject a Proposer based on past poor performance.
- c. Meet other presentation and participation requirements listed in this RFP;
- d. Have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Contractor's State License Board and State of California Department of Consumer Affairs, and have no unsatisfactory record of performance with any public agency; and
- e. Have the administrative and fiscal capability to provide and manage the proposed services.

### **Selection Factors:**

Contractors' submittals will be evaluated based on the criteria listed in this section and shall be awarded to the lowest, responsive and responsible bidder who fulfills the minimum requirements requested. In preparing your proposal to HACSB, it is important to clearly demonstrate expertise in the areas described in this document. Because multiple areas of expertise may be required for successfully performing projects under this RFP, the Contractor, either through in-house staff or sub-Contractors, must demonstrate expertise or have available adequate quantities of experienced personnel in all of the areas described.

Contractors are encouraged to identify and clearly label in their proposal how each criterion is being fully addressed. Evaluation of responses to this RFP will be based only on the information provided in the proposal, and if applicable, interviews, and reference responses. HACSB reserves the right to request additional information or documentation from the firm regarding its submittal documents, personnel, financial viability, or other items in order to complete the selection process.

If a responding firm chooses to provide additional materials beyond those requested, those materials should be included in a separate section of the proposal.

In submitting a proposal, the Contractor agrees that any costs or prices proposed shall be valid for a minimum of 90 days from the date of the proposal.

All responses to this RFP that are received will be screened for eligibility. As time permits, an evaluation panel will rate eligible proposals, according to the criteria listed above, and may conduct reference checks as part of the process. If there is insufficient information, HACSB reserves the right to request additional information and to interview firms to discuss their proposal.

### **XIII. RFP REQUIREMENTS AND CONDITIONS**

#### **Minimum Requirements**

This RFP sets forth the minimum requirements that all submissions shall meet. Failure to submit proposals in accordance with this request may render the proposal unacceptable.

#### **Submission Requirements**

Forms included within this Request for Proposal must be included with proposal, in addition to HUD form 5370, 5369-B and 5369-C. Failure to submit mandatory forms may result in rejection of the proposal.

#### **Cancellation of the RFP**

The HACSB reserves the right to cancel this RFP at any time, for any reason, and without liability if cancellation is deemed to be in the best interest of the HACSB. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

#### **Collusion**

Proposer, by submitting a proposal, hereby certifies (using Exhibit E) that no officer, agent, or employee of the HACSB has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer; and that the proposer is competing solely in its own behalf without connection with, or obligation to any undisclosed person or company.

#### **Disputes**

In case of any doubt or differences of opinions as to the participation sought hereunder, or the interpretation of the provisions of the RFP, the dispute process shall apply.

Contractors may appeal the recommended award, provided the appeal is in writing, contains the RFP number, is delivered to the address listed in Section II – Paragraph A of this RFP, and is submitted according to the time requirements listed below. The following shall apply to protests (unless otherwise specified, this section will use the term “protest” to also include disputes and appeals):

Solicitation: Contractors may protest a solicitation issued by HACSB. It must be received by the Director of Procurement and Contracts before the bid or proposal submittal deadline, or it will not be considered.

Award RFP: Any protest against the award of a contract based on an RFP must be received by the Director of Procurement and Contracts no later than two full business days after the bid submittal deadline, or before award of the contract, whichever is earlier, or the protest will not be considered.

Award RFP/RFQ: Any protest against the award of a contract based on an RFP or RFQ or appeal of a decision by HACSB to reject a proposal, must be received by the Director of Procurement and Contracts within three business days after notification to an unsuccessful proposer that they were not selected, or the protest will not be considered.

Rejection of Bid: Any protest of a decision by HACSB to reject a bid submitted in response to an RFP must be received by the Director of Procurement and Contracts within two business days after being notified in writing of HACSB’s decision, or the appeal will not be considered.

A written response will be directed to the appealing Contractor within fourteen (14) calendar days of receipt of the appeal, advising of the decision with regard to the appeal and the basis for the decision. The decision of the HACSB shall be final and binding upon all parties.

