

# REQUEST FOR PROPOSAL

2024-RFP-140

## APPLIANCE MAINTENANCE AND REPAIR



City of Palm Desert

73-510 Fred Waring Drive

Palm Desert, CA 92260

RELEASE DATE: January 8, 2025

DEADLINE FOR QUESTIONS: January 28, 2025

RESPONSE DEADLINE: February 6, 2025, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Palm Desert  
REQUEST FOR PROPOSAL  
Appliance Maintenance and Repair

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- A - City of Palm Desert Appliances
- B - Maintenance Services Agreement
- C - Payment and Performance Bonds

## 1. Background and Introduction

### 1.1. Summary

The City of Palm Desert ("City") is requesting proposals from qualified firms ("Proposers") for Appliance Maintenance and Repair ("Services") to establish a Maintenance Services Agreement ("Agreement").

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

Provide quarterly maintenance services on all City-owned appliances, and on-call repair services as needed. Service and repairs are to be provided by a qualified and certified/licensed appliance technician. Vendor must hold an active Electronic and Appliance Repair license with the California Department of Consumer Affairs, Bureau of Household Goods and Services.

### 1.2. Background

The City is a charter city in the State of California. 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, 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, safe and clean streets, as well as plentiful shopping and community events. Palm Desert is considered the geographical, educational and retail center of the Coachella Valley.

Incorporated in 1973, the City operates under a council-manager form of government with a five-member City Council elected at large. Each council member serves a four-year term. The City Council meets on the second and fourth Thursdays of the month at Palm Desert City Hall, 73-510 Fred Waring Drive.

### 1.3. Contact Information

**Project Contact:**

**Melanie Slater**

Management Analyst

73510 Fred Waring Drive

Palm Desert, CA 92260

Email: [mslater@cityofpalmdesert.org](mailto:mslater@cityofpalmdesert.org)

Phone: [\(760\) 776-6447](tel:7607766447)

**Procurement Contact:**

**Cristal Ortega**

Management Analyst II

73510 Fred Waring Dr.

Palm Desert, CA 92260

Email: [cortega@palmdesert.gov](mailto:cortega@palmdesert.gov)

Phone: [\(760\) 776-6327](tel:7607766327)

**Department:**

PW - Operations & Maintenance

## 1.4. Timeline

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

<b>Release of Request for Proposal</b>	January 8, 2025
<b>Pre-Proposal Meeting (Non-Mandatory)</b>	January 21, 2025, 1:00pm Palm Desert City Hall Public Works Conference Room 73-510 Fred Waring Drive Palm Desert, CA 92260
<b>Last Day to Submit Questions for Clarification</b>	January 28, 2025, 5:00pm
<b>Clarifications Issued by City on or before</b>	January 31, 2025, 5:00pm
<b>Deadline for Receipt of Proposals submitted on or before</b>	February 6, 2025, 5:00pm

## 2. **Notice Inviting Proposals**

### 2.1. NOTICE

**RFP No.:** 2024-RFP-140

**Project Title:** Appliance Maintenance and Repair

**Project No. (if applicable):** MEQ00008

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received by the City of Palm Desert ("City") electronically through the City of Palm Desert's ("City") online bid management provider ("OpenGov Procurement"), until 5:00 pm, Thursday, February 6, 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 City is requesting proposals to provide: The City of Palm Desert maintains several facilities that include appliances such as water dispensers, ice machines, refrigerators, and freezers. These appliances require maintenance and intermittent repair to continue operating. The City is seeking a qualified appliance repair vendor to provide quarterly maintenance services and on-call repairs.

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 City reserves the right to reject any or all proposals determined not to be in the best interest of the City.

The City of Palm Desert 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 City 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 City and the successful Proposer shall be set forth in the Professional Services Agreement ("Agreement") executed by and between City and the successful Proposer. A copy of the Agreement is attached and incorporated herein by this reference.

## 2.3. LICENSE REQUIREMENTS

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be licensed or certified if required by the nature of the services offered throughout the time it submits its Bid and for the duration of the Contract: Electronic and Appliance Repair License - Bureau of Electronic and Appliance Repair, Home Furnishings, and Thermal Insulation

## 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 City 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

Each Proposer is requested to attend a "**mandatory**" pre-proposal meeting to be held at 1:00 pm on Tuesday, January 21, 2025, at Palm Desert City Hall Public Works Conference Room 73-510 Fred Waring Drive Palm Desert, CA 92260. Failure to attend this meeting will preclude a Proposer from submitting a proposal. Attendance at the pre-proposal meeting will ensure the Proposer understands the full scope of the Services requested.

