

**PALM DESERT HOUSING AUTHORITY
MAINTENANCE SERVICES AGREEMENT**

1. Parties and Date. This Agreement is made and entered into this **12th** day of **June, 2025**, by and between the Palm Desert Housing Authority, a Public Body, Corporate and Politic, a political subdivision organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, ("Authority") and **Fred Rock Pools, Inc., a Corporation**, with its principal place of business at **68090 Bella Vista Rd, Cathedral City, CA 92235** ("Vendor"). The Authority and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the Authority on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing maintenance services to public clients, that it and its subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Authority. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Authority. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

The Authority is in need of services for the following project:

Commercial Pool and Spa Maintenance and Repair Project
hereinafter referred to as "the Project").

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the Authority all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2025, to June 30, 2027**, unless earlier terminated as provided herein. The Authority shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than 3 additional one-year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods, and details of performing the Services subject to the requirements of this

Agreement. The Authority retains Contractor on an independent contractor basis and not as an employee. Any personnel performing the Services under this Agreement on behalf of Contractor shall not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services in a prompt and timely manner in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. Upon request of Authority, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of Authority.

3.2.4 Authority's Representative. The Authority hereby designates **Jessica Gonzales, Housing Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("Authority's Representative"). Authority's Representative shall have the power to act on behalf of the Authority for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the Authority's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **Alfredo Esparza, President**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with Authority staff in the performance of Services and shall be available to Authority's staff, consultants, and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees, and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City of Palm Desert Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Contractor shall perform, at its own cost and expense and without reimbursement from the Authority, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by

the Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Five Hundred and 00/100 Dollars (\$500.00)** per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the Authority. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the Authority to terminate the Agreement for cause. The Authority is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with.

3.2.10.1 Employment Eligibility; Contractor. Contractor certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Contractor certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.3 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.4 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.5 Water Quality Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor to penalties, fines, or additional regulatory requirements.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Contractor's indemnification of Authority, and prior to commencement of the Services, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to Authority.

(A) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each

accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Umbrella or Excess Liability Insurance. Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (a) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (b) Pay on behalf of wording as opposed to reimbursement;
- (c) Concurrency of effective dates with primary policies; and
- (d) Policies shall "follow form" to the underlying primary policies.
- (e) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(D) Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to Authority, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

(E) Fidelity Coverage. RESERVED

(F) Cyber Liability Insurance. RESERVED

G) Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the Authority providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations". The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

3.2.11.2 Other Provisions and Requirements.

(A) Proof of Insurance. Contractor shall provide certificates of insurance to Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Authority's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Authority at all times during the term of this

contract. The Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees, or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) Authority's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, Authority has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by Authority will be promptly reimbursed by Contractor, or Authority will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Authority may cancel this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(G) Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Contractor of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits

maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

(I) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide Authority with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Authority and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to Authority for review.

(N) Authority's Right to Revise Specifications. The Authority or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in cost to the Contractor, the Authority and Contractor may renegotiate Contractor's compensation. If the Authority reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the Authority. The Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the Authority.

(P) Timely Notice of Claims. Contractor shall give the Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by Authority in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Authority concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until it has been received and approved by the Authority.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by Authority in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Authority concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until it has been received and approved by the Authority.

3.2.13.3 Bond Provisions. Should, in Authority's sole opinion, any bond become insufficient, or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within ten (10) days of receiving notice from Authority. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Authority, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the Authority. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the Authority, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Authority. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the Authority may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and

satisfactory to the Authority. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Authority.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.15 Work Sites.

3.2.15.1 Inspection of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies, or omissions discovered shall be reported to the Authority immediately and prior to performing any Services or altering the condition.

3.2.15.3 Hazardous Materials and Differing Conditions. Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substances and hazardous materials as defined in California state or federal law at the site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the Authority in writing. The Authority shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes, and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the Authority and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by Authority.

3.2.17 Warranty. Contractor warrants all Services under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10)

days after being notified in writing by the Authority of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Authority in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the Authority may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Authority, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Authority by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Authority. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the Authority, the Authority shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Authority for any expenses incurred hereunder upon demand.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred Ninety One Thousand Two Hundred and Forty and 00/100 Dollars (\$191,240.00)** without written approval of the Authority Board or Executive Director, as applicable. The City may request additional work at rates and manner as set forth in this Agreement on an as needed basis as specified in Section 3.3.2. Contractor shall not perform Extra Work, shall not presume extra work will be guaranteed, nor be compensated for Extra Work without written authorization from the City. Work performed as Extra Work shall not exceed the annual amount of **Sixty Thousand and 00/100 Dollars (\$60,000.00)**. Contractor shall not be reimbursed for any expenses unless authorized by the Authority Board or Executive Director, as applicable.

3.3.2 Payment of Compensation. Contractor shall submit to Authority monthly invoices which provides a detailed description of the Services and hours rendered by Contractor. Authority shall, within thirty (30) days of receiving such statement, review the statement and pay all non-disputed and approved charges. Contractor shall submit its final invoice to Authority within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Contractor to submit a timely invoice shall constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Contractor. The making of final payment shall not constitute a waiver of any claims by the Authority for any reason whatsoever.

3.3.2.1 Retainer. (Reserved)

3.3.3 Deductions. Authority may deduct or withhold, as applicable, from each progress payment an amount necessary to protect Authority from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the Authority, incurred by the Authority for which Contractor is liable under the Agreement; and (4) any other sums which the Authority is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Authority to deduct any of these sums from a progress payment shall not constitute a waiver of the Authority's right to such sums.

