

# **REQUEST FOR PROPOSAL**

# FLOOR AND CARPET CLEANING RFP# RCS03-24

City of Lakewood 5050 Clark Avenue Lakewood, CA 90712

# **REQUEST FOR PROPOSAL**

# CITY OF LAKEWOOD RECREATION AND COMMUNITY SERVICES DEPARTMENT FLOOR AND CARPET CLEANING

### **<u>Requests for Information</u>**:

Abel Andrade Parks Superintendent AAndarde@lakewoodcity.org

# Submittals Must Be Made To:

City of Lakewood Attn: City Clerk 5050 Clark Ave. Lakewood, CA 90712 Floor and Carpet Cleaning

## Due Date: Wednesday, April 3, 2024 3:00 p.m.

#### SECTION I – INTRODUCTION

The City of Lakewood invites qualified companies to respond to this request for proposal (RFP) for floor and carpet cleaning.

This RFP includes the scope of work to be performed. The proposals received will be used to determine which company will best meet Lakewood's carpet and floor cleaning needs. The City of Lakewood reserves the right to reject any or all proposals, to accept or to reject any one or more item of a proposal, or to waive any irregularities or informalities in the proposals or in the bidding.

Sealed proposals must be received up to but no later than 3:00 p.m. Wednesday, April 3, 2024. Proposals should be addressed to:

City of Lakewood Attn: City Clerk 5050 Clark Ave. Lakewood, CA 90712 Floor and Carpet Cleaning

#### SECTION II – BACKGROUND

The City of Lakewood is located in Los Angeles County, about 23 miles southeast of downtown Los Angeles. Lakewood was incorporated on April 16, 1954 and encompasses 9.5 square miles. The city has an estimated population of 81,600 residents.

Since Lakewood's founding in the early 1950s, the city government has taken great pride in providing well maintained and clean facilities.

The City of Lakewood expects to enter into a three-year contract. Services will begin on July 1, 2024 with the original term of the contract valid through June 30, 2027. The City will reserve the right to discontinue the program without cause on 30 days' notice.

### Section III – Project Description

#### A. Scope of Service

The City of Lakewood desires to retain the Contractor for the floor and carpet cleaning at The Centre, City Hall, Mayfair Park activity building, swim pavilion and locker rooms, Weingart Senior Center and Burns Community Center including daycare area under this agreement in connection with the work hereinafter described.

#### B. <u>Work Locations and Square Footage:</u>

The contract will include floor and carpet cleaning of vinyl composite tile floor, ceramic tile, and carpets included at any of the following locations:

Lakewood City Hall, 5050 Clark Avenue, Lakewood, CA 90712 The Centre, 5000 Clark Avenue, Lakewood, CA 90712 Mayfair Park, 5720 Clark Avenue, Lakewood, CA 90712 Bloomfield Park, 21420 Pioneer Blvd., Lakewood, CA 90715 Boyar Park, 6701 Del Amo Blvd., Lakewood, CA 90713 Palms Park, 12305 207<sup>th</sup> Street, Lakewood, CA 90715 Weingart Senior Center, 5220 Oliva Avenue, Lakewood, CA 90712 Lakewood Youth Center, 4658 Woodruff Avenue, Lakewood, CA 90713 Burns Community Center, 5510 Clark Avenue, Lakewood, CA 90712

Frequency of Cleanings at noted locations:

#### <u>Annually</u>

- Mayfair Park swim pavilion: Ceramic tile floor in locker rooms
- City Hall: Carpet throughout and ceramic tile in two sets of men's and women's restrooms
- Bloomfield Park: Carpet in activity building
- Boyar Park: Carpet in the conference room
- Burns Community Center: Ceramic tile floor in lobby
- Palms Park: Carpet in transportation coordination office (DASH)

#### **Biannually**

- Weingart Senior Center: Carpet throughout, vinyl composite tile floor, ceramic tile in men's and women's restrooms
- Youth Center: Vinyl composite tile floor, ceramic tile and carpet
- Mayfair Park swim pavilion: Carpet
- Mayfair Park Activity Room: Vinyl composite tile floor