# 3. **Scope of Services**

## 3.1. Scope of Work

This contract is for the maintenance, repair, and replacement of appliances in the City of Palm Desert.

For each of the services, the following types of activities may be included:

- Quarterly Maintenance
- Diagnostic Services
- Troubleshooting
- Repair/Replacement
- Delivery/Installation of Appliances

### 3.2. Appliance Service Contractor Responsibilities

The following responsibilities apply to the selected Appliance Service Contractor:

A. Performance:

1. The Contractor shall furnish all necessary labor, tools, equipment, materials, and supplies to perform the required services at various locations. In addition, Contractor shall be responsible for permits, landfill or dumping fees, transportation, and any other service necessary to complete the assigned work. All contractors must be licensed, bonded, and insured prior to any commencement of work.
2. Appliance work shall be performed according to a recurring quarterly maintenance schedule and on an as-needed basis, when an authorized City representative reports a malfunction to the Contractor.
3. Appliance work may also be necessary upon identifying an issue through quarterly maintenance checks.

B. Hours of Work:

1. Work shall be performed during regular business hours, which may start at 6:30 a.m. or later, and will go through 5:00 p.m., Monday through Friday, for regular (normal) calls, except emergencies.
2. Emergency work shall be performed during off business hours, which may start at 5:01 p.m., and will go through 6:29 a.m., Monday through Friday, and 24-hours on weekends for emergency calls.

C. Emergency Calls vs. Regular (Normal) Calls:

1. **Regular (Normal) Call Outs-** requires the Contractor to respond via return phone call within one to two hours from time of contact by City Representative and provide service within twenty-four hours of initial contact, to assess critical system deficiencies, equipment and repair as noted in contract or provide written estimate.
  - a. Contractor must contact requesting City department if the time response/service requested is different than expected.

2. **Emergency Call Outs-** requires the Contractor to respond via a return phone call within one to two hours from time of contact by City Representative and provide same day service (and repairs); preferably within four hours.
  - a. Contractor must contact requesting City department if the time response/service requested is different than expected.
3. Prior to major (non-emergency) repair approvals, Contractor shall provide the authorized City Representative with a written quotation/estimate, detailing parts and labor charges within twenty-four hours of request. The written quotation/estimate shall include all billable costs, labor and parts. Parts will be paid at cost + 15%.

D. Response Time/Emergencies:

1. Contractor shall contact the authorized City Representative to schedule an appointment within two business days of notification from the City. If Contractor cannot make contact within two business days, Contractor shall notify the designated City representative by the third day. Once the appointment is scheduled an email to the requestor is required to notify of time and date of appointment.
2. If the City declares the situation to be an emergency, The Contractor shall contact the authorized City Representative within twenty-four hours from the time of first notification and make every effort to complete the repair as soon as possible at no additional cost.

E. Time of Arrival and Departure:

1. The Contractor, on occasion, may be requested to provide an inspection and diagnostic review for the construction services, and will be required to complete a form furnished by the City within one business day of the inspection. The report may be emailed, faxed, or hand delivered. For these services, the Contractor utilizes the diagnostic fee regardless of the number of items that are addressed in the diagnostic report unless the diagnostic review goes over **two hours**. At this time the labor rate applies.
2. The Contractor shall submit digital photographs as follows: a) front of the property; and b) before photos of the work requested. Following completion of the work, Contractor shall also submit photos, emailed via .jpg of the actual repair and/or replacement. If an appliance replacement, photo of the model and serial number tab is required.

F. Inspection and Diagnostic Review of Residential Appliances:

1. Upon completion of the inspection and diagnostic review, the Contractor must contact the designated City staff to make recommendations and relay the cost estimate for the repairs. Upon the City's written authorization of the repair, the Contractor shall proceed with the work with a pre-approved amount. Unless there is written approval by the designated City staff, recommended repairs shall not exceed \$10,000.

2. If repair of the unit or item is not feasible, the Contractor must send a completed Diagnostic Report within one business day to the designated City staff and indicate no repairs will be made. It may be emailed, faxed, or hand delivered as agreed upon.
3. Service Call is the initial trip made by the Contractor to the location of the item in need of repair. Contractor conducts an assessment to create an estimate.

G. Work Proficiency:

1. Contractor shall be proficient in working on a variety of stoves, ranges and other name brand commercial gas/electric kitchen equipment.

H. Entrance to Property

1. Contractor shall not enter a property where children under the age of 18 are present without the presence of an adult.
  - a. Contractor shall notify the requesting City department immediately should this incident occur.