#### **XIV. INSURANCE REQUIREMENTS**

**A. Proof of Insurance**, shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract. The Contractor shall require all subcontractors used in the performance of this contract to name HACSB as an additional insured. Following are the standard types and minimum amounts.

- General Liability:** \$1,000,000; per occurrence for bodily injury, personal injury and property damage liability; *HACSB Additional Insured* or,
- Commercial General Liability:** \$3,000,000; combined single limit bodily and property damage liability per occurrence; *HACSB additional named insured*.
- Comprehensive Automobile Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and aggregate; *HACSB Additional Insured*.
- Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$3,000,000 aggregate or,
- Professional Liability:** \$1,000,000; per occurrence and aggregate.
- Workers' Compensation:** statutory limits or,
- Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.
- Environmental Liability:** \$500,000; per occurrence and aggregate; *HACSB Additional Insured*.
- Owner's Liability:** 100% of insurable value of the work, Builder's Risk, Extended coverage for Vandalism and Malicious Mischief, if required; *HACSB additional named insured*.
- Fire Insurance with Extended Coverage:** 100% of insurable value of the work; Builder's Risk, Extended coverage including Vandalism and Malicious Mischief, if required; *HACSB Additional Insured*.

Failure to provide proof of insurance or failure to maintain insurance as required in this bid, or by law; are grounds for immediate termination of the contract. In addition, the awarded bidder should be liable for all re-procurement costs and any other remedies under law.

#### **B. Indemnification and Insurance Requirements**

##### **1. Indemnification**

The Contractor agrees to indemnify, defend and hold harmless HACSB and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by HACSB on account of any claim therefore, except where such indemnification is prohibited by law.

**2. Additional Named Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming HACSB and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

**3. Waiver of Subrogation Rights**

The Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against HACSB, its officers, employees, agents, volunteers, Contractors and subcontractors.

**4. Policies Primary and Non-Contributory**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by HACSB.

**5. Proof of Coverage**

The Contractor shall immediately furnish certificates of insurance to HACSB Procurement Department administering the Contract evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

**6. Insurance Review**

The above insurance requirements are subject to periodic review by HACSB. HACSB's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of HACSB. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against HACSB, inflation, or any other item reasonably related to HACSB's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

**XV. CONTRACT CONDITIONS**

**Americans with Disabilities Act**

Proposer must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.

**Law of the State of California**

The resulting contract will be entered into within the State of California and the law of said state, whether substantive or procedural, shall apply to the contract, and all statutory,

charter and ordinance provisions that is applicable to public contracts within the County of San Bernardino and the State of California shall be followed with respect to the contract.

### **Contract Terms and Final Selection**

The selected company will be expected to sign the HACSB's Contract Agreement, which will specify the term of service, likely to be annually. If the selected applicant and the HACSB cannot come to terms with respect to the contract, the HACSB reserves the right to select the next most qualified applicant or to terminate this RFP and to re-issue a new RFP if no Proposer is acceptable to the HACSB.

### **Section 3 Provisions**

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The purpose of Section 3 is to ensure that, to the greatest extent feasible, employment, training, and business opportunities created by HUD financial assistance be directed to low and very-low income persons, particularly persons who are recipients of HUD assistance for housing. A contractor recommended for award must comply (using Exhibit F) with Section 3 requirements.

### **Federal Lobbyist Requirements**

A Bidder is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of an Federal grant, loan or cooperative Agreement, and any extension, continuation, renewal, amendment or modification of said documents. Failure on the part of the Bidder or persons/sub-contractors acting on behalf of the Bidder to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

### **Exhibit and Appendix List**

EXHIBIT A – Scope of Work  
EXHIBIT B – Contact Information  
EXHIBIT C – Proposal Form  
EXHIBIT D – Certification Regarding Debarment or Suspension  
EXHIBIT E – Non-Collusion Affidavit  
EXHIBIT F – Section 3 Certification Form  
EXHIBIT G – HUD 5369-B  
EXHIBIT H – HUD 5369-C  
EXHIBIT I – HUD 5370-C Section I&II

## Exhibit A Scope of Work

### INTRODUCTION

It is the intent of this RFP is to establish a term contract, with a vendor for the Housing Authority of the County of San Bernardino for labor, materials and equipment necessary to provide Window Cleaning Services to office buildings as listed below. HACSB owns and manages multiple public housing units in a variety of configurations, throughout the County.