#### **Quarterly**

• Burns Community Center: Vinyl composite tile floor and carpet in daycare area

#### Eight times per year scheduled at six week intervals

- The Centre: Carpets;
  - Downstairs: Hallway and meeting rooms
  - Upstairs: Ballroom, corridor and stairway

City Hall		Burns Community Center			Youth Center			
Ceramic Tile	Carpet	VCT	Ceramic Tile	Carpet	VCT	Ceramic Tile	Carpet	VCT
644	10,714		1,080	1,606	575	1,228	2 <i>,</i> 085	3,185

Palms Park		Boyar Park			Bloomfield Park			
Ceramic Tile	Carpet	VCT	Ceramic Tile	Carpet	VCT	Ceramic Tile	Carpet	VCT
	726			380			540	

Mayfair Park Swim Pavilion and								
Activity Room		The Centre			Weingart Senior Center			
Ceramic Tile	Carpet	VCT	Ceramic Tile	Carpet	VCT	Ceramic Tile	Carpet	VCT
4,602	1,764	2,800		8,509		380	4,558	5,419

<b>TOTAL Ceramic Tile:</b>	7,934 Square Feet
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TOTAL Carpet: 30,882 Square Feet

TOTAL Vinyl Composite Tile:	11,979 Square Feet
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C. Cleaning Schedule

The schedule will be agreed upon by the Parks Superintendent and the Contractor, based on the hours of operation at each facility. The hours during which the work shall be performed shall be at the discretion of the Contractor, with the approval of the Parks Superintendent. Hours of performance shall be Sunday through Saturday. Work shall not occur on holidays recognized by the City.

D. Labor and supplies

Contractor is responsible for providing all materials and supplies, labor and supervision necessary to complete the specified service. All contactor employees shall adhere to building rules and regulations. Work shall be performed without inconvenience to the occupants. Contractor shall instruct employees to dress in appropriate apparel as approved by Parks Superintendent.

#### E. Term of Contract

Contractor agrees to provide required carpet and floor cleaning service under this agreement for a term commencing July 1, 2024 through June 30, 2027, and may be renewed by the City Administrator with the concurrence of the contractor for any successive one-year term, unless sooner terminated as hereinafter provided.

#### F. Payment

For and in consideration of the floor and carpet services performed by the Contractor, the City agrees to pay the Contractor a monthly fee. The aforementioned consideration shall be paid to the Contractor on a monthly basis upon submission of an invoice to the Director of Recreation and Community Services for approval.

#### G. Compliance With Fair Employment Practice Act

Contractor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract or any subcontract hereunder, no contractor, material supplier or vendor shall, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

#### H. Inability to Provide Service

Where inclement weather, in the opinion of the Parks Superintendent, prevents adherence to the regular floor cleaning and carpet care schedule for two or less days in a given week, the facilities so affected shall be cleaned within the following one-week period from the date of the scheduled cleaning without the interruption of the regular schedule. Contractor shall perform all extra work required by such inclement weather without additional charge. When any holiday or observance as specified in the Government Code of the State of California occurs on a regularly scheduled floor cleaning day, and cleaning is not completed in observance of the holiday, the subject area shall be cleaned within two (2) days of the regularly scheduled day without interruption in the regular floor cleaning schedule. In the event the contract is prevented from completing the scheduled floor cleaning because of reasons other than inclement weather, contract shall be required to complete these services, so deferred, prior to the next regular scheduled date, or give the City credit for work not performed at the rate specified in the Contractor's bid proposal.