I. Safety:

1. The Contractor shall assure proper safety during the performance of the work assignment by providing for the placement of barricades, tarps, plastic, flag tape and other safety control equipment required to protect its employees, the public, surrounding environment, equipment, and vehicles. Contractor shall assure that the vehicular traffic is not impeded during the project.

J. Security of Site:

1. The Contractor and/or its employees shall comply with the following security requirements as follows:
  - a. Keep the property/facility properly locked at the end of each work day;
  - b. Do not allow unauthorized persons to enter the property/facility;
  - c. Do not allow guests, including children, in the property/facility;
  - d. Do not touch owner's property such as office equipment, desks, file drawer, cabinets; or any personal items;
  - e. Do not use the telephones, except in an emergency.
2. Failure to comply with these security requirements will be sufficient cause to forbid future work assignments or may result in termination of the contract.

K. Contractor Performance Standards and Expectations:



1. Be an example of service excellence. Provide the authorized City Representative with quality products and deliver consistent, outstanding service.
  - a. Treat all customers (including city staff) fairly, with dignity and respect; in other words, treat them as you would like to be treated.
  - b. Ensure regular customer communication. Be responsible for scheduling all work and keeping your customer and rehabilitation specialist informed of all scheduled work planned or unavoidable delays.
  - c. Listen with care and take responsibility for your actions.
  - d. Perform prompt quality workmanship on projects and any follow-up warranty service.
  - e. Exhibit professional conduct that conveys a favorable impression upon your business and the City of Phoenix.
- L. Cleaning of Site:
  1. The Contractor shall keep the premises clean of all debris generated by the work assignment and shall leave the premises neat and clean daily. Contractor shall be responsible for all surplus material, rubbish, and debris that must be disposed of at its own expense.
- M. Storage of Equipment:
  1. The Contractor shall remove or safely store on a daily basis, all materials, tools, equipment, etc. that is utilized during the progress of the project.
- N. Reports:
  1. The Contractor shall prepare a Diagnostic Report which shall include the specifications and description of the complete repair or replacement work to be performed. If Contractor fails to include specific details regarding labor and/or materials for the project in this report, Contractor is still required to complete the project as intended.
- O. Non-Allowable Activities:
  1. If Contractor leaves the work site to obtain equipment and/or parts, the time spent off site is not an allowable cost. City shall allow only one service call per location.
- P. Ground Disturbance:
  1. Contractor shall obtain prior written approval from City for any project that requires digging due to federal regulations that mandate a prior environmental assessment before digging can occur. Failure to obtain the City's written consent may result in fines and/or termination of agreement.
- Q. Specifications:

1. The Contractor shall provide specifications for all units/items to be repair/replaced. If the unit/item has not been included on the Price List, Contractor shall be required to use Builder's Grade materials. The maximum amount for repairs and/or replacement products shall be \$10,000 per request, unless a higher amount is approved by the City. If the Contractor recommends expansion of the scope of the work or recommends a different specification of product, the Contractor must obtain prior written approval from the City.
2. Systems shall be returned to manufacturer's specifications.

R. Energy Efficient Appliances:

1. The Contractor shall install appliances that include, but are not limited to, refrigerators, and/or water heaters that are designated Energy Star or meet current energy efficiency standards.

S. Ancillary Work

1. All ancillary work MUST be authorized and pre-approved by the City and shall be billed at the stated categorical labor rate plus material costs. All applicable receipts shall accompany invoices for ancillary work.

T. Warranty Documents and Warranty Work:

1. The Contractor shall give warranty documents, operational instructions, and any other special instructions of the replaced product(s) to the homeowner/occupant following completion of the project.
  - a. If requested by an authorized City representative, warranty documents, operational instructions, and any other special instructions provided to the homeowner/occupant shall also be available, at no cost to the City.
2. Contractor will obtain the authorized City Representative signature on the warranty checklist and include it when submitting the invoice.

U. Invoicing:

- a. Upon completion of services, Contractor shall submit an itemized invoice to the designated City representative within 14 days. Invoice shall include, but not be limited to: contract number, invoice number, date and line item description of work performed, and cost of labor and materials. Upon acceptance and approval of work performed, the City shall authorize payment no later than 30 days. Payment of any invoice shall not preclude the City from making claim for adjustment on any service found not to have been in accordance with the contract.

V. City Scheduled Meetings:

1. Prior to commencement of any work under this contract, Contractor may be requested to attend a post award and/or pre-construction meetings to discuss, at a minimum, but is not limited to: the description of the work, response time, required reports, City staff directions, and schedule and operational procedures.