3.3.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by Authority.

3.3.5 Extra Work. At any time during the term of this Agreement, Authority may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by Authority to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from Authority's Representative.

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Authority shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify, and hold the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the Authority. Contractor shall defend, indemnify, and hold the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. Authority may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to Authority, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, Authority may require Contractor to provide all finished or unfinished information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: Fred Rock Pools, Inc.
P.O Box 1266
Cathedral City, CA 92235
ATTN: **Alfredo Esparza, President**

Authority: Palm Desert Housing Authority
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: **Jessica Gonzales, Housing Manager**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses except such Claims caused by the sole or active negligence or willful misconduct of the Authority.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of Authority's choosing and at Contractor's own cost, expense, and risk, any and all Claims covered by this section that may be brought or instituted against the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Contractor shall also reimburse Authority for the cost of any settlement paid by the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for Authority's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Contractor, the Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Authority. Such Government Code claims, and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the Authority.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 Authority's Right to Employ Other Contractors. Authority reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Authority. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to the Authority include its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of Authority, during the term of his or her service with Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO MAINTENANCE SERVICES AGREEMENT
BY AND BETWEEN THE PALM DESERT HOUSING AUTHORITY
AND FRED ROCK POOLS, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

PALM DESERT HOUSING AUTHORITY

**FRED ROCK POOLS INC. , A
CORPORATION**

By: _____

Chris Escobedo
Interim Executive Director

By: _____

Alfredo Esparza
President

Attest:

By: _____

Anthony J. Mejia
Secretary

By: _____

Maggie Rojo
Secretary

CSLB 924163 C-53

Contractor's License Number and
Classification

Approved as to form:

2000007385

DIR Registration Number *(if applicable)*

By: _____

Isra Shah
Best Best & Krieger LLP
Special Counsel

Clerks QC: _____

Contracts QC: _____

Insurance:

Initial Review

Final Review

Bonds

EXHIBIT "A"

SCOPE OF SERVICES

ROUTINE MAINTENANCE SERVICES

DAILY MAINTENANCE

Perform **daily** and year-round service of all pools and spas at the properties as required by Riverside County Health Department Standards and any other governing entity. NO EXCEPTIONS.

Daily services include, but not limited to:

- Clean and chemical balance bodies of water
- Check and adjust chlorine, pH, and other chemical levels as required to maintain water quality.
- Skim, vacuum, brush, and empty baskets of all pools and spas.
- Remove debris caused by all maintenance activities on the same working day that such debris is accumulated.
- Inspect and maintain detailed records/logs on all pools, spas, and equipment including detailed logs of chemical levels and work performed each day.
- Ensure compliance with Riverside County Environmental Health Department Standards, California Department of Public Health, and any other health regulations regarding pool safety and water quality.
- Furnish all pool chemicals related to daily operations of the Authority pools and spas.
- Maintain and adjust chemical controllers to include calibration and standardization; automatic pool leveling equipment, including valves, floating weirs and skimmer checks.
- **On-site storage of chemicals is prohibited;** except as required to be kept on site by a health and/or safety regulatory body. Documentation must be presented to validate a request to store chemicals on site.
- A log of every service, including date and time, along with repair made shall be submitted to property management *weekly*.

PREVENTATIVE EQUIPMENT MAINTENANCE

- Inspect and perform maintenance of pool pumps, filters, heaters, mechanical, electrical and related equipment.
- Log and bring to the attention of the Authority of identified potential issues.
- Lubricate moving parts, replace seals, and clean filters as needed.

- Communicate with the Authority and property management regarding the conditions of all pools, spas, and equipment by providing a **monthly** report.

EQUIPMENT ROOM INSPECTION AND MAINTENANCE

- The contractor shall keep the equipment rooms at each property clean and tidy manner.
- If repairs to the equipment room are recommended, such recommendation must be made to the Authority and property management.

CHEMICALS

- **On-site storage of chemicals is strictly prohibited;** except as required to be on-site by a health and/or safety regulatory body. Documentation must be presented to validate a request to store chemicals on site.
- Handling of pool and spa chemicals must comply with the guidelines set forth by the California Division of Occupational Safety and Health (Cal/OSHA) and other safety regulatory bodies.

REPAIRS AND ADDITIONAL SERVICES

REPAIRS

Repairs outside of preventative maintenance is outside of the daily maintenance required and described above.

- Written estimates shall be submitted for approval prior to the purchase of parts and/or installation thereof.
- Estimates shall be detailed and include a minimum of the following: property name, pool/spa identification number, part number, cost per unit, warranty information, and prevailing wage statement.
- All repairs, including the replacement of damaged and malfunctioning components of equipment such as pumps, motors, lighting, control systems, as well as replacement of filters are outside of the regular maintenance agreement and are considered Additional Services.
- Additional service is a separate item from normal contractual duties. The contractor is expected to complete the daily maintenance duties and extra work shall not interfere with nor delay these duties.

REPAIR LOGGING AND DOCUMENTATION

- Maintain a comprehensive log of all repairs conducted, including date, time, nature of the issue, actions taken, and parts replaced.
- Submit monthly repair reports to property management detailing all maintenance and repair activities.

- Ensure that all repair logs are accessible to the Authority and property management upon request for review and audit purposes.