All work is to be performed according to industry standards, according to the material manufacturers' recommendations and to the satisfaction of HACSB. The Contractor will perform window cleaning for buildings owned by HACSB and located throughout San Bernardino or as requested by the Facilities Director or their designee.

***The repeated failure of any Contractor to provide service when contacted shall result in that Contractor's contract being canceled for nonperformance. The HACSB shall document failure to respond, and the Contractor may not be permitted to participate in future contracts for these services.***

### SCOPE OF WORK

These services shall include the following:

1. Wash and clean the exterior windows every two (2) months
2. Wash and clean the exterior high dome & lobby areas every six (6) months
3. Wash and clean the interior windows completely once a year.

### SITE LIST

<u>Proposed Service Sites:</u>	<u>Site</u>	<u>Proposed Service Sites:</u>	<u>Site</u>
Administrative Office 715 East Brier Drive. San Bernardino, CA 92408	<b>(1)</b>	Housing Programs Office 672 South Waterman Ave. San Bernardino, CA 92408	<b>(2)</b>
Yucaipa Terrace Clubhouse 12385 6 <sup>th</sup> Street Yucaipa, CA 92399	<b>(3)</b>	Yucaipa Crest Clubhouse 12435 6 <sup>th</sup> Street Yucaipa, CA 92399	<b>(4)</b>

We recommend companies to view the sites first.

### CONTRACTORS EMPLOYEES

1. The contractor shall ensure that personnel are knowledgeable of all the requirements of these specifications. The contractor shall be responsible for instructing his employees in safety measures considered appropriate. CAL OSHA safety requirements shall be complied within all activities under this award.

### SITE CONTROL

1. Any areas being prepared or finished shall be secured from public access, clearly marked, and barricaded, if necessary. At all times, work shall not interfere with ingress or egress of the building or normal operations by the public, tenants, HACSB employees or vehicles. All surrounding surfaces and vegetation shall be protected from contact with any harmful materials used in this project.
2. The contractor is solely responsible for damage to surrounding surfaces, facilities, vegetation, vehicles, or persons caused by its materials, equipment, workers, or agents. The contractor shall make every effort to maintain a clean, quiet, and orderly work area throughout the performance of this service. No materials or equipment shall be left on the site when the contractor's workers are not present.
3. At completion of work, remove all materials, supplies, debris and rubbish and leave each area in a clean, acceptable condition.

**EXHIBIT B**  
**Contact Information Form**

To: Claudia Nunez, Procurement Department  
(909) 332-6340 (909) 915-1831 Fax, or  
Email: [procurement@hacsb.com](mailto:procurement@hacsb.com)

This fax is to acknowledge that we are in receipt of RFP #PC987 for Window Cleaning Services and have noted our intention to bid.

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact/Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**I PLAN TO SUBMIT A BID.**

- Yes, I will be submitting a bid.
- Maybe, I need to research and get more information (contact HACSB-information listed above)

**NO BID.** Indicate *any* of the following. We:

- Do NOT desire to be retained on the vendor list.
- Desire to be retained on the vendor list, but decline to bid based on the following:
  - Cannot comply with specifications/scope of work, Explain: \_\_\_\_\_  
\_\_\_\_\_
  - Cannot meet delivery requirements, Explain: \_\_\_\_\_  
\_\_\_\_\_
  - Do not regularly provide this type of product/service
  - Other, Explain: \_\_\_\_\_
  - Please update my information as listed above.