W. Telephone Use:

1. Personal cell phone use by Contractor employees is prohibited while performing duties under this contract. Telephone calls from all types of phones are restricted to breaks and lunches. Emergency calls will be placed and received at designated City telephones only. This includes communications between Contractor Management and on site employees.

X. Lead – Based Paint:

1. Contractor must adhere to the EPA's Renovation, Repair and painting Rule (RRP Rule) and be an EPA trained and certified RRP Firm prior to award.

Y. Hazardous Materials Requirements - SDS:

1. Contractor shall provide a copy of the current Safety Data Sheet (SDS) for the product(s) offered. The SDS must include all chemical compounds present in concentrations greater than 0.1% for each product offered. The Contractor shall provide required safety and health training for the City employees on each product offered and for proper product use, storage, and disposal, when requested by the City. The Contractor further agrees to accept returned empty containers for disposal purposes, if and when requested by the City. The cost for any requested training and disposal of used containers shall be included in the bid price for the product. The Contractor shall also accept returned product that was purchased as a result of this solicitation and for which the City no longer needs the product. Returned product will be in its original containers(s), unopened and must be returned at least forty-five calendar days prior to any shelf-life expiration date noted on the product container(s).
2. All product containers provided should exhibit the Hazardous Material Identification System (HMIS) and/or the National Fire Protection Association (NFPA) labels/ratings on the containers. City reserves the right to purchase the product that in the City's opinion is the least hazardous material suitable for use in the City's operations, price notwithstanding.

Z. Warranty:

1. All equipment supplied under this contract shall be fully guaranteed by the Contractor for a minimum period of one year from the date of acceptance by the City. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the Contractor (including parts and labor) without cost to the City. Warranty work requirements shall be performed by a technician on-site with a guarantee response time of twenty-four hours for extreme emergencies that are

health and safety issues, as determined by the City, seven days a week, twenty-four hours per day. City acceptance will be determined by the date of actual installation and start-up.

2. Defects in appliances and plumbing and electrical fixtures properly installed by the Contractor should be limited to the manufacturer's warranty. These standards are subject to revision as methods of construction or materials used in construction continue to change. If there is any conflict between the workmanship standards and building code requirements, the latter should prevail.
3. City of Palm Desert Contractor expectations
  - a. A Contractor shall perform all work in a professional and workmanlike manner.
  - b. A Contractor shall perform all work under any applicable building codes and professional industry standards.
  - c. All work performed by a Contractor in a county, city, or town that has not adopted building codes or where any adopted building codes do not contain specific provisions applicable to that aspect of construction work shall be performed in accordance with professional industry standards.

#### AA. License Requirement

1. Electronic and Appliance Repair License - Bureau of Electronic and Appliance Repair, Home Furnishings, and Thermal Insulation.

### 3.3. [Appliance Requirements \(Citywide\)](#)

Repair procedures are as follows:

1. When a repair is needed, a City representative will call the vendor and notify the vendor of the location and the problem with the appliance.
2. When notified by the City representative, the Contractor will receive a purchase order. This number shall be on the invoice and any other documents in reference to the repair.
3. When the problem is determined by the vendor, the vendor will call the City representative and notify them of what the problem is, the time it will take to make the repair, and an estimate of the total cost for the repair.
4. The City representative will determine if it is cost-effective to repair the appliance. Approvals will be in writing by the requesting City representative if it is cost-effective to repair the appliance. If approval is denied, return appliance to assembled condition.

5. Contractor is expected to carry sufficient parts in service vehicles to expeditiously repair and maintain appliances indicated in the "Description of Appliances to be Repaired" Section. Freight charges, if any, shall be at the Contractor's expense.
6. Contractor will develop and suggest a preventative maintenance program for all commercial appliances that require regular maintenance, including, but not limited to, ice machines, walk-in refrigerators, and freezers.

### 3.4. Description of Appliances to be Repaired (Citywide)

- A. Residential/Commercial Appliances
  1. Washing machines, top loaders and front loaders
  2. Dryers, top loaders and front loaders
  3. Dishwashers
  4. Refrigerators
  5. Walk-in-Freezers/Flash Freezers/Refrigerators
  6. Microwaves
  7. Coffee makers; various brands
  8. Steamers (Gas and Electric)
  9. Kettles/Steam Jacket (Groen and various name brand manufacturers, Gas and Electric)
  10. Warmers (Electric)
  11. Ice machines/Water Cooler/Dispensers (Scottsman, Manitowac, various name brand manufacturers)
  12. Convection ovens
  13. Ranges/Stoves (American Eagle and Various Manufacturers)
  14. Steam tables
  15. Mixers
  16. Garbage disposals
  17. Hobart mixers
  18. Robo Coup Food Processors
  19. Slicer
- B. The City may request repair estimates and repair services from the Contractor for larger residential/commercial appliances.

### 3.5. City Responsibilities

The City shall:

- A. Assign City staff/representative as a point of contact for tasks and activities associated with the Scope of Work requirements.
  - 1. The designated City staff/representative will have the authority to approve and authorize all work under this contract.
- B. Assist the Contractor by providing information pertinent to the project.
- C. Monitor and analyze the effectiveness of the program.
- D. Conduct meetings as necessary.

## 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 City'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 5:00 pm (local time) on Tuesday, January 28, 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**
  - 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 City. 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 City. 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 City'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

**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. [SAM.gov\\*](#)

Please enter your legal entity name for SAM.gov verification.

\*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

#### 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 years (or type "N/A").

\*Response required

#### 5.7. [Changes to Agreement\\*](#)

The City 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 affect the City'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").

\*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

### 5.11. Conflict of Interest Disclosure\*

The proposer understands that any and all relationships with construction firms that may submit bids for projects developed under this agreement will require full disclosure of any direct or indirect conflicts of interest, financial interests, relationships, and the nature of any relationships with any related project bid submitters; and that any violation of this provision may result in the immediate termination of the Agreement

☐ Please confirm

\*Response required

### 5.12. 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 City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions.
- B. It is the City's intent to select a Proposer best evidencing demonstrated competence and professional qualification to perform the Services. The City 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 City's research and investigation. Upon selection of a Proposer, the City will endeavor to negotiate a mutually agreeable Maintenance Services Agreement ( with the selected Proposer. In the event that the City is unable to reach Agreement, the City will proceed, at its sole discretion, to negotiate with the next Proposer selected by the City. The City reserves the right to contract for services in the manner that most benefits the City including awarding more than one contract if desired.
- C. After negotiating a proposed Agreement that is fair and reasonable, City staff will make the final recommendation to the City Council concerning the proposed Agreement. The City Council has the final authority to approve or reject the Agreement.

## 7. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Clarity and Conformance of Proposal to the RFP</b>	0-5 Points	10 <i>(9.8% of Total)</i>
2.	<b>Content of the Proposal, including the Work Plan</b>	0-5 Points	25 <i>(24.5% of Total)</i>
3.	<b>Proposer's &amp; Team Members' Experience and Performance</b>	0-5 Points	40 <i>(39.2% of Total)</i>
4.	<b>Comments by References</b>	0-5 Points	5 <i>(4.9% of Total)</i>
5.	<b>Fee Proposal</b>	0-5 Points	22 <i>(21.6% of Total)</i>

## 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 City 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 City reserves the right to request additional information which, in the City'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 City 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 City and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 et seq.) until after either City and the successful Proposer have completed negotiations and entered into an Agreement or City has rejected all proposals. All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act. The City 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 City 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 City written notice of Proposer's objection to the City's release of Proprietary Information. Proposer

shall indemnify, defend and hold harmless the City, 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 5:00 pm, on or before Thursday, February 6, 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 City 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@procurenw.com](mailto:support@procurenw.com). Neither the City 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

### 9.1. Federal Requirements

If the Services are funded through a federal funding source, the successful Proposer and its subconsultants/subcontractors shall be required to take cognizance of and comply with all requirements set forth in the Federal Requirements, attached and incorporated herein by this reference.

### 9.2. Amendments to RFP

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

### 9.3. Amendments to Proposals

Unless specifically requested by the City, no amendment, addendum or modification will be accepted after a proposal has been submitted to City. 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.

#### **9.4. 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.

#### **9.5. Costs for Preparing**

The City 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 City. The City will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

#### **9.6. Cancellation of RFP**

City 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.

#### **9.7. Price Validity**

Prices provided by Proposers in response to this RFP are valid for 90 days from the proposal due date. The City 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.

#### **9.8. No Commitment to Award**

Issuance of this RFP and receipt of proposals does not commit the City to award a contract. City 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.

#### **9.9. Right to Negotiate and/or Reject Proposals**

City 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 City, 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 City's requirements.

#### **9.10. Non-Discrimination**

The City 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 City'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 City 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.
- 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 City shall review the protest, any response from the challenged bidder, proposer or other vendor, and all other relevant information. The City 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 City 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.