#### I. Insurance

The insurance shall be satisfactory to the City Attorney and shall be evidenced by delivery to the City Clerk's office of a certificate of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies, all endorsements whether or not required by the city, and a certified copy of each policy, including all endorsements. Each Certificate will name the city and its employees, officers, volunteers, and agents as "additional insured". Without limiting Contractor's liability pursuant to the hold harmless and indemnity provisions of the contract, Contractor shall maintain, at a minimum, the insurance listed below:

- 1. Worker's Compensation Insurance
  - Statutory California worker's compensation coverage.
  - Employer's liability with minimum limits of \$1,000,000 per accident and \$1,000,000 per disease, each employee and policy limit.
  - An endorsement stating the city shall receive at least thirty (30) days' notice prior to cancellation or non-renewal of coverage.
  - An endorsement stating the insurer shall agree to waive all rights of subrogation against the city, its officers, officials, employees and volunteers for losses arising from work performed by Contractor for the city.
- 2. Liability Insurance

"Commercial General Liability Insurance, written on an "occurrence" basis with a minimum limit of liability of \$5,000,000 combined single limit per "occurrence" for bodily injury, personal injury and property damage. If the policy contains a general aggregate limit, then such aggregate limit shall not be less than \$5,000,000 and shall contain a per location aggregate limit.

3. Public Liability and Property Damage Insurance The successful proposer shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him and the city from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from operations under this contract.

Contractor shall:

- Furnish a statement of insurance with proposal describing to what extent they already meet these requirements by types and amounts of coverages.
- Furnish properly executed Certificates of Insurance with original policy endorsements to the city prior to commencement of work under this agreement. The certificates and endorsements shall clearly evidence all coverage requirements described herein. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be reviewed and approved by the City Attorney before work commences. The city reserves the right to require complete, certified copies of all required insurance policies, at any time.
- All insurance required by this agreement shall be maintained in full force and effect for the entire term of this agreement. If Contractor, for any reason, fails to maintain insurance coverage which is required

pursuant to this agreement, the same shall be deemed a material breach of contract. City, at its sole option, may forthwith terminate this agreement and obtain damages from the Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

#### J. Indemnity

The following provisions shall be included in the successful proposer's contract:

Contractor shall specifically and unequivocally indemnify, defend and hold free and harmless the City of Lakewood, its City Council, Commissioners, officers appointed and elected, and employees from and against any and all acts caused by active negligence, passive negligence, loss, damages, liability, claims, suits, costs, expenses whatsoever and/or acts for which the city would be held strictly liable including defense costs and reasonable attorneys' fees, which arrive out of or result from or occur in connection with Contractor's performance of services or work conducted or performed pursuant to this agreement or any operation of a floor care service with the city. Moreover, fees incurred in pursuing an indemnity claim will be recoverable by city. Contractor shall indemnify and hold harmless to the City of Lakewood, its City Council, Commissioners, officers appointed and elected and employees from and against any and all loss, damages, liability, claims, suits, costs, and expenses whatsoever, including reasonable attorneys' fees, accruing or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, equipment or supplies arising from or in any manner connected to the Contractor's performance of services or work conducted or performed pursuant to this agreement.

#### K. Cancellation of Contract

The City of Lakewood may cancel this contract WITHOUT CAUSE at any time by giving thirty (30) days' notice to the supplier/contractor. The city may cancel this contract WITH CAUSE at any time by giving ten (10) days written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of the city and shall be, but not limited to, failure to supply the service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Proposer may not cancel this contract without prior written consent of the city.

#### L. Severability

If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

#### SECTION V – PROPOSAL REQUIREMENTS AND INFORMATION

No RFP shall receive consideration by the City of Lakewood for RFP # RCS03-24 unless made in accordance with the following instructions:

#### A. RFP Forms and Signatures

Proposals must be submitted on preprinted forms included in this document. All blanks in the RFP forms must be appropriately filled in. The proposal must be signed in the name of the Proposer and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the proposer. A proposer's failure to sign the required forms may result in rejection of the bid.

A one page letter of introduction shall be included at the start of the proposal which contains the name, title, direct phone number and email address of the primary contact for the proposer during the entire RFP process.

Proposers should submit one (1) original and four (4) print copies for initial evaluation purposes. In the event that the Proposal is considered for further evaluation, additional print copies may be requested.