WARRANTY MANAGEMENT

- Provide documentation of all warranties for parts and labor associated with repairs.
- Manage warranty claims on behalf of the Authority, ensuring timely resolution and replacement of faulty components.
- Maintain a record of all warranty information and provide updates to the Authority as warranties expire or are renewed.

EMERGENCY RESPONSE

- An emergency that is causing a hazard to the public or property must be responded to within two (2) hours. Failure to do so may result in monetary deductions from the monthly billing.
- Provide emergency repair services with a response time of 2 hours for issues posing immediate safety hazards or significant operational disruptions.
- Establish a 24/7 emergency contact protocol.
- Emergency response work should be limited to the level required to mitigate an emergency and further repairs should be completed during normal working hours.
- Emergency response is a separate item from normal contractual duties and is considered an additional service. The contractor is expected to complete the daily maintenance duties and responding to an emergency shall not interfere with nor delay these duties.

PAYMENT FOR ADDITIONAL SERVICES

- Additional Services will be billed according to the Extra Work Pricing Schedule provided and submitted as part of the Firm's RFP response.
- Materials will be reimbursed at the rate of cost plus 15%.
- Response to emergency service shall be paid at the contract rate for extra work.

EXHIBIT “B”

SCHEDULE OF SERVICES

The term of this Agreement shall be from July 1, 2025, to June 30, 2027, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three (3) additional one-year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services

EXHIBIT "C"

COMPENSATION

The total annual compensation shall not exceed **One Hundred Sixty Three Thousand Nine Hundred Sixty Eight and 00/100 Dollars (\$191,240.00)** per fiscal year and may only be adjusted for Consumer Price Index for all Urban Consumers (CPI-U) for the Riverside-San Bernardino-Ontario, CA Region rate for the 12-month period ending May, with written approval from the Housing Authority Board or Executive Director following FY 2027-28, as applicable and if budget allows. Payment and Performance Bonds apply and will follow.

PRICE TABLES

DAILY MAINTENANCE COST PROPOSAL

The undersigned, hereby declare that they have carefully examined the location of the proposed work, familiarized themselves with the local conditions affecting the cost of the work, and have read and examined the terms and conditions for the following project: "COMMERCIAL POOL AND SPA MAINTENANCE AND REPAIR SERVICE AT APARTMENT COMPLEXES" The undersigned, hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project in strict accordance with the Vendor Price Quote. It is understood that the price shown herein includes all routine and daily maintenance described in the Scope of Services of the RFP and shall be inclusive of all costs for the Proposer to accomplish the work. For each item, the averaged one-month maintenance cost shall be indicated, and the total of these costs shall be extended for the two-year term of the Agreement:

YEARLY COST PROPOSAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	California Villas 77-107 California Drive (1) Swimming Pool	1	Year	\$11,400.00	\$11,400.00
2	California Villas 77-107 California Drive (1) Spa	1	Year	\$3,600.00	\$3,600.00
3	Candle Wood 74000 Shadow Mountain Drive (1) Swimming Pool	1	Year	\$8,760.00	\$8,760.00
4	Candle Wood 74000 Shadow Mountain Drive (1) Spa	1	Year	\$3,600.00	\$3,600.00
5	Carlos Ortega Villas 77-915 Avenue of the States (1) Swimming Pool	1	Year	\$8,760.00	\$8,760.00
6	Catalina Gardens 73-600A Catalina Way (1) Swimming Pool	1	Year	\$8,760.00	\$8,760.00
7	Desert Pointe 43-805 Monterey Avenue (1) Swimming Pool	1	Year	\$8,760.00	\$8,760.00
8	Laguna Palms 73875 Santa Rosa Way (1) Swimming Pool	1	Year	\$8,760.00	\$8,760.00
9	Las Serenas 73-315 Country Club Drive (3) Swimming Pools	1	Year	\$34,200.00	\$34,200.00
10	Las Sernas 73-315 Country Club Drive (1) Spa	1	Year	\$3,600.00	\$3,600.00
11	Neighbors 73-535 Santa Rosa Way (1) Swimming Pool	1	Year	\$8,760.00	\$8,760.00
12	One Quail Place 72-600 Fred Waring Drive (4) Swimming Pools	1	Year	\$50,760.00	\$50,760.00
13	One Quail Place 72-600 Fred Waring Drive (4) Spas	1	Year	\$14,000.00	\$14,000.00
14	Taos Palms 44-830 Las Palmas Avenue (1) Swimming Pool	1	Year	\$8,760.00	\$8,760.00
15	The Pueblos 73-695 Santa Rosa Way (1) Swimming Pool	1	Year	\$8,760.00	\$8,760.00
TOTAL					\$191,240.00

Contract No. _____

ADDITIONAL SERVICES COST PROPOSAL

Extra/Additional Work and/or Emergency Responses are subject to Authority authorization. Written estimates shall be submitted for approval prior to the purchase of parts and/or installation thereof. Provide hourly costs associated with the types of services listed that are outside of the scope of daily maintenance:

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Response to emergency call out within 2 hours of notification	1	Hourly	\$150.00	\$150.00
2	Emergency Equipment Repairs (safety hazard resulting from callout)	1	Hourly	\$100.00	\$100.00
3	Equipment Repairs Outside of Daily Maintenance	1	Hourly	\$100.00	\$100.00
4	Extra work not pertaining to normal maintenance service.	1	Hourly	\$100.00	\$100.00
5	Other extra work outside of routine maintenance	1	Hourly	\$100.00	\$100.00
TOTAL					\$550.00

