



Request

for

Proposals

**SWIMMING POOL and HEATER MAINTENANCE
SERVICES**

#670

OXNARD UNION HIGH SCHOOL DISTRICT

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY given that the Board of Trustees of the Oxnard Union High School District at 1800 Solar Drive, Oxnard California 93030 will receive sealed proposals marked **RFP #670 Swimming Pool and Heater Maintenance Services**, up to,

2:00 p.m., 9/8/22

for furnishing all materials, labor, and equipment required for full Service Pool and Heater Maintenance.

On said date and time stipulated proposals will be opened and results posted on the District website <https://www.oxnardunion.org/departments/business-services/purchasing-warehousing/request-for-bids-proposals>.

Each proposal shall be in accordance with specifications and other contract documents on file for examination at the District website noted above. Responses must be submitted on the Proposal Form included in this RFP document.

A mandatory Job Walk will be held on 8/24/22 at 9:00 a.m., starting at Adolfo Camarillo High School Swimming Pool located at 4660 Mission Oaks Blvd. Camarillo, California 93012. The District reserves the right to revise the mandatory Job Walk date or add additional Job Walk date(s) as needed.

The Board of Trustees reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informality or irregularity and to sit and act as sole judge of the merit and qualifications of the materials or services offered. No Bidder may withdraw his bid check or bond for a period of sixty, (60) days after date set for opening thereof.

By order of the Board of Trustees of the OXNARD UNION HIGH SCHOOL DISTRICT, Oxnard, California.

PUBLISH DATES: 8/7/22 & 8/14/22

SECTION 1

SITE LOCATIONS, SYSTEMS and SCOPE OF WORK

The Oxnard Union High School District (hereinafter referred to as “OUHSD” or “District”) is located in the city of Oxnard, in Ventura County, and services approximately 17,500 students. The OUHSD is soliciting proposals for qualified contractors to provide swimming pool and heater maintenance at four (4) school site locations. This service would require daily cleaning to occur Monday through Friday of each week.

SITE LOCATIONS and SYSTEMS

Adolfo Camarillo High School – 4660 Mission Oaks Blvd., Camarillo, CA 93012 (25 Yard x 30 Meter)

- Approximately 450,000 gallon pool
- 30 HP circulation motor and pump
- Five (5) Stark filter tanks with semi – automatic backwash valves
- Chemtrol PC2100 Chemical Controller
- (1) 500 gallon Liquid chlorine bulk storage tank with injection pump for chlorine control
- (1) 350 gallon Muriatic acid bulk storage tank with injection pump for pH control
- (1) CO2 bulk storage tank (provided by contractor 500 pounds) for total alkalinity and pH control
- Raypak Xtherm pool heaters (1 million BTU each)
- Pentair Acu-Drive VFD

Hueneme High School – 500 Bard Road, Oxnard, CA 93033 (25 Yard X 30 Meter)

- Approximately 450,000 gallon pool
- 30 HP circulation motor and pump
- Five (5) Stark filter tanks with semi – automatic backwash valves
- Chemtrol PC2100 Chemical Controller
- (1) 500 gallon Liquid chlorine bulk storage tank with injection pump for chlorine control
- (1) 350 gallon Muriatic acid bulk storage tank with injection pump for pH control
- (1) CO2 bulk storage tank (provided by contractor 500 pounds) for total alkalinity and pH control
- Raypak Xtherm pool heaters (1 million BTU each)
- Pentair Acu-Drive VFD

Oxnard High School – 3400 West Gonzalez Road, Oxnard, CA 93030 (25 Yard X 50 Meter)

- Approximately 750,000 gallon pool
- 40 HP circulation motor and pump
- Four (4) Stark Filter tanks with semi – automatic backwash valves
- Chemtrol PC2100 Chemical Controller
- (1) 500 gallon Liquid chlorine bulk storage tank with injection pump for chlorine control
- (2) 150 gallon Muriatic acid bulk storage tanks with injection pump for pH control
- (1) CO2 bulk storage tank (provided by contractor 650 pounds) for total alkalinity and pH control
- Raypak Xtherm pool heaters (1 million BTU each)

Rio Mesa High School – 545 Central Avenue, Oxnard, CA 93030 (25 Yard x 34 Meter)

- Approximately 500,000 gallon pool

- 30 HP circulation motor and pump
- Five (5) US filter tanks with semi – automatic backwash valves
- Strantrol system 5 Chemical Controller
- (1) 500 gallon Liquid chlorine bulk storage tank with injection pump for chlorine control
- (1) 350 gallon Muriatic acid bulk storage tank with injection pump for pH control
- (1) CO2 bulk storage tank (provided by contractor 500 pounds) for total alkalinity and pH control

SCOPE OF WORK

The District requires regular maintenance service on its swimming pools and pool heaters. This service will ensure the pools receive the proper chemical control, are monitored by a qualified company, are safe for continual use and that the pools maintain the proper temperatures. The awarded company shall monitor all pools and equipment and provide a professional level of maintenance. Awarded company will provide all basic labor, chemicals, parts and materials to provide the level of maintenance requested in this RFP. This contract will include all normal ongoing maintenance on all of the swimming pools and also includes maintenance of the pool heaters.

General exceptions are failures that cannot be addressed in a normal preventative schedule. These exceptions would include circulation pump and motor failures, filter system tank or internal system failures and main chemical control system failures not due to neglected maintenance. Awarded company will provide monthly reports on pool and equipment status for each location as well as reporting of any system failures. System failures must be reported immediately upon findings. Although the RFP does not require service on capital equipment, it is preferable to the District that the awarded company be able to provide troubleshooting and the expertise to fix existing equipment if the need arises. If awarded contractor is not capable of performing repairs on capital equipment, the District may contract for these services as it sees fit.

The schools are in session from August through mid-June. Each school site is active during the summer for summer school sessions. The pools are under a facility use agreement and have regularly scheduled users. The contractor will need to work around the District's class schedule and user agreement schedules when servicing. The District will coordinate with the contractor and have a minimum of 1 ½ to 2 hours each week when the pools are empty of swimmers so the contractor can perform the cleaning service.

Contractor is required to follow all California Code of Regulations related to this contract.

Duties will include the following at each swimming pool location:

- Each pool will require a site visit and full check of the water chemistry and pool equipment. This shall be performed five (5) times per week, Monday through Friday between 6:00am and 4:00pm. These daily checks will include:
 - Manual and chemical controller reading, free, combined, and total chlorine readings, pH readings as well as manual reading for total alkalinity, overall circulation system flow rate, filter inlet and outlet pressures, pool water temperature, autofill operation, pump strainer cleaning, chemical system controller review, test chemical system rotary safety flow switch, chemical injection system review for leaks and potential problems, logging of all information, filter backwashing as pressures and flow dictates;

- Special consideration must be taken at Rio Mesa High School as this campus is on well water and there is no autofill system operational. The pool water level must be maintained manually and care must be taken when backwashing the filter system; and
- Weekly checks will include calcium hardness and total dissolved solids tests.
- Manual vacuuming and brushing of the walls of each pool is required once per week to ensure the pools are clean at all times. Per statement above, the awarded contractor and the District will work out a schedule to ensure the pool is free from use so cleanings can be performed. Cleaning will take place Monday through Friday.
 - Each pool must have its own manual pool vacuum system and full set of cleaning equipment supplied and maintained in good condition by the awarded contractor. This vacuum system is not to be shared between school site pools or used for non-OUHSD pools for the duration of this contract.
- Two (2) log books are required to be kept for each pool. This book must include pool readings and chemical use, as well as any other pertinent information. One (1) log book shall be kept on the Ventura County Department of Health form. The second log book shall be supplied by the contractor but approved by the District and must be available to the District for copy or download at any time. These books must remain at the pool location at all times and be stored in the equipment room. The Ventura County Department of Health must be able to access these log books at any time, any day of the week.
- Contractor will be required to keep electronic logs utilizing an automatic system provided by the contractor. This system must continuously monitor the pools and send alerts of the status of any and all systems. This system must not be integrated with any OUHSD internal equipment or internet systems.
- The contractor and its employees must have programming knowledge of the same systems in use at the District's swimming pools. The contractor and employees must be trained on operations of:
 - Chemtrol or Strantrol automated chemical systems;
 - Stark or US Filter filter automated backwash systems;
 - Raypak Xtherm pool heaters; and
 - Danfoss (Pentair Acu-Drive) VFD's
- The contractor must have adequate parts, materials, equipment and tools on hand to ensure the pools and equipment are in good working order at all times. In addition to daily duties, these other duties must be fulfilled.
- Contractor and/or at least three (3) of its employees must be trained in proper maintenance of pools and equipment and must hold the required certifications to work with or on the existing equipment within the OUHSD pool facilities.
- Contractor must employ at least two (2) employees, that will be assigned to the OUHSD contract, that are fully trained and licensed to service existing OUHSD equipment, must live within a 30-mile radius of Oxnard for response time purposes.
- Contractor will not sub-contract any of the basic maintenance functions noted in this RFP. Should any service require a repair or replacement out of the scope of the standard services required in this RFP, only then will subcontracting or 3rd part services be acceptable.

MONTHLY SCOPE OF WORK

- Lubricate the pool level control;
- Clean deck depth marker tiles and step tiles;
- Inspect pool areas for potential issues;
- Sweep and clean equipment rooms;
- Change the pool heater air filters; and
- Fire heaters and check the inlet and outlet temperatures, deltas, and error logs for any issues. Inform the district of any heater issues prior to repair.

BI-ANNUAL SCOPE OF WORK

- Rebuild all chemical injection pumps then replace any pump that cannot be adequately rebuilt;
- Replace all chemical injection tubing with proper high pressure Polyethylene tubing using proper non-corrosive high pressure fittings;
- Rebuild the chemical rotary safety flow switch;
- Inspect surge pit including water level controls and tightening modulating float systems as needed;
- Maintenance on automated chemical control systems, the chlorine and acid systems, the pool water autofill systems and other ancillary systems; and
- Maintenance of pool heaters.

ANNUAL SCOPE OF WORK

- Open and inspect filter media;
- Replace all tubing not listed in the bi-annual checks on all chemical, sample stream and filter systems;
- Replace the pool water level controls if needed;
- Rebuild the pool water diaphragm fill valve; and
- Rebuild any filter tank backwash valves as needed.

CHEMICAL REQUIREMENTS

- Contractor will provide all chemicals, chlorine, pre-diluted 4 to 1 or 7.5% muriatic acid and C02. Muriatic acid must be pre-diluted off site. Diluting on site is prohibited. Awarded contractor must supply all chemicals to maintain proper pool water balance. Adequate supplies must be on hand so chemical requirements are always able to be fulfilled. Each pool facility must have chlorine in 1-gallon containers to treat that pool in case of a fecal accident.

Chemicals needed are as follows:

- Liquid Chlorine;
- Pre-diluted 4 to 1 Muriatic acid at not more than 7.5% strength;
- Bulk C02 tank must be supplied to each pool (tank must be maintained along with required C02 for both pH and TA control);

- Unless an emergency situation, avoid any additional chemicals such as Soda Ash and Sodium Bi-Carbonate; and
- No use of Cyanuric acid is permitted (no exceptions).
- The average chemical usage by school site are as follows (Chlorine and Dilute muriatic acid are listed in U.S. gallons and the C02 is listed in pounds):

School	Chlorine 12% bleach	Dilute 4 to 1 muriatic acid (7.5% max strength delivered)	C02 usage in pounds
Adolfo Camarillo HS	12,000	4,000	3,500 pounds
Hueneme HS	10,000	3,000	3,000 pounds
Oxnard HS	17,500	6,000	6,000 pounds
Rio Mesa HS	12,000	4,000	4,500 pounds

- Contractor must maintain more than one chemical supplier to ensure the contractor has adequate stock or access to required chemical supplies at all times.

HEATER MAINTENANCE SERVICE

- As an additional scope of work within this RFP, heater maintenance must be proposed. This work requires all ongoing services, parts, materials and sales tax needed to maintain all of the Raypak Xtherm pool heaters. Heaters must be kept in good working order at all times. Heater technician(s) must have completed the Raypak training course on Xtherm heaters. There are 10 1-Million BTU heaters (additional heaters may be added throughout duration of this contract). Heater maintenance will require:
 - Complete cleaning and service every six (6) months (as listed in the O&M manual for complete heater service). Includes all parts needed such as ignitors, gaskets, sensors (excludes major components such as heat exchangers, headers, burners);
 - Check and replenish the condensate neutralizer ever six (6) months;
 - Work direct with Raypak for warrantee items or extended warranty items; and
 - Check rooftop exhaust venting annually and secure as needed.

EMERGENCY SERVICES

- Contractor is required to maintain an emergency on call system for the duration of this contract. This emergency on call system must contain a single phone number that will be responded to at all hours, at any time of day and any day of the week. The call back should not be less than 20 minutes. A 90-minute response time is required under emergency circumstances.

SECTION 2

GENERAL CONDITIONS and INSTRUCTIONS TO PROPOSERS

1.0 GENERAL CONDITIONS AND INSTRUCTIONS

1.1 PROPOSALS

Proposals must be made in accordance with the following instructions to be considered responsive. Failure to provide a complete proposal may result in rejection of response.

- a. Proposals must be submitted on the **Proposal Form** (see Appendix B) provided by the Oxnard Union High School District. The Proposal Form, which shall be considered an integral part of the proposal, shall be signed by individual(s) who is/are authorized to bind offeror(s) contractually. The signature(s) must indicate the classification or position that the individual(s) hold in the firm. Any corrections must be initialed by the person signing the Proposal Form and other required documents. The completed proposal shall be without erasures or alterations except for those initialed. **Failure to submit this Bid Proposal Form may results in immediate rejection of the proposal.**
- b. Proposals shall be emailed to Deanna.Rantz@oxnardunion.org and must be clearly marked in the subject as **Bid #670 Swimming Pool and Heater Maintenance Service** and must be received by **9/8/22 at 2:00 P.M.** At that time, the proposals will be reviewed for responsiveness. Responses will be posted on the District website noted below, however, all proposals will be evaluated based on the RFP criteria until an award decision is made. <https://www.oxnardunion.org/departments/business-services/purchasing-warehousing/request-for-bids-proposals>
- c. Any proposal received after the time and date set for the opening of the RFP will not be viewed. The District is not responsible for fees incurred for submitting this proposal. The District is not responsible for technical difficulties in submitting proposals.

1.2 PROPOSAL DOCUMENTS TO BE RETURNED

The following forms must be completed and submitted with the proposal package:

- a. References (Appendix A)
- b. Proposal Form (Appendix B)
- c. Non-collusion Declaration (Appendix C)
- d. Site Visit Certification (Appendix D)
- e. Proof of valid, current California Swimming Pool Maintenance License
- f. Proof of insurance (see Section 3, 2.5)

Failure to complete and sign, (where required) and return the above proposal documents with your proposal may render it non-responsive.

1.3 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by the bidder(s) prior to, but not after the time and date specified for the opening of bids or for 60 days thereafter.

1.4 EXAMINATION OF SPECIFICATIONS

Before submitting proposals, each bidder should carefully read and examine the specifications, which are part of this RFP package. Each bidder shall familiarize itself with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve bidders from any obligation with respect to this proposal. Special Conditions are also included as a part of this bid. Any and all deviations between the District specification and those of the bidder must be clearly noted. Any questions or clarification needed by the bidder(s) must be addressed prior to, not after, the date and time set for the opening of bids.

1.5 REQUEST FOR INFORMATION (RFI)/QUESTIONS/CLARIFICATIONS

All questions concerning the proposal must be put in writing and emailed to Deanna Rantz, Director of Purchasing, Deanna.Rantz@oxnardunion.org, no later than 8/31/22 by 2:00 p.m. Any questions submitted after the RFI deadline will not be answered. RFI's/answers will be posted on the OUHSD website at:

<https://www.oxnardunion.org/departments/business-services/purchasing-warehousing/request-for-bids-proposals> under the respective RFP or Bid.

1.6 INCURRED PROPOSAL COST

The District will not pay any costs incurred in proposal preparation, presentation or demonstration. All costs of proposal preparation shall be borne by the bidding firm. It is understood that the proposal will become the property of the District.

1.7 ADDENDA

If it becomes necessary to amend this proposal, a formal addendum will be issued to all prospective bidders and if necessary, a new proposal date will be established. Any addenda will be posted on the OUHSD website listed above.

1.8 DECISION AND AWARD

While the District intends to enter into a contract for these services, it will not be bound to do so. The District reserves the right to reject any or all proposals. The District reserves the right to make the decision of award, to waive any irregularity or informality and to sit and act as sole judge of the merit and qualifications of the material, service, or equipment offered.

1.9 CONTRACT

Awarded contractor shall be required to enter in the contract attached as Exhibit A Maintenance Services Agreement.

2.0 TERMINATION OF CONTRACT

The District may, by giving ten (10) days' written notice, terminate the agreement prior to the expiration date for DUE CAUSE. Due Cause for termination, shall be, but not be limited to, unsatisfactory service, unsatisfactory product quality, failure to deliver in a timely manner, and failure to provide required reports. The District may, by giving thirty (30) days' written notice to the supplier, terminate this agreement WITHOUT CAUSE.

The service provider may, by giving thirty (30) day's written notice to the District, terminate this agreement WITHOUT CAUSE.

2.1 TRANSFER OF CONTRACT

Service provider may not assign, directly or indirectly, all or part of its rights or obligations under this agreement to another service provider, without prior written consent by OUHSD. Should OUHSD elect to refuse transfer of contract, service provider must fulfill all duties in this contract. If a transfer of contract is in the best interest of the District, the District may accept the request provided the assigning party fulfills all obligations under this contract and will provide those services at no more than the contracted price.

2.2 REGULATION COMPLIANCE

All items supplied shall comply with all Federal, State and other laws relative thereto. Offeror further agrees that the goods and or services proposed comply with all applicable Federal and State Occupational Safety and Health Laws, Standards and Regulations, and that the contractor will indemnify and hold the buyer harmless for any failure to so conform.

2.3 CONTACT WITH DISTRICT EMPLOYEES

All firms interested in this proposal (including the vendor's employees, representatives, agents, lobbyists, attorneys and sub-consultants) must refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection process or creating bias in the selection process with any person who may play a part in the selection process. This policy is intended to create a level playing field for all potential vendors and protect the integrity of the selection process. Any correspondence related to this RFP or the selection process should be addressed to the authorized representative, Deanna Rantz, Director of Purchasing.

2.4 PROTEST

Any bid protest by and Bidder regarding any other bid must be submitted in writing to the District representative before 5:00 p.m. of the THIRD (3rd) business day following the bid opening.

- a) Only a Bidder who actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest.

A bid protest must contain a complete statement of any and all basis for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.

- b) The protest must refer to the specific portions of all bid documents that form the basis for the protest.
- c) The protest must include the name, address, email address and telephone number of the person representing the protesting party.
- d) The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include

all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

- e) The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

2.5 ADJUSTMENTS and ESCALATION

In the event Contractor proposes to increase the rates for Swimming Pool and Heater Maintenance Services as specified herein, Contractor shall provide OUHSD with a written proposal on or before April 1 of each year this contract is in effect. The proposed increase in rates shall not exceed the annual Consumer Price Index (CPI) for Oxnard/Thousand Oaks/Ventura County Area and U.S. City Average, for the period July 1 through June 30, of the then current year. Increases shall not automatically take effect. Increase must be accepted by the District, in writing based on sufficient data provided by the contractor, justifying the increase.

2.6 EVALUATION CRITERIA

Each RFP will be evaluated upon the following criteria. The District may, at its sole discretion, revise the rating criteria as it sees fit.

Experience – 20 Points
Price – 40 Points
Responsiveness to RFP - 10 Points
References – 5 Points
Qualifications – 25 Points
Total Points = 100

2.7 SCHEDULE

The anticipated RFP schedule, which is subject to change at the District's discretion, is as follows:

EVENT	DATE(S)	LOCATION(S)
Advertisements	8/7/22 & 8/14/22	N/A
Job Walk	8/24/22 @ 9:00 am	Start ACHS, then RMHS, HHS & OHS
RFI Deadline	8/31/22 @ 2:00 pm	N/A
Proposals Due	9/8/22 @ 2:00 pm	Electronic
Proposal Evaluations	9/9/22 – 9/16/22	N/A
Board Award	9/28/22	1800 Solar Dr., Oxnard

2.8 DEFINITIONS

"RFP" or "Bid" may be used to describe the competitive solicitation documents herein. Oxnard Union High School District may be referred to as "OUHSD" or "District" or "Owner" throughout this document. The responding party may be referred to as "Proposer" or "Bidder" or "Company" or "Firm" or "Vendor" or "Contractor" throughout this document.

SECTION 3

SPECIAL CONDITIONS

1. TERM OF CONTRACT

The term of the contract will be for three (3) years, with, by mutual consent, the ability to extend the contract for two (2) additional years in ONE-YEAR increments. Projected contract start date is 10/1/22.

2. INSURANCE

Each bidder shall submit, as a part of its proposal, a copy of their company's Certificate of Insurance. Minimum insurance coverage shall be as follows:

Commercial General Liability Insurance – Vendor shall maintain, through the duration of the contract, commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence / \$2,000,000 in the annual aggregate.

Business Auto Liability Insurance – Vendor shall maintain, through the duration of the contract, business auto liability insurance with a limit of not less than \$1,000,000.

Worker's Compensation and Employer's Liability Insurance – Vendor shall maintain, through the duration of the contract, worker's compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.

Pollution Insurance – May be required if marked as such in Exhibit A Maintenance Services Agreement.

3. LICENSE

Bidder must hold a valid, current State of California issued C61 and D35 Swimming Pool Maintenance Contractor's License. Employees servicing the pools must show that they personally hold a CPO, AFO or Los Angeles County Department of Environmental Health Swimming Pool Technician License. These licenses must be active for the duration of the contract.

4. CONTRACTOR'S EMPLOYEES

The contractor's employee(s) must show proof to the District that they hold an active, valid Certified Pool/Spa Operator (CPO), Aquatic Facility Operator (AFO) or Los Angeles County Department of Environmental Health Swimming Pool Technician's License.

5. REFERENCES

Each bidder shall submit the names of five (5) references, at least three of which should be a public pool (school, recreation department, etc.) with similar size pools and equipment. Provide references on form in Appendix A. Current names and contact information must be provided.

6. RESPONSE TIME

The successful bidder must have adequate personnel and be located within 30 miles of the District pool locations to ensure and guarantee a response time of 90 minutes (1 ½ hours) or less. The contractor must have provisions in place to respond to phone calls/requests 24/7 from District personnel, to achieve the 90-minute response time. The contractor must have the ability to respond to phone calls and requests 24 hours a day, 7 days per week. The contractor must be able to respond and provide an employee during off-hours in emergency situations.

7. FINGERPRINT PER ASSEMBLY BILL 1610 (AB1610)

Due to the urgency of protecting student safety, AB1610 mandates that all employees of private contractors working on school campuses be fingerprinted prior to placement in a work environment involving any potential contact with students. Fingerprints must be taken in adherence to Department of Justice standards.

In summary, no employee whose fingerprint check reveals a conviction for a violent or serious felony may be employed under your contract with the Oxnard Union High School District. The successful bidder will be required to show immediate proof of compliance with the legal mandates of AB1610.

A **Fingerprint Certification Form** must be submitted by the awarded contractor before work commences on District property.

8. SUBCONTRACTORS

To maintain control and integrity of the service to be provided, no subcontractors will be allowed. The District opts to enter into a contract directly with a company which holds the required licenses.

9. RATING CRITERIA

OUHSD reserves the right to revise the evaluation criteria at any time and to act as the sole judge as to the merit and qualifications of the material, service, or equipment offered.

10. LABOR CODE

In accordance with the provisions of Section 3700 of the Labor Code, the awarded bidder(s) shall secure the payment of workers' compensation insurance for his/her employees. Vendor(s) shall sign and file with OUHSD the certificate prior to performing work under this contract.

11. HOLD HARMLESS

The vendor(s) shall indemnify and hold harmless the District, its officers, agents and employees from every claim or demand made, and every liability, loss, damage or expense of any nature whatsoever which may be incurred by reason of: damages for death or bodily injury to person; injury, loss or theft of property; any other loss, damage, liability for damages for: death or bodily injury to person; injury to loss or theft of property; or any other loss, damage or expense arising under either of the above, sustained by the vendor(s) or any person, firm or corporation employed by the vendor(s) upon or in connection with the work and/or delivery of equipment and supplies called for in this bid, except for liability resulting from the sole negligence, or willful misconduct of the District, its officers, agents, employees or independent contractors who are directly

employed by the District and except for liability resulting from the active negligence by the District. Any injury to or death of persons or damage to property caused by any act, neglect, default or omissions of the vendor(s), or any person, firms, or corporation employed by the vendor(s), either directly or indirectly or by independent contract, including all damages due to loss or theft sustained by the person, firm or corporation, including the District arising out of or in any way connected with the work and/or delivery of equipment and supplies covered in the bid, whether said injury or damage occurs either on or off the District's property if the liability arose from the negligence or willful misconduct of anyone employed by the vendor(s), either directly or by independent contract, and not by the active negligence of the district. The vendor(s), at their own expense, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees, or satisfy any judgements that may be rendered against the District et.al., on any such claim or liability and shall pay or satisfy any judgement that may be rendered against the District et.al., in any action, suit or other proceedings as a result thereof.

12. FIT WORKERS

Vendor(s) shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or any person not skilled in work assigned to such person. It shall be the responsibility of the vendor(s) to ensure compliance with this article. Any person in the employ of the vendor(s) whom the District may deem incompetent, unfit, intemperate, or otherwise undesirable shall be excluded from the District site and shall not be employed on it except with the written consent of the District.

13. DEFAULT OF SUCCESSFUL PROPOSER

The District shall hold the awarded contractor fully responsible for any damage which may be sustained because of the failure or neglect of the contractor to comply with any terms or conditions listed hereon, it being specifically provided and agreed that time shall be of the essence in meeting delivery and service requirements. Should the contractor fail or neglect to comply with the terms of the bid and purchase order documents, the District, may, upon written notice to the contractor, cancel the services in its entirety or cancel or rescind any or all items affected by such default; and may, purchase the needed materials or services elsewhere with a ten-day written notice to the original contractor. Any extra costs incurred by the District, because of such default, may be collected by the District from the original contractor.

14. FORCE MAJEURE

Contractor shall be excused from performance hereunder during the time and to the extent, that the contractor is prevented from performing by acts of God, or fire, strike, lockout, or commandeering of material, products, plants, or facilities by the government provided that the nonperformance is not due to the fault or negligence of the contractor.

Appendix A

REFERENCES

- 1). AGENCY: City of Carson
LOCATION: Carson, CA.
PHONE/EMAIL: 310-847-3519
CONTACT NAME: Modesto Bolanos
SERVICE DATES: 2019-2021
- Does this facility have any of the follow equipment in operation?**
- | | | |
|--|----------------|----|
| Chemtrol or Strantrol automated chemical systems: | Yes | No |
| Stark or US Filter filter systems with automated backwash systems: | Yes | No |
| Raypak Xtherm pool heaters: | Yes | No |
| Danfoss (Pentair Acu-drive) VFD: | Yes | No |
- 2). AGENCY: Bayco USA
LOCATION: Torrance, CA
PHONE/EMAIL: 310-378-8181
CONTACT NAME: Dave Cochran
SERVICE DATES: 2014-2022
- Does this facility have any of the follow equipment in operation?**
- | | | |
|--|-----|---------------|
| Chemtrol or Strantrol automated chemical systems: | Yes | No |
| Stark or US Filter filter systems with automated backwash systems: | Yes | No |
| Raypak Xtherm pool heaters: | Yes | No |
| Danfoss (Pentair Acu-drive) VFD: | Yes | No |
- 3). AGENCY: Pacific Sands
LOCATION: El Segundo, CA
PHONE/EMAIL: 818-905-7306
CONTACT NAME: Angie Brouche
SERVICE DATES: 2019-2022
- Does this facility have any of the follow equipment in operation?**
- | | | |
|--|-----|---------------|
| Chemtrol or Strantrol automated chemical systems: | Yes | No |
| Stark or US Filter filter systems with automated backwash systems: | Yes | No |
| Raypak Xtherm pool heaters: | Yes | No |
| Danfoss (Pentair Acu-drive) VFD: | Yes | No |

4). **AGENCY:** Beach Front Property Managment
LOCATION: Multiple, Los Angeles County.
PHONE/EMAIL: 909-831-6418
CONTACT NAME: Billy
SERVICE DATES: 2018-2022

Does this facility have any of the follow equipment in operation?

Chemtrol or Strantrol automated chemical systems:	Yes	No
Stark or US Filter filter systems with automated backwash systems:	Yes	No
Raypak Xtherm pool heaters:	Yes	No
Danfoss (Pentair Acu-drive) VFD:	Yes	No

5) **AGENCY:** Riviera Property Management
LOCATION: Multiple, Los Angeles County.
PHONE/EMAIL: 714-235-4463
CONTACT NAME: Lora
SERVICE DATES: 2014-2022

Does this facility have any of the follow equipment in operation?

Chemtrol or Strantrol automated chemical systems:	Yes	No
Stark or US Filter filter systems with automated backwash systems:	Yes	No
Raypak Xtherm pool heaters:	Yes	No
Danfoss (Pentair Acu-drive) VFD:	Yes	No

Appendix B

PROPOSAL FORM

District: Oxnard Union High School District

Project: Swimming Pool and Heater Maintenance RFP #670

Company Name: Paradise Pool and Spa, Inc.

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

- A. The undersigned is a duly-authorized representative of the Proposer and, in that capacity, has reviewed the information set forth in this Proposal Form and the Proposal Documents and has executed and submitted this Proposal Form on behalf of the Contractor.
- B. The Bidder is duly licensed as a contractor by the Contractors State License Board of the State of California ("CSLB"), such license(s) is (are) in full force and effect as of the date the Bidder has submitted this bid to the District, and the classification(s) of such license(s) is (are) appropriate to allow the Bidder to perform all of the Work in accordance with California law. The classification(s) and number(s) of the license(s) issued to the Bidder by the CSLB is (are):

Class: C53, License #: 926847; Class: _____, License #: _____;

- C. The Bidder certifies that its employee(s) hold certifications for the requirements set forth in this RFP and designates the following employee(s) as active providers should this contract be awarded to our company:

Name: James H. Parker Years with Contractor: 21

CPO / AFO / LADOH License Number: PR0158865

(Circle One)

Other Certifications Held: _____

Name: Jason E. Briggs Years with Contractor: 30

CPO / AFO / LADOH License Number: PR0159312

(Circle One)

Other Certifications Held: _____

Name: Dylan Griggs Years with Contractor: 9

CPO / AFO / LADOH License Number: PR0246421

(Circle One)

Other Certifications Held: _____

- D. The bidder has become familiar with the pool site locations, has become familiar with the RFP documents and hereby represents and warrants that it has sufficient experience and qualifications and that it has sufficient financial and other resources, to perform and complete the requested services in strict accordance with the RFP documents.

- E. Being sufficiently experienced and qualified to perform the Work, Bidder hereby proposes to (and, if awarded the Contract, the Bidder shall) furnish at its own cost and expense any and all labor, materials, tools, equipment, facilities, chemicals, reporting requirements, transportation, services and any and all other requirements for pool and heater maintenance in strict conformity with the RFP Documents, in exchange for payment from the District of the total, all-inclusive amount(s):

E.1 SWIMMING POOL MAINTENANCE PROPOSAL:

ADOLFO CAMARILLO HIGH SCHOOL POOL

Monthly Cost \$ 8,150, X 12 = Annual Cost \$ 97,800

HUENEME HIGH SCHOOL POOL

Monthly Cost \$ 8,150, X 12 = Annual Cost \$ 97,800

OXNARD HIGH SCHOOL POOL

Monthly Cost \$ 9,000, X 12 = Annual Cost \$ 108,000

RIO MESA HIGH SCHOOL POOL

Monthly Cost \$ 8,500, X 12 = Annual Cost \$ 102,000

TOTAL ANNUAL POOL MAINTENANCE PROPOSAL \$ 405,650

E.2 HEATER SERVICES and MAINTENANCE PROPOSAL:

ADOLFO CAMARILLO HIGH SCHOOL POOL HEATER

Monthly Cost \$ 600, X 12 = Annual Cost \$ 7,200

HUENEME HIGH SCHOOL POOL HEATER

Monthly Cost \$ 600, X 12 = Annual Cost \$ 7,200

OXNARD HIGH SCHOOL POOL HEATER

Monthly Cost \$ 600, X 12 = Annual Cost \$ 7,200

RIO MESA HIGH SCHOOL POOL HEATER

Monthly Cost \$ 450, X 12 = Annual Cost \$ 5,400

TOTAL ANNUAL HEATER SERVICE PROPOSAL \$ 27,000

TOTALS from ABOVE E.1 Swimming Pool Maintenance and E.2 Heater Services Maintenance:

\$ 432,000 (numerical)

Four Hundred thirty two thousand. (word form)

- ☐ Addendum No. 1 ☐ Addendum No. 2 ☐ Addendum No. 3 ☐ Addendum No. 4
☐ Addendum No. 5 ☐ Addendum No. 6 ☐ Addendum No. 7 ☐ Addendum No. 8

- | | |
|------------------------|------------------------------|
| Bidder Street Address: | 2785 Pacific Coast Hwy, E809 |
| | Torrance, CA 90505 |
| Telephone Number: | 310-370-2144 |
| Contact Email: | jason@paradisepools.biz |

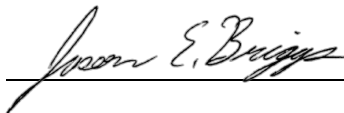
- K. The Bidder is organized as a (check only one):
- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> General Partnership |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Other (describe): | |

- L. The Bidder is organized pursuant to the laws of the state of: California

- M. The Bidder acknowledges and agrees that, unless it withdraws this proposal prior to the RFP due date and time, the Bidder may not withdraw this proposal for a period of sixty days after the RFP due date deadline.

Representative Name: Jason E. Briggs

Representative Title: CEO

Representative Signature: 

Date Signed: 4 September 2022

Appendix C

NON-COLLUSION DECLARATION (Public Contract Code Section 7106)

The undersigned declares:

I am the CEO of Paradise Pool and Spa, Inc., the party making the foregoing bid.
[Title] [Name of Firm]

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 and that this declaration is executed on
4 September 2022, at Torrance, CA.
[Date] [City] [State]

Date: 4 September 2022

Proper Name of Bidder: Jason E. Briggs

Signature: 

Print Name: Jason E. Briggs

Title: CEO

Appendix D

SITE VISIT CERTIFICATION

Project: **Swimming Pool and Heater Maintenance RFP #670**

Project Site Location: **ACHS, HHS, OHS, RMHS**

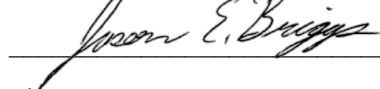
Check option that applies:

_____ I certify that I visited the Site of the proposed Work, received the attached _____ pages of information, or viewed the District RFP pertaining to this project or service and became fully acquainted with the conditions relating to services, material requirements and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

☒ I certify that Adam Morley (Bidder's representative) visited the Site of the proposed Work, received the attached _____ pages of information, or viewed the District RFP pertaining to this project or service and became fully acquainted with the conditions relating to services, material requirements and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Oxnard Union High School District, its Architect, its Engineers, its Construction Manager, Facilities, Maintenance and Operations Director, Maintenance Manager and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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



Signature

Jason E. Briggs

Print Name

CEO

Title or Position

Date signed: 4 September 2022

Paradise Pool and Spa, Inc.

Contractor Name

926847

Contractor License Number

Site Visit Date(s): 24 August 2022