**HOW YOU FOUND OUT ABOUT THE BID.** Indicate *any* of the following. We:

- Checked the agency website
- Received notice by fax or e-mail
- Newspaper Ad, please list paper: \_\_\_\_\_
- Trade Publication, please list: \_\_\_\_\_
- Plan Room, please list: \_\_\_\_\_
- Other, Explain: \_\_\_\_\_

**EXHIBIT C**  
**PROPOSAL FORM**

Vendor Name: \_\_\_\_\_

To: The Housing Authority of the County of San Bernardino  
715 E. Brier Drive  
San Bernardino, CA 92408

- The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the Specifications, if any thereto, hereby proposes to furnish all labor, materials, equipment and services required to provide such service(s) described in the Scope of Work (Exhibit A) in accordance therewith, for the sum of:

Item	Description	Yr1 2018	Yr 2 2019
<b>Provide pricing per the specifications of RFP PC987 for:</b>			
<b>1</b>	<b>Wash and clean the exterior windows every two (2) months (six (6) times per year)</b>		
	Central Administration Office/per service visit		
	Housing Programs Office/per service visit		
	Yucaipa Terrace Clubhouse		
	Yucaipa Crest Clubhouse		
<b>2</b>	<b>Wash and clean the exterior high dome &amp; lobby areas every six (6) months. (two (2) times per year)</b>		
	Central Administration Office/per service visit		
<b>3</b>	<b>Wash and clean the interior windows completely once a year. (one (1) time per year)</b>		
	Central Administration Office/per service visit		
	Housing Programs Office/per service visit		
	Yucaipa Terrace Clubhouse		
	Yucaipa Crest Clubhouse		

- In submitting this proposal it is understood that the right is reserved by the Housing Authority of the County of San Bernardino to reject any and all proposals. If written notice of the acceptance of this proposal is mailed, telegraphed, faxed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to a contract/agreement in the prescribed form and furnish any required insurance requirements within ten (10) days after the contract is presented to him for signature.

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

Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Official Address)

\_\_\_\_\_  
(By) (Signature)

\_\_\_\_\_

\_\_\_\_\_  
(Title)

**CURRENT CLIENT REFERENCES (REQUIRED) – RFP#PC987 – WINDOW CLEANING SERVICES**

*Submit this form with the BID, failure to do so is grounds for disqualification.*

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, ST, Zip \_\_\_\_\_  
Fax/Phone/Email \_\_\_\_\_  
Contact Name/Title \_\_\_\_\_  
Type of Engagement \_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, ST, Zip \_\_\_\_\_  
Fax/Phone/Email \_\_\_\_\_  
Contact Name/Title \_\_\_\_\_  
Type of Engagement \_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, ST, Zip \_\_\_\_\_  
Fax/Phone/Email \_\_\_\_\_  
Contact Name/Title \_\_\_\_\_  
Type of Engagement \_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, ST, Zip \_\_\_\_\_  
Fax/Phone/Email \_\_\_\_\_  
Contact Name/Title \_\_\_\_\_  
Type of Engagement \_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, ST, Zip \_\_\_\_\_  
Fax/Phone/Email \_\_\_\_\_  
Contact Name/Title \_\_\_\_\_  
Type of Engagement \_\_\_\_\_

Bidder's Company Name \_\_\_\_\_  
Legal Structure (corp./partner/proprietor) \_\_\_\_\_  
Principle Office Address \_\_\_\_\_  
City, ST, Zip \_\_\_\_\_  
Phone Number & Fax Numbers \_\_\_\_\_  
Email \_\_\_\_\_  
Federal Employer Identification Number \_\_\_\_\_  
Title of Person Authorized to Sign \_\_\_\_\_  
Print Name of Person Authorized to Sign \_\_\_\_\_  
Date Signed and Authorized Signature \_\_\_\_\_

**EXHIBIT D**  
**CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all Proposers submitting a response to this RFP:

1. The Proposer certifies, to the best of its knowledge and belief, that neither the Proposer nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or non-procurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Non-procurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Proposer shall provide immediate written notice to the HACSB Director of Procurement and Contracts if, at any time prior to award, the Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changes circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Proposer rendered an erroneous certification, in addition to other remedies available to the HACSB government, the HACSB Director of Procurement and Contracts may terminate the contract resulting from this solicitation for default.
5. Proposer affirms that it has no record of recent unsatisfactory performance with HACSB, during the past twenty-four (24) months at a minimum.

**Printed Name of Representative:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

EXHIBIT E  
Non-Collusion Affidavit of Prime Bidder/Subcontractor

State of California)  
County of San Bernardino)

\_\_\_\_\_, 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 Housing Authority of the County of San Bernardino or the owner of the property interested in the proposed contract;

5. No member of the Common Council, or other Officers of the Housing Authority of the County of San Bernardino, or any person in the employ of the 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 Housing Authority of the County of San Bernardino in any form or manner.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

EXHIBIT F  
SECTION 3 CERTIFICATION

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3  
PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

**MANDATORY**—Proposer must submit the “Certification” form as to whether they “satisfy” or “do not satisfy” the Section 3 requirements. All bids received with the “Certification” form will be considered.

**OPTIONAL**—To be considered for the Section 3 Preference, you must also complete the “Documentation” section and provide the backup as required.

**Section 3 Business Concern** means a business where:

1. 51 percent or more is owned by Section 3 residents; or
2. 30 percent of the permanent full-time employees are currently Section 3 residents or were Section 3 residents when first hired (if within the past three years); or
3. The business commits in writing to subcontract over 25 percent of the total dollar amount of all subcontracts to be let to businesses that meet the requirements of paragraphs 1 and 2 of this definitions;

AND

The Business was formed in accordance with State law and is licensed under State, County, Municipal law to engage in the business activity for which it was formed.

***Section 3 Compliance Requirements***

- A. The Section 3 regulations provide that recipients, its contractors, and any subcontractors demonstrate compliance by employing Section 3 residents as 30% of the aggregate number of new hires.
- B. A vendor is required to hire only when a new hire is needed to perform the work. In the event that no new hires are needed, vendors must document that no new hires were made during the term of the contract.
- C. The Section 3 Regulations, at 24 CFR Part 135, require that in public housing programs, compliance efforts shall be directed to provide training and employment opportunities to residents.
- D. In situations where a new hire is needed, a vendor will not be required to hire persons who are not qualified. If a new hire is needed and a Section 3 resident is identified, that Section 3 resident will be required to submit evidence of Section 3 status to the recipient, contractor or subcontractor.

***Bid/Proposal Compliance (Construction Projects)***

As part of each bid or proposal submitted, the respondent must document their workforce by position. Such information will be re-verified at the commencement of the contract. The HACSB will periodically audit this information. Failure to comply shall result in the delay of payment.

***Bid/Proposal Evaluation***

Vendors who fail to complete the certification stating if they “satisfy” or “do not satisfy” the Section 3 requirements will be deemed non-responsive. This means that in the proposal or bid documents submitted to the HACSB, the Contractor's Certification must be completed and signed.

If requesting an exemption—include the applicable attachments and supporting documentation to support claims of compliance by hiring, contracting, or other economic opportunities.

After written notice from the HACSB specifying the defects in the Section 3 information, vendors will be given no more than 5 business days to complete the form and provide all required documents. Failure to respond within the 5 days will result in HACSB declaring the bidder or respondent non-responsive. The contract or bid will then be awarded to the next lowest bidder or to the respondent with the next highest score.

**Section 3 Program Evaluation Preference**

This IFB contains a preference for Section 3 business concerns in the award of Section 3 covered contracts as follows:

- (i) Bids shall be solicited from all businesses (Section 3 business concerns, and non-Section 3 business concerns). An award shall be made to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid-
  - (A) IS WITHIN THE MAXIMUM TOTAL CONTRACT PRICE ESTABLISHED IN THE CONTRACTING PARTY'S BUDGET FOR THE SPECIFIC PROJECT FOR WHICH BIDS ARE BEING TAKEN, AND**
  - (B) is no more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:**

**X = lesser of:**

**When the lowest responsive bid is:**

Less than \$100,000 .....	10% of that bid or \$9,000
At least \$100,000, but less than \$200,000 .....	9% of that bid, or \$16, 000
At least \$200,000 but less than \$300,000 .....	8% of that bid, or \$21,000
At least \$300,000 but less than \$400,000 .....	7% of that bid, or \$24,000
At least \$400,000 but less than \$500,000 .....	6% of that bid, or \$25,000
At least \$500,000 but less than \$1 million .....	5% of that bid, or \$40,000
At least \$1 million but less than \$2 million .....	4% of that bid, or \$60,000
At least \$2 million but less than \$4 million .....	3% of that bid, or \$80,000
At least \$4 million but less than \$7 million .....	2% of that bid, or \$105,000
\$7 million or more .....	1 1/2 % of the lowest responsive bid, with no dollar limit.

- (ii) **IF NO RESPONSIVE BID BY A SECTION 3 BUSINESS CONCERN MEETS THE REQUIREMENTS, THE CONTRACT SHALL BE AWARDED TO A RESPONSIBLE BIDDER WITH THE LOWEST RESPONSIVE BID.**

*HUD Compliance and Monitoring*

HUD monitors the performance of recipients and contractors. HUD examines employment and contract records for evidence of actions taken to train and employ Section 3 residents and to

award contracts to Section 3 businesses. HUD provides technical assistance to recipients and contractors in order to obtain compliance with Section 3 requirements.

There is a complaint process. Section 3 residents and business concerns may file complaints if they think a violation of Section 3 requirements has occurred where a HUD-funded project is planned or underway. Complaints will be investigated; if appropriate, voluntary resolutions will be sought. There are appeal rights to the Secretary. Section 3 residents and businesses may also seek judicial relief.

A Section 3 businesses or resident complaint about a violation of Section 3 requirements shall be made in writing to the local HUD FHEO Office or to:

The Assistant Secretary for Fair Housing and Equal Opportunity  
U.S. Department of Housing and Urban Development 451 Seventh Street, SW, Room 5100  
Washington, DC 20410-2000  
1-800-669-9777  
1-800-927-9276 (TTY)  
[www.hud.gov](http://www.hud.gov) [www.espanol.hud.gov](http://www.espanol.hud.gov)

A written complaint should contain:

- A. Name and address of the person filing the complaint;
- B. Name and address of subject of complaint (HUD recipient or contractor);
- C. Description of acts or omissions in alleged violation of Section 3; and
- D. Statement of corrective actions sought.



**OPTIONAL (to claim the Section 3 Preference)**

**Documentation--**

Attached is the following documentation as evidence of Section 3 status:

**For Business claiming status as a Section 3 resident-owned enterprise:**

- Copy of resident lease
- Copy of receipt of public assistance
- Copy of evidence of participation in a public assistance program
- Other evidence

**For business entity as applicable:**

- Copy of Articles of Incorporation
- Certificate of Good Standing
- Assumed Business Name Certificate
- Partnership Agreement
- List of owners/stockholders and % ownership of each
- Corporation Annual Report
- Latest Board minutes appointing officers
- Organization chart with names and titles and brief function statement
- Additional documentation

**For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:**

- List of subcontracted Section 3 business(s) and subcontract amount

**For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**

- List of all current full-time employees
- List of employees claiming Section 3 status
- PHA/IHA Residential lease less than 3 years from day of employment
- Other evidence of Section 3 status less than 3 years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- Current financial statement
- Statement of ability to comply with public policy
- List of owned equipment
- List of all contracts for the past two years

Name of Business

Address of Business

(Corporate Seal)

\_\_\_\_\_  
Authorizing Name and Signature

Attested by: \_\_\_\_\_

EXHIBIT G  
HUD FORM 5369 B (INSTRUCTIONS TO OFFERORS – NON-CONSTRUCTION)

**Document posted as attachment.**

EXHIBIT H  
HUD FORM 5369 C (CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS)

**Document posted as attachment.**

EXHIBIT I  
HUD FORM 5370 C (GENERAL CONDITIONS FOR NON-CONSTRUCTION)

**SECTION I & II**

**Documents posted as attachments**