Exhibit "C"

EXHIBIT “D”

REQUEST FOR PROPOSAL PUBLISHED MARCH 21, 2025

REQUEST FOR PROPOSAL

2025-RFP-170

COMMERCIAL POOL AND SPA MAINTENANCE AND REPAIR
SERVICE AT APARTMENT COMPLEXES



City of Palm Desert

73-510 Fred Waring Drive

Palm Desert, CA 92260

RELEASE DATE: March 21, 2025

DEADLINE FOR QUESTIONS: April 14, 2025

RESPONSE DEADLINE: April 24, 2025, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/cityofpalmdesert>

City of Palm Desert
REQUEST FOR PROPOSAL
Commercial Pool and Spa Maintenance and Repair Service at Apartment
Complexes

I.	Background and Introduction
II.	Notice Inviting Proposals
III.	Scope of Services
IV.	Requests for Clarification
V.	Content and Format of Proposal.....
VI.	Selection Process
VII.	Evaluation Criteria
VIII.	Submittal Requirements
IX.	General Conditions
X.	Protests.....

Attachments:

- A - List of Properites with Pools and Spas
- B - Cost Proposal
- C - Draft Maintenance Services Agreement
- D - Draft Payment and Performance Bonds

Request For Proposal #2025-RFP-170

Title: Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes

1. Background and Introduction

1.1. Summary

The Palm Desert Housing Authority ("Authority") is requesting proposals from qualified firms ("Proposers") for Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes ("Services") to establish a two year Maintenance Services Agreement ("Agreement") with an option to renew for three additional years. The agreement would become effective July 1, 2025.

To serve and promote the welfare of its residents, the Authority intends to procure the Services, as described below:

The Authority is requesting proposals to provide: Pool and Spa Maintenance and Repair Services for several of the Authority affordable residential properties ("Properties") throughout the City of Palm Desert. A list of pools and spas are described in Attachment A. The successful Proposer shall provide all necessary management, supervision, labor, training, parts, tools, equipment, materials, vehicles, and supplies required to provide the Services as defined in the RFP and consistent with generally accepted practices. The successful Proposer must possess the necessary contractor license, C-53 Swimming Pool Contractor, to perform the Services at the time of award. Proposers must examine the sites and become acquainted with all conditions affecting the work and Services required. In submitting a proposal, Proposers warrant that they have made such site examination as they deem necessary to determine the condition of the site, its accessibility to material, workmen and equipment, and to determine the proposer's ability to protect existing surface and subsurface improvements. Site examinations will be coordinated with property management. Property managers are Falkenberg Gilliam Associates (FGA) and can be reached at (760) 674-1139...

1.2. Background

The City Council of the City of Palm Desert ("City Council") has determined that there is a need for a housing authority within City limits. Consequently, the Authority was established. The Authority is a public agency functioning as a separate legal entity from the City of Palm Desert ("City") whose objective is to serve and promote the welfare of its residents. The members of the City Council constitutes the governing body of the Authority, which is known as the "Authority Board". The Authority Board meets every second and fourth Thursdays of the month at Palm Desert City Hall, which is located at 73-510 Fred Waring Drive.

The Authority owns 15 affordable housing properties in the City of Palm Desert which amounts to 1,114 units. The properties are managed by a contracted property management group which is responsible for the day-to-day operations of the properties.

The City is a charter city in the State of California and was incorporated in 1973. The City is a thriving community of approximately 50,000 full-time and 32,000 seasonal residents. It is located in the Coachella Valley in eastern Riverside County, the City is part of the low desert region of Southern California. The City features big-city resources in a friendly, small-town setting, offering first class educational opportunities, as well as safe and clean streets, in addition to plentiful shopping and community events. Palm Desert is considered the geographical, educational and retail center of the Coachella Valley.

Request For Proposal #2025-RFP-170

Title: Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes

1.3. Contact Information

Project Contact:

Celina Cabrera

Management Analyst

Email: ccabrera@cityofpalmdesert.org

Phone: [\(760\) 776-6449](tel:(760)776-6449)

Procurement Contact:

John Ramont

Deputy Director, Finance

Email: jramont@cityofpalmdesert.org

Phone: [\(760\) 776-6308](tel:(760)776-6308)

Department:

Finance Department

1.4. Timeline

The above scheduled dates are tentative and Authority retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind Authority to award a contract for the Services and Authority retains the sole discretion to cancel or modify any part of or all of this RFP at any time.

Release of Request for Proposal	March 21, 2025
Pre-Proposal Meeting (Non-Mandatory)	April 8, 2025, 11:30am Palm Desert City Hall, Administrative Conference Room, 73-510 Fred Waring Drive, Palm Desert CA 92260
Last Day to Submit Questions for Clarification	April 14, 2025, 3:00pm
Clarifications Issued by City on or before	April 17, 2025, 5:00pm
Deadline for Receipt of Proposals submitted on or before	April 24, 2025, 4:00pm

2. Notice Inviting Proposals

2.1. NOTICE

RFP No.: 2025-RFP-170

Request For Proposal #2025-RFP-170

Title: Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes

Project Title: Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes

Project No. (if applicable): N/A

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received by the Palm Desert Housing Authority ("Authority") electronically through the City of Palm Desert's ("City") online bid management provider ("OpenGov Procurement"), until 4:00 pm, Thursday, April 24, 2025. Proposals may not be submitted by fax, email, telephone, mail, hand delivery, or other means; any proposals received through any means other than OpenGov Procurement will be returned to the proposer unopened.

The Authority is requesting proposals to provide: The Palm Desert Housing Authority requires daily service at our affordable residential apartment complexes.

The award of this contract is subject to available budget adequate to carry out the provisions of the proposed Agreement including the identified scope of work. The Authority reserves the right to reject any or all proposals determined not to be in the best interest of the Authority.

The Palm Desert Housing Authority is committed to inclusion and diversity and welcomes proposals and bids from contractors, consultants, and vendors of all faiths, creeds, ancestries, and ethnicities without regard to disability, gender identity, sexual orientation, or immigration status. The Authority condemns and will not tolerate prejudice, racism, bigotry, hatred, bullying, or violence towards any group within or outside of our community.

2.2. SCOPE OF SERVICES

The Services sought under this Request for Proposals ("RFP") are set forth in more detail in the Scope of Services Section, incorporated herein by this reference. Notwithstanding the inclusion of such Services in the Scope of Services Section, the final scope of Services negotiated between Authority and the successful Proposer shall be set forth in the Professional Services Agreement ("Agreement") executed by and between Authority and the successful Proposer. A copy of the Agreement is attached and incorporated herein by this reference.

2.3. PREVAILING WAGE

- A. Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing at sections 1720 et seq. and 1770 et seq. If applicable, employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the California Department of Industrial Relations. Copies of the State of California wage schedules are available for review at www.dir.ca.gov/dlsr/. In addition, a copy of the prevailing rate of per diem wages will be made available at the Finance Department upon request. The successful proposer shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the proposer to whom the contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Request For Proposal #2025-RFP-170

Title: Commercial Pool and Spa Maintenance and Repair Service at Apartment Complexes

- B. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations ("DIR"). No proposal will be accepted, nor any contract entered into without proof of the proposer's and subcontractors' current registration with the DIR to perform public work. If awarded a contract, the proposer and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. The contract awarded pursuant to this proposal may also be subject to compliance monitoring and enforcement by the DIR.

2.4. REGISTRATION

Interested proposers may register as vendors and download the Request for Proposals ("RFP"). To register, visit the City's electronic bidding website, [OpenGov Procurement](#), and proceed to "Subscribe" as a vendor with the Authority to receive new project notifications. Interested proposers may "Follow" the RFP to view and/or download the RFP details, receive addenda alerts and notices, and draft and submit a response.

2.5. PRE-PROPOSAL MEETING

For this RFP, there is no pre-proposal meeting.

3. Scope of Services

3.1. ROUTINE MAINTENANCE SERVICES

DAILY MAINTENANCE

Perform daily and year-round service of all pools and spas at the properties as required by Riverside County Health Department Standards and any other governing entity. NO EXCEPTIONS.

Daily services include, but not limited to:

- Clean and chemical balance bodies of water
- Check and adjust chlorine, pH, and other chemical levels as required to maintain water quality.
- Skim, vacuum, brush, and empty baskets of all pools and spas.
- Remove debris caused by all maintenance activities on the same working day that such debris is accumulated.
- Inspect and maintain detailed records/logs on all pools, spas, and equipment including detailed logs of chemical levels and work performed each day.

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- Ensure compliance with Riverside County Environmental Health Department Standards, California Department of Public Health, and any other health regulations regarding pool safety and water quality.
- Furnish all pool chemicals related to daily operations of the Authority pools and spas.
- Maintain and adjust chemical controllers to include calibration and standardization; automatic pool leveling equipment, including valves, floating weirs and skimmer checks.
- **On-site storage of chemicals is prohibited;** except as required to be kept on site by a health and/or safety regulatory body. Documentation must be presented to validate a request to store chemicals on site.
- A log of every service, including date and time, along with repair made shall be submitted to property management *weekly*.

PREVENTATIVE EQUIPMENT MAINTENANCE

- Inspect and perform maintenance of pool pumps, filters, heaters, mechanical, electrical and related equipment.
- Log and bring to the attention of the Authority of identified potential issues.
- Lubricate moving parts, replace seals, and clean filters as needed.
- Communicate with the Authority and property management regarding the conditions of all pools, spas, and equipment by providing a ***monthly*** report.

EQUIPMENT ROOM INSPECTION AND MAINTENANCE

- The contractor shall keep the equipment rooms at each property clean and tidy manner.
- If repairs to the equipment room are recommended, such recommendation must be made to the Authority and property management.

CHEMICALS

- **On-site storage of chemicals is strictly prohibited;** except as required to be on-site by a health and/or safety regulatory body. Documentation must be presented to validate a request to store chemicals on site.
- Handling of pool and spa chemicals must comply with the guidelines set forth by the California Division of Occupational Safety and Health (Cal/OSHA) and other safety regulatory bodies.

3.2. REPAIRS AND ADDITIONAL SERVICES

REPAIRS

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Repairs outside of preventative maintenance is outside of the daily maintenance required and described above.

- Written estimates shall be submitted for approval prior to the purchase of parts and/or installation thereof.
- Estimates shall be detailed and include a minimum of the following: property name, pool/spa identification number, part number, cost per unit, warranty information, and prevailing wage statement.
- All repairs, including the replacement of damaged and malfunctioning components of equipment such as pumps, motors, lighting, control systems, as well as replacement of filters are outside of the regular maintenance agreement and are considered Additional Services.
- Additional service is a separate item from normal contractual duties. The contractor is expected to complete the daily maintenance duties and extra work shall not interfere with nor delay these duties.

REPAIR LOGGING AND DOCUMENTATION

- Maintain a comprehensive log of all repairs conducted, including date, time, nature of the issue, actions taken, and parts replaced.
- Submit monthly repair reports to property management detailing all maintenance and repair activities.
- Ensure that all repair logs are accessible to the Authority and property management upon request for review and audit purposes.

WARRANTY MANAGEMENT

- Provide documentation of all warranties for parts and labor associated with repairs.
- Manage warranty claims on behalf of the Authority, ensuring timely resolution and replacement of faulty components.
- Maintain a record of all warranty information and provide updates to the Authority as warranties expire or are renewed.

EMERGENCY RESPONSE

- An emergency that is causing a hazard to the public or property must be responded to within two (2) hours. Failure to do so may result in monetary deductions from the monthly billing.
- Provide emergency repair services with a response time of 2 hours for issues posing immediate safety hazards or significant operational disruptions.

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- Establish a 24/7 emergency contact protocol.
- Emergency response work should be limited to the level required to mitigate an emergency and further repairs should be completed during normal working hours.
- Emergency response is a separate item from normal contractual duties and is considered an additional service. The contractor is expected to complete the daily maintenance duties and responding to an emergency shall not interfere with nor delay these duties.

PAYMENT FOR ADDITIONAL SERVICES

- Additional Services will be billed according to the Extra Work Pricing Schedule provided and submitted as part of the Firm's RFP response.
- Materials will be reimbursed at the rate of cost plus 15%.
- Response to emergency service shall be paid at the contract rate for extra work.

3.3. PRE-CONTRACT INSPECTIONS

The Contractor is expected to:

- Examine the sites and become acquainted with all conditions affecting the work. In submitting a Proposal.
- Proposers warrant that they have made site examination as they deem necessary to determine the condition of the site, its accessibility to materials, equipment, and to determine the proposer's ability to protect existing surface and subsurface improvements.
- Prior to the commencement of the contract, the Contractor will perform mandatory acceptance walk-through inspection of the pool areas and equipment rooms with property management.
- Pool, spa, and equipment rooms shall be inspected and properly documented as to their equipment health and status.
- Deficiencies and items requiring immediate attention shall be identified and reported to the Authority and property management within the first 30 days of the contract initiation.
- Estimates for immediate correction shall be submitted promptly for approval and for immediate correction upon contract commencement.
- Costs for immediate correction, reported in the first 30 days, are outside of the daily maintenance and additional services contracted amount.
- All inspections, identified deficiencies, and estimates for repair are required in the first 30 days of the commencement of the contract. After 30 days, the pool, spa, and equipment rooms are the responsibility of the Contractor.

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3.4. COMPANY QUALIFICATIONS

Proposals shall be considered from responsible organizations or individuals engaged in the performance of Pool and Spa Maintenance and Repair. The contract will be awarded only to a responsible Contractor which shall meet the minimum of the following standards:

- The company shall have a minimum of five (5) years of experience in commercial pool and spa, maintenance and repair; workers shall have a minimum of two (2) years of experience.
- Possess all necessary licenses, certifications, and insurance coverage required by the State of California, the County of Riverside, and the City of Palm Desert.
- Demonstrated knowledge of local, state, county, and federal regulations related to pool safety and maintenance.
- Be knowledgeable of principles, standard practices, methods, tools, materials, and techniques required and the ability to maintain and repair commercial swimming pool filtration systems, chemical pumps & control systems, heaters and other related equipment and structures.
- Firms must demonstrate they have the skills and capability necessary to understand methods and techniques of water sterilization, chlorination, and pH balancing, occupational hazards and standard safety practices.
- Have the knowledge and skills necessary to safely use hazardous chemicals; maintain, repair and diagnose problems relating to the pools at the Properties.
- Provide appropriate equipment and labor for the execution of all maintenance activities. The Authority reserves the right to inspect and/or approve any equipment used in this contract. If the Authority deems the equipment to be in disrepair or inappropriate to the task at hand, the Authority may require that the equipment be removed from the job site and replaced with a different piece of equipment.
- Provide personnel fully trained and certified in all phases of pool and water feature maintenance and chemical acquisition activities for the Authority Properties.
- Provide personnel capable of effective verbal communication with the Authority representatives. If the Authority deems personnel to be inadequate to accomplish the task at hand, the Authority may require that the personnel be removed from the job site and replaced with personnel demonstrating the appropriate level of job knowledge, skills, and verbal communication to effectively accomplish the Services.
- Perform preventive maintenance and repairs of all aspects of the Authority pools, spas, and equipment ensures that repairs comply with applicable manufacturer's specifications and procedures.
- Strong reputation for quality service, with references.

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- Ability to provide daily maintenance services, including staffing and logistical capabilities to meet this requirement.
- Proven experience in managing repair logs and warranty information for commercial properties.
- Be able to comply with the required performance schedule.
- Have a satisfactory record of contractual performance.
- Be qualified and eligible to receive an award to deliver chemicals under all applicable laws and regulations, and licensing requirements.
- Proposer is not allowed to subcontract these Services.

3.5. LICENSE AND CERTIFICATION REQUIREMENTS

At the time that the proposal is submitted, Firm shall possess and maintain current and valid, at the Firm's own expense, the following:

- C – 53 Pool Contractor license
- City of Palm Desert Business License.
- Department of Industrial Relations registered.
- Any other permits and licenses required to comply with the city, county, state or federal laws for the work activities performed, including the use of chemicals.

4. Requests for Clarification

All questions, requests for interpretations or clarifications, either administrative or technical must be requested in writing VIA THE "Q&A" tab through the Authority's online bid management provider ("[OpenGov-Procurement](#)").

All written questions, if answered, will be answered in writing, conveyed to all interested firms, and posted through [OpenGov-Procurement](#). Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 3:00 pm (local time) on Monday, April 14, 2025.

5. Content and Format of Proposal

5.1. Proposal (WITHOUT COST)*

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

A. Cover Letter

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1. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

B. Experience and Technical Competence

1. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.
2. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.

C. Firm Staffing and Key Personnel

1. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
2. **Key Personnel:** Identify key persons that will be principally responsible for working with the Authority. Indicate the role and responsibility of each individual.
3. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
4. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

D. Proposed Method to Accomplish the Work

1. Describe the technical and management approach to providing the Services to the Authority. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the Authority's attention within the discussion of its proposed method to accomplish the work.

*Response required

5.2. Fee Proposal*

Please provide a lump-sum, not-to-exceed fee proposal for the scope of Services. The fee proposal shall include hourly rates for all personnel for "Additional Work" (as such term is defined in the proposed Agreement attached herein).

*Response required

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5.3. Non-Collusion Declaration*

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ Please confirm

*Response required

5.4. Enter your California Department of Industrial Relations (DIR) Registration number*

Please enter your Public Works Contractor DIR Number. This will be verified against the state database.

*Response required

5.5. Type of Business*

- ☐ C Corporation (if corporation, two signatures are required)
- ☐ S Corporation (if corporation, two signatures are required)
- ☐ Limited Liability C Corporation (if corporation, two signatures are required)
- ☐ Partnership
- ☐ Limited Liability Partnership
- ☐ Sole Proprietor/Individual
- ☐ Other

*Response required

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5.6. Litigation*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

*Response required

5.7. Changes to Agreement*

The Authority standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "N/A"). If you are identifying changes here **ALSO** upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect the Authority's decision to enter into an Agreement.

*Response required

5.8. No Deviations from the RFP*

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "N/A").

Maximum response length: 5000 characters

*Response required

5.9. Project Team Resumes*

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

*Response required

5.10. List the Signatory(s) Authorized to Sign and Bind an Agreement.*

(If two (2) signatures are required, include the following information for both signatories)

- A. Full Name
- B. Title
- C. Physical Business Address
- D. Email Address
- E. Phone Number

*Response required

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5.11. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.*

☐ Please confirm

*Response required

6. Selection Process

- A. During the evaluation process, the Authority reserves the right, where it may serve the Authority's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions.
- B. It is the Authority's intent to select a Proposer best evidencing demonstrated competence and professional qualification to perform the Services. The Authority reserves the right to reject all proposals, select by proposal review only or interview as needed. Certain Proposers may be selected to make a brief presentation and oral interview after which a final selection will be made. The successful Proposer will be selected on the basis of information provided in the RFP, in-person presentations, and the results of the Authority's research and investigation. Upon selection of a Proposer, the Authority will endeavor to negotiate a mutually agreeable Maintenance Services Agreement with the selected Proposer. In the event that the Authority is unable to reach Agreement, the Authority will proceed, at its sole discretion, to negotiate with the next Proposer selected by the Authority. The Authority reserves the right to contract for services in the manner that most benefits the Authority including awarding more than one contract if desired.
- C. After negotiating a proposed Agreement that is fair and reasonable, Authority staff will make the final recommendation to the Authority Board concerning the proposed Agreement. The Authority Board has the final authority to approve or reject the Agreement.

7. Evaluation Criteria

The Authority will evaluate proposals based on the following criteria:

7.1. Phase 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Clarity and conformance of proposal to the RFP	0-5 Points	15 (18.8% of Total)
2.	Work Plan and Demonstrated Understanding of Scope	0-5 Points	25 (31.3% of Total)
3.	Proposer's experience and performance	0-5 Points	20 (25% of Total)

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4.	Cost Proposal for Regular Maintenance	0-5 Points	20 (25% of Total)
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7.2. Phase 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Cost Proposal for Additional Services	0-5 Points	20 (100% of Total)

8. Submittal Requirements

8.1. General

It is strongly recommended that the Proposer submit proposals in the format identified in this RFP to allow the Authority to fully evaluate and compare the proposal. All requirements and questions in the RFP should be addressed and all requested data shall be supplied. The Authority reserves the right to request additional information which, in the Authority's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the Agreement.

8.2. Preparation

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform the Services. Expensive bindings and promotional materials, etc., are not necessary or desired. However, technical literature that supports the approach to providing the Services and work plan should be forwarded as part of the proposal. Emphasis should be concentrated on completeness, approach to the work and clarity of proposal.

8.3. Site Examination

Proposers may visit the Authority and its physical facilities to determine the local conditions which may in any way affect the performance of the work; familiarize themselves with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the work; make such investigations, as it may deem necessary for performance of the Services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.

8.4. Authorization

The proposal shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Proposer.

8.5. Confidentiality of Proposal

Proposals submitted in response to this RFP shall be held confidential by Authority and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 et seq.) until after either Authority and the successful Proposer have completed negotiations and entered into an

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Agreement or Authority has rejected all proposals. All correspondence with the Authority including responses to this RFP will become the exclusive property of the Authority and will become public records under the California Public Records Act. The Authority will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary" ("Proprietary Information"), the Authority will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Proposer shall have five (5) working days after receipt of such notice to give Authority written notice of Proposer's objection to the Authority's release of Proprietary Information. Proposer shall indemnify, defend and hold harmless the Authority, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information.

Proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this RFP.

8.6. Submittal Instructions

The proposal must be received no later than 4:00 pm, on or before Thursday, April 24, 2025 through the City's electronic bidding system, OpenGov Procurement. It is solely the responsibility of Proposer to see that its proposal is properly submitted in [#Content and Format of Proposal](#) in proper form and prior to the stated closing time. The City's electronic bidding system will not accept late proposals. The Authority will only consider proposals that have transmitted successfully and have been sent an email with a time stamp from the City's electronic bidding system indicating that the proposal was submitted successfully. Proposers shall be solely responsible for informing themselves with respect to the proper utilization of the City's electronic bidding system, ensuring the capability of their computer system to upload the required documents, and the stability of their internet service. Failure of the Proposer to successfully submit an electronic proposal shall be at the Proposer's sole risk, and no relief will be given for late and/or improperly submitted proposals.

Proposers experiencing any technical difficulties with the proposal submission process may contact OpenGov Procurement Support using the instant help chat function (located at the bottom right of the screen while on the website) during business hours, or by emailing support@procurennow.com. Neither the Authority nor OpenGov Procurement make any guarantee as to the timely availability of assistance or assurance that any given problem will be resolved by the proposal submission date and/or time.

9. General Conditions

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9.1. Amendments to RFP

The Authority reserves the right to amend the RFP or issue to all Proposers addenda to answer questions for clarification.

9.2. Amendments to Proposals

Unless specifically requested by the Authority, no amendment, addendum or modification will be accepted after a proposal has been submitted to Authority. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the deadline stated herein for receiving proposals.

9.3. Non-Responsive Proposals

A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

9.4. Costs for Preparing

The Authority will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of the Authority. The Authority will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

9.5. Cancellation of RFP

Authority reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.

9.6. Price Validity

Prices provided by Proposers in response to this RFP are valid for 180 days from the proposal due date. The Authority intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete, and the contract is awarded.

9.7. No Commitment to Award

Issuance of this RFP and receipt of proposals does not commit the Authority to award a contract. Authority expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.

9.8. Right to Negotiate and/or Reject Proposals

Authority reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of Authority, such action shall serve its best interests and those of the tax-paying public. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets Authority's requirements.

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9.9. Non-Discrimination

The Authority does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

The Authority's commitment to diversity and inclusion can be found [here](#).

10. **Protests**

The procedures set forth in this section are mandatory and are the sole and exclusive remedy of a bidder, proposer or other vendor to dispute the award of a contract that the city solicits through a competitive process. A protest that does not comply with these procedures with these procedures may be summarily rejected and the person submitting the protest shall be deemed to have waived all rights to relief.

10.1. Protests of Solicitation Method

By submitting a bid, proposal or other application for a contract award, the bidder, proposer or other vendor shall be deemed to have waived all rights to challenge the city's method for procuring the contract or any discrepancy in the solicitation process or documents. Bidders, proposers, or vendors may submit bids, proposals or other applications under protest. Protests under this section shall be submitted in writing to the official designated to receive the bid, proposal or other application and shall contain a full summary of the factual and legal basis for the protest.

10.2. Waiver

Any person that: (1) did not directly submit a bid or proposal, (2) is not responsible or qualified to receive the contract, (3) failed to submit a responsive bid or proposal, (4) is not in line to receive the contract or is otherwise ineligible to receive the contract, (5) is otherwise not beneficially interested in the award, or (6) fails to submit a timely protest shall be deemed to have waived the right to protest the award of the contract. Any protest deemed waived will be subject to summary rejection without further consideration and the person will have no right to any relief.

10.3. Protests of Award

A bidder, proposer or other vendor applying for a city contract through a competitive process may submit a written protest of the award of the contract. The protest shall identify and explain the factual and legal grounds for the protest. Any grounds not raised in the written protest are deemed waived by the protesting bidder.

10.4. Timing of Protest of Award

Protests shall be submitted in writing to the official designated to receive the bid, proposal or other application within the following times:

- A. If of another bidder, within five (5) calendar days after the bid opening date.
- B. If the NO VALUE makes a recommendation to the City Council/Housing Authority to award a proposal or other application, then within five (5) calendar days following the issuance of the recommendation and prior to the date of the award.

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- C. If in response to a notice of intent to reject a bid, proposal or other application, then within five (5) calendar days following the issuance of the notice of intent.

10.5. Protest Review and Response

If the protest is timely and complies with the above requirements, the NO VALUE shall review the protest, any response from the challenged bidder, proposer or other vendor, and all other relevant information. The NO VALUE will provide a written decision to the protester in a reasonable amount of time. If the protest is in response to a recommendation of award to the NO VALUE then the protest will be considered concurrently with the award of the contract, and the approval authority's action is final.

10.6. Conflicts

The protest procedures contained in this section shall not apply if a particular solicitation contains a different protest procedure. This section does not limit or eliminate a claimant's obligations under the Government Claims Act, Government Code Section 900 et seq.