B. Limitations

Notwithstanding any other provision of the RFP, the city reserves the right to reject all proposals and to waive any informality in a proposal when to do so would be to the advantage of the city. Terms and conditions are subject to final approval by the city's legal counsel.

The proposer understands and agrees that the city will have no financial responsibility for any costs incurred by the proposer in responding to this RFP.

The city requires that every proposal include a statement that the proposal is genuine, not sham or collusive, nor made in the interest of any person not therein named; that the proposer has not directly or indirectly induced or solicited any other proposer to submit a sham proposal or to refrain from bidding; and that the proposer has not in any manner sought by collusion to secure for himself an advantage over any other proposer.

No participation in the procurement process shall be permitted by any vendor who has been debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

The selected proposer may not discriminate in the hiring of employees, employment of subcontractors, or the provision of service on the basis of race, religion, color, age, disability, sex or national origin.

The selected proposer should abide by and obey all applicable federal, state, and City laws, including, but not limited to, the nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the city. The selected

proposer should stipulate that in any action related to the awarded contract, venue should be in the County of Los Angeles, State of California.

- D. Submission of Proposal
  - 1. Acceptance of Terms and Conditions

Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all the terms and conditions hereinafter set forth in the RFP unless otherwise expressly stated in the proposal.

2. Selection Process

After an initial review of the proposals submitted, the city may elect to conduct an interview process, of some oral proposals and the City's discretion, to allow proposers to present their proposals. If so, the City shall arrange the time and place and inform all proposers.

E. Proposal Submittal Deadline

Proposals should be presented in a professional manner. Illustrations may be included. Oversized drawings may be submitted but must be accompanied by an 8  $\frac{1}{2}$ " x 11" sectionals or reductions to 8  $\frac{1}{2}$ " x 11" paper. No electronic or facsimile proposals will be accepted. All proposals become the property of the city and, once a successful proposers is identified or all proposals are rejected, shall be deemed public records.

Five (5) copies of the proposals must be submitted in a sealed envelope with the title "Floor and Carpet Cleaning Service" along with the RFP number, the proposer's name and address. **Proposals are to be received by the City of Lakewood's City Clerk, 5050 Clark Avenue, Lakewood, CA 90712 on or before Wednesday, April 3, 2024 at 3:00 p.m.** No proposals will be accepted after that time. Proposals received after that time and date listed above will be returned to the proposer and will not be considered. It is the sole responsibility of the submitting proposer to ensure that its proposal is received before the submission deadline. Submitting proposers shall bear all risks associated with delays in delivery by any person or entity, including professional mail carrier services.

F. Terms of Withdrawal

Proposers' authorized representatives may withdraw proposals only by written request received by the manager's office before the RFP Submittal Deadline. After that time, Proposers may not withdraw their proposals for a period of ninety (90) days from the proposal Submittal Deadline. At no time may the successful Proposer(s) withdraw his proposal.

G. Rejection of RFP

The city reserves the right to reject any proposal, all proposals, or any part of a proposal. The city reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the city or any other government agency. The city expressly reserves the right to reject the proposal of any Proposer who is in default on the payment of taxes, licenses, or other monies due the government (Federal, State or County).

H. Evidence of Responsibility and Reference Check

Upon request of the city, a proposer shall submit promptly to the city satisfactory evidence showing the Proposer's financial resources, the proposer's experience in the type of work required by the city, the Proposer's organization available for the performance of the contract and any other required evidence of the Proposer's qualification to perform the proposed contract. The city may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a proposer's responsibility to perform the proposed contract may result in rejection of the proposal. The City reserves the right to check references of other agencies which have contracted with Proposer in the past, to ensure reliability of Proposer for like services rendered to other agencies.

I. Request for Information

Any questions relative to the RFP should be directed to Abel Andrade, Parks Superintendent via email AAndrade@lakewoodcity.org. Requests for Information (RFI) will be posted with responses at <u>https://www.lakewoodcity.org/about/econdev/business/bids.asp</u>. RFIs received after Monday, March 25, 2024 will not be considered. All responses will be provided by close of day on Thursday, March 28, 2024.

J. Late Proposals

Proposals not received by the RFP Submittal Deadline are late. Late proposals will be returned to Proposers unopened.

K. Term of Contract

The work to be performed under this three (3)-year contract shall commence on July 1, 2024 and shall be substantially completed June 30, 2027. Proposals offering terms other than those shown here will be declared non-responsive and will not be considered.

L. Prices, Notations and Mistakes

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs the proposal. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

M. Award of Contract

The city shall award the contract to the contractor that provides the lowest responsible proposal, meets the needs of the city and has the capability of providing the services requested to the city. The city reserves the right to award this Request for Proposal to one vendor or multiple vendors. Providing a proposal with all or nothing clauses or limitations may preclude the vendor from receiving a contract for any item.

The proposer to whom the contract is awarded shall be required to enter into a written contract with the City in a form approved by the City Attorney. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract.

#### N. Disposition of Proposals

All responses to this RFP accepted by the City of Lakewood shall become the exclusive property of the city. Upon opening, all proposals accepted by the city shall become a matter of public record and shall be regarded as public information, with the exception of those elements of each proposal which are identified by the preparers as business or trade secrets and plainly marked a "trade secret," "confidential" or "proprietary." Each element of a proposal that an applicant desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the city in any way whatsoever. The California Public Records Act requires disclosure despite the preparer's request for confidentiality, and the city shall not, in any way, be liable or responsible for the disclosure of any such records or part thereof.

#### RFP FORM Floor Care and Carpet Cleaning Service RFP# RCS03-24 Due: 3:00 P.M. on Wednesday, April 3, 2024

To: City of Lakewood Attn: City Clerk 5050 Clark Ave. Lakewood, CA 90712

From:

Name of Proposer

Mailing Address

City, State & Zip

The undersigned Proposer agrees he will contract with the City of Lakewood to provide all the necessary vehicles, labor and equipment to be employed in the cleaning of floors and carpet for the City of Lakewood, 5050 Clark Avenue, Lakewood, CA 90712. The undersigned hereby proposes and agrees to furnish all vehicles, labor and equipment for the completion of said contract in strict accordance with the specifications for the sum of:

If awarded the contract, the undersigned hereby agrees to commence work on July 1, 2024 through the last day of the contract, June 30, 2027.

#### **RATES**

Year One through Three	Rate p	er month / Annua	Reason for Increase/Decrease	
7/1/2024-6/30/2025	\$	/mo / \$	/yr	
7/1/2025-6/30/2026	\$	/mo / \$	/yr	
7/1/2026-6/30/2027	\$	/mo / \$	/yr	
Proposer Name (person, firn	n, corp.)		Signatur	re of Authorized Representative
Address			Name of	Authorized Representative
City, State, Zip Code		Title of .	Authorized Representative	
Telephone Number			Facsimi	le Number
Type of Business			Email A	ddress/Website

No proposal is valid unless signed by an officer of the company. State whether your company is a corporation, a co-partnership, private individual, or individuals doing business under a firm name. If the proposer is a partnership, the proposal should be signed with the partnership name by one of the partners. If the proposer is a corporation, the proposal should be signed with the name of the corporation by a person authorized to execute proposals on behalf of the corporation.

Please check your calculations before submitting your proposal; the City of Lakewood will not be responsible for Proposer miscalculations.

#### SECTION VI – REFERENCES AND EXPERIENCES

Please list at least four of the largest contracts with companies in the State of California within the last three years.

Reference #1
Name of Company:
Contact Person:
Address:
Telephone Number:
Description of Service:
Contract Price:
Contract Dates:
<u>Reference #2</u>
Name of Company:
Contact Person:
Address:
Telephone Number:
Description of Service:
Contract Price:
Contract Dates:

Reference #3
Name of Company:
Contact Person:
Address:
Telephone Number:
Description of Service:
Contract Price:
Contract Dates:
Reference #4
Name of Company:
Contact Person:
Address:
Telephone Number:
Description of Service:
Contract Price:
Contract Dates: