

CITY OF RANCHO MIRAGE

**69825 HIGHWAY 111
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(760) 324-4511**

**REQUEST FOR PROPOSALS
FOR
WEBSITE HOSTING, SECURITY & MAINTENANCE SERVICES**

Issued:

MAY 9, 2022

**FOR PROBLEMS DOWNLOADING RFP OR SUBMITTING FORM,
PLEASE CONTACT THE FOLLOWING PERSONS BY EMAIL OR PHONE:**

Lori O'Keefe, lorio@ranchomirageca.gov or Gloria Griego,
gloriag@ranchomirageca.gov Phone: (760) 324-4511

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CITY OF RANCHO MIRAGE
REQUEST FOR PROPOSALS
FOR
WEBSITE HOSTING, SECURITY & MAINTENANCE SERVICES

ANNOUNCEMENT:

The City of Rancho Mirage ("City") invites proposals from qualified, competent, knowledgeable, and experienced companies that are capable of providing website hosting, security and maintenance services and will administer the duties and responsibilities set forth in this Request for Proposals ("RFP"), in compliance with all applicable laws, regulations, policies and procedures. Firms submitting proposals must be prepared to immediately enter into a contract ("Agreement") for the services and duties as set forth in this RFP.

PROPOSALS/OFFER SUBMITTAL:

Proposals will be accepted **until 5:00 p.m. (Pacific Standard Time), THURSDAY, JUNE 9, 2022**, and each must be submitted in a sealed envelope plainly marked on the outside **"RFP FOR WEBSITE HOSTING, SECURITY & MAINTENANCE SERVICES - DO NOT OPEN WITH REGULAR MAIL"** to:

The City of Rancho Mirage
Attn: Gabe Codding, Marketing Director
69825 Highway 111
Rancho Mirage, California 92270

Or if by Email, one (1) proposal copy to: gabec@ranchomirageca.gov, with the subject line **"RFP FOR WEBSITE HOSTING, SECURITY & MAINTENANCE SERVICES"**

PURPOSE:

The purpose of this Request for Proposal (RFP) is to identify and select a vendor with a proven track record in the planning, design, development, implementation, support, hosting and security of government websites, and content management systems (CMS) as well as providing on-going SEO, designation management, and content services. The selected prime vendor must be capable of providing a high degree of security measures and protocols to maintain the current record of unwanted intrusions and malicious malware. The City desires a single vendor for all services identified in the RFP; however, the City will consider alternates such as a prime vendor subcontracting with a third-party application and/or hosting service provider.

The selected vendor will provide website hosting, security, and maintenance services for the City of Rancho Mirage websites listed below:

- City of Rancho Mirage <https://ranchomirageca.gov>
- City of Rancho Mirage (COVID-19) <https://covid19.ranchomirageca.gov>
- Rancho Mirage Economic Authority <https://ranchomirageenergy.org>
- City of Rancho Mirage (Tourism) <https://relaxranchomirage.com>
- Taste of Summer <https://tasteofsummerranchomirage.com/>

The City is seeking a prime vendor that will take full responsibility for all aspects of the City's websites, CMS, and related hosting. The scope of services should include providing all software, hardware, and services required to implement, support, and host the City's websites.

As a minimum, the vendor's services should include the following:

- Design and configuration
- Interfaces to City data/systems
- Implementation consulting
- Training
- Content migration/conversion
- Project management
- Reporting
- Hosting
- Security
- Ongoing maintenance and operations support

CITY OBJECTIVES

The objective of this RFP is to establish a relationship with a vendor capable of supporting the City's current and future needs and who will be committed to evolving its hosting services as the City's needs change over time. The City's websites/CMS should promote the dissemination of information, both internally and externally, to increase public awareness and communication. All websites should strengthen the relationship between the City and citizens/business by meeting the evolving expectations of the public for secure and reliable online services that are accessible from any operating platform (i.e. Windows, iOS, Android, etc.).

The City's goal is to maintain websites that promotes the City with a welcoming, sophisticated, user friendly and professional feel, and provides an easy way for staff to share information. The City's websites should be visually attractive, interesting, and easy to read and navigate and provide useful, relevant, and current information with the ability to conduct business online for convenience and efficiency. The City anticipates frequent updates to draw constituents and other visitors to the websites. The site(s) must be accessible and functional using all of the common web browsers, operating systems, and mobile devices being used today, support a high degree of "uptime", and are easy to update. The websites should also support the use of older/slower devices so that web pages/graphics are rendered in only one or two seconds.

The City's high-level goals for maintaining all websites include:

- Maintain, manage, and update the current CMS
- Provide a method of standardizing on agreed-upon style and formatting rules
- Allow City to add new pages, documents, and complete other site modifications without having to rely on an outside resource
- Improve the user experience when interacting with all websites
- Improve the website's user interface to provide easier navigation and search capabilities.
- Provide a new look and feel that reflects current technology and the City's brand vision
- Improve and expanding online services and self-help
- Implement a consistent look and feel across all pages on all websites and solidifying style rules to ensure consistent look is maintained regardless of the device and/or browser used to access all websites
- Allow for a consistent look while still providing flexibility to support the unique needs of each department
- Implement quick links feature to ensure it is available on all pages
- Address all current and future ADA accessibility guidelines

- Provide departmental staff with the tools and training to create and maintain pages that meet their department needs while remaining consistent with enterprise-wide design requirements
- Ensure the host site provides secure and consistent websites with ample warning of upgrades and scheduled outages.

SCOPE OF WORK

Hosting, security, and management of all City website mentioned above, provide:

- Ongoing implementation, management, and training of website content management systems
- Updates and plugin updates supporting all sites
- Creative direction and support (event pages, banners, etc.)
- Provide website content updates, requests, etc.
- Search Engine Optimization (SEO) website & content analysis/perform SEO updates as necessary
- Ongoing website & mobile application enhancements as necessary

WEBSITE SECURITY AND MAINTENANCE (for all City Websites mentioned above)

- Provide 24/7 website monitoring for the following:
 - Security
 - Intrusions
 - Traffic
 - Malware intrusions
 - Blacklist
 - Domain Name System (DNS) Changes
 - WHOIS changes
 - Real Time and Zero Day patching
 - Secure Sockets Layer (SSL) Certificate changes

- Provide the following:
 - Malware detection and removal within 4 hours.
 - Website/Database backups performed on daily/week/monthly basis
 - Monitor and prevent Distributed Denial-of-Service (DDoS) attacks
 - SEO Spam and remove when incidents occur.
 - Block Phishing Lure Pages
 - Assure Americans with Disability Act (ADA) compliance and follow the Web Content Accessibility Guidelines (WCAG 2.0 attached).
 - Website Recovery within 4-6 hours
 - Perform website updates on an as needed basis
 - Disaster recovery plan is maintained and updated on an annual basis.
 - Security training to city staff on a scheduled basis in person or via web conference

CONSULTING & SUPPORT

- Provide the following:
 - Onsite and On-demand consulting services to City staff on an as needed basis.
 - City Information Services (IS) staff training on website functionality on an as need basis in person or via web conference.
 - On-call support to provide features and functions to facilitate the online procurement process including Request for Proposals (RFPs) and Request for Qualifications (RFQs), allowing for the complete vendor registration process and notifications. Including the ability to submit questions and receive answers electronically.
 - The ability for the RFP system to feed important data to other systems, i.e. email service provider software.
 - Coordinate and manage support of ongoing website and IS integration.
 - Consultative services to City staff on web-based solutions
 - Analyze IS infrastructure current and future inter-connectivity with website.

- On-call support for YouTube/video integration.
- On-demand email interactivity support to City staff.
- On-going web-based solution support for departments on an on-going basis as needed.
- Monthly network security and website vulnerability scans

ACCOUNT MANAGEMENT & STRATEGIC PLANNING

- Overall Website and SEO Campaign Management
- SEO Set-Up & Maintenance
- Ongoing SEO Analysis
- Set-Up Reporting & Analytic Tools
- Ongoing Monitoring & Reporting
- Strategy Direction & Recommendations
- Strategy Meetings, Consultations & Calls

EMAIL MARKETING

- Assist City staff when necessary to generate and manage news releases, newsletters, and special promotions as necessary.
- Provide monthly monitoring & reporting, if requested.

CLIENT SUPPORT (Standard & Emergency)

- Provide the following:
 - Client support with a one-hour response time from 7:00 a.m. – 6:00 p.m. PST, Monday - Friday.
 - Client emergency telephone support with a two-hour response time from 5:01 p.m. to 6:59 a.m. PST, Monday – Friday, weekends and all city observed holidays.

SPECIAL PROJECTS & ASSIGNMENTS

- Provide the following:

- Marketing research, trends, and statistical information to City staff on an ongoing basis and as well as by request for particular topics.
- Prepare and deliver presentations with recommendations for special campaigns and/or projects that may require micro-website such as Covid-19 and present such data to City Council, approved Vendors, and/or City staff.

SERVICES AND COMMITMENTS

Service	Commitment
Website Redesign	Every 2 Years
Reporting	Quarterly
Training	Quarterly & upon request
Hosting & Security	Daily
Website Monitoring	Daily

ROLES AND RESPONSIBILITIES OF KEY PROJECT PERSONNEL

- **Account Manager**

Account Manager to communicate regularly with City staff on status, timeline, budget, deliverables, performance reporting, competitive intelligence analysis, project briefs, schedules, and other follow-up items.

- **Interactive Project Manager**

Project Manager shall manage schedules, budgets, assets, and overall project organization and deliverable dates, website design, email marketing, and updating mobile app design, as well as producing newsletter template, ads mockup, website wireframe to help designers, developers accomplish project request.

- **Designer**

Designer shall create visual design on web pages, landing pages, banners,

emails, marketing etc. and create intuitive user interfaces across multiple platforms.

- **Developer**

Developer shall develop, implement, and maintain intranet website consistent with the style guide and new vision, gather requirements, create specifications, and develop code to support applications and coordinates posting of web content with Interactive Project Manager and other sources.

- **Security Consultant**

Security Consultant shall conduct and lead Information Security projects, stay informed of new technology and recommends technology upgrades as appropriate; Perform source code analysis, security reviews & assessments; Analyze and assess network and system design; Perform research and develop whitepapers/presentations/etc. regarding relevant research, security topics, tools, and techniques; and describe proposed service level metrics and/or commitments.

VENDOR REQUIREMENTS & SCOPE OF SERVICES

The following tables identify the City’s additional requirements of the existing websites and CMS. Each requirement is deemed either Mandatory or Desired/Optional. The Vendor must maintain the City’s operational websites and CMS to meet or exceed the requirements listed below:

WEBSITES

	Requirements	Mandatory	Desired/ Optional
1	Conform to current US Department of Justice ADA guidelines and accessibility standards pursuant to beta.ada.gov/web-guidance/ .	X	

2	Provide uniformity of design that is visually appealing, intuitive, and easy to use.	X	
3	Provide features and functionality that exist on current websites.	X	
4	Provide the ability for departments to have the flexibility to differentiate their pages from the City's primary home page without compromising the consistent look and feel of the overall site.	X	
5	Provide a citizen-centric navigation scheme that improves the ability for users to quickly find and navigate to desired services or information.	X	
6	Provide the capability for selected pages to display a "slideshow" or "slider" where fresh pictures are displayed frequently.	X	
7	Provide seasonal background/color/style themes that can be quickly and easily be changed by City trained staff.		X
8	Provide users an easy-to-use site search capability (i.e. Google or similar look and feel and functionality preferred) that prioritizes and places the most relevant and recent content at the top of the search results screen.	X	
9	Provide a site map feature that auto updates to reflect any site adds/changes/deletions.	X	
10	Ensure site accommodates various screen resolutions and sizes such that any device can effectively use the	X	

	site.		
11	Provide consistent dropdown menus on all pages, with the ability for City trained staff to change the menus as needed.	X	
12	Provide user with a printer-friendly page capability on every site page.	X	
13	Provide a solution that stores data and information on desired server.		X
14	Provide a solution that eliminates or minimizes the potential for duplicate documents, forms, and other material as various pages are updated.		X
15	Support all major operating systems (i.e., Windows, Apple, iPhone, Android, etc.) and current versions of commonly used browsers (e.g., Internet Explorer, Safari, Firefox, and Chrome).	X	
16	Provide seamless access to all websites from all major mobile devices (i.e., iPhones, iPads, Android phones, tablets, etc.) so that pages render efficiently so they are easy to view and navigate regardless of screen size.	X	
17	Provide integration to social media and networking (i.e., Twitter, Facebook, Pinterest, YouTube, Instagram, etc.) sites.	X	
18	Provide the ability to display rotating or scrolling banners with associated hyperlinks.		X

19	Provide support for content and/or page-based subscription capabilities such as Rich Site Summary (RSS).	X	
20	Provide the tools and capabilities to support City created and supported blog(s).	X	
21	Provide ability to control access to selected site pages through user ID and password.		X
22	Provide a robust calendaring solution to support a citywide master calendar and department level sub-calendars that include events, meetings, holidays, etc.	X	
23	Provide site usage and other statistics to allow the City to analyze and optimize the site based on user behaviors.	X	
24	Provide measures that prevent security breaches and access to confidential data collected and stored. In addition, provide immediate notification of any known or suspected breach and follow up investigation to assess breach and implement changes to remove risk.	X	
25	Provide navigation aids to assist users with site usage.	X	
26	Provide solution that allows users to download calendar event information directly to their devices (i.e., iCal, Outlook, etc.).		X
27	Provide the ability to link to other City pages and systems, external webpages, and outsourced e-commerce servers from any page within the site		X

28	Provide common or quick links on the home page.	X	
29	Provide the ability to manage current news, events notifications, and other important information on the home page.	X	
30	Provide a forms/survey solution that allows City trained staff to easily create forms/surveys, manage the data collected from forms/surveys by allowing export into Excel or database formats.	X	
31	Provide automated notification capabilities when visitors complete forms or other activities (e.g., job interest, contact us, etc.).	X	
32	Provide a solution that meets or exceeds the capabilities of the current site's eNewsletter solutions that allow the public to subscribe to mailing or notification lists.	X	
33	Provide on-call City staff backup for email communications, (news releases, public announcements, etc.)	X	
34	Support ability to provide streaming videos of all commission and committee meetings.	X	
35	Provide telephone support with a two-hour response from 7am – 6pm PST Monday – Friday.		X
36	Provide emergency telephone support with 4-hour response from 5:01pm to 6:59am PST Monday – Friday and weekends and all City observed holidays.	X	

37	Provide the features and functions to support online procurements and solicitations to include the following capabilities: ability to post Request for Proposals (RFPs), Requests for Qualifications (RFQs) and other bid requests; allow vendors to register as a prospective bidder; provide ability for vendors to submit questions and receive answers; and ability to accept proposals electronically.	X	
38	Provide innovative ideas and recommendations for maximizing the City's web presence. Please provide additional recommendations that may not be covered in the prior requirements.		X

CONTENT MANAGEMENT SYSTEM (CMS)

	Requirements	Mandatory	Desired/ Optional
1	Provide a comprehensive "full function", easy to use solution that includes, but is not limited to, template creation, security and approval levels, WYSIWYG content editor, versioning, content scheduling, etc. Use of the CMS should not require users to know HTML, CSS, XML, XSL, etc.	X	
2	Provide the ability to update content automatically upon approval of edited pages.	X	
3	Provide ability for City staff to both edit and approve content (through an agreed upon workflow and based on user rights) for their assigned areas of responsibility.	X	

4	Provide the ability during editing to resize pictures proportionately once downloaded on a page.	X	
5	Provide comprehensive training and user help documentation.	X	
6	Provide spell-check and grammar correction functionality.	X	
7	Provide the ability to post multiple file types on web pages for viewing and/or downloading (e.g., xls, .tif, .bmp, .jpg, .gif, etc.).	X	
8	Provide ability to upload content to enable the public to view video, listen to audio, and/or view photo galleries.	X	
9	Provide staff the flexibility to determine size and position of page features such as photographs.	X	
10	Provide comprehensive site usage statistics in format that can be easily understood by staff to understand how to improve site effectiveness and usability.	X	
11	Provide solution that supports replicating navigation and menu changes to all related pages automatically with no additional data entry or steps.	X	
12	Provide the ability for staff to add, change, and/or delete links between pages and/or to other websites as needed.	X	
13	Support use of the CMS with Microsoft or Apple operating platforms and IE, Firefox, Chrome, Safari, and	X	

	other common browsers now and in the future.		
14	Provide training for site administrators and content contributors.	X	
15	Provide ability to access the CMS from all websites.	X	
16	Provide the ability to archive outdated documents and images.		X
17	Support the optimization of pictures and graphic files for quick page loading.	X	
18	Ability to specify a publishing schedule for specific content.		X
19	Ability to reorganize content to different sections of all websites without changing content links.	X	
20	Ability to allow third party applets such as widgets to extend the functionality of the site.	X	
21	Ability to upload multimedia files (audio and video) files to all websites	X	
22	Provide a solution that saves user work such that if user timeouts or is disconnected from the solution content that has already been entered is saved in a draft format.	X	
23	Provide ongoing training tools for new City users or as a refresher to existing users.	X	

24	Provide telephone support with a 4-hour response from 8:00 am – 5:00 pm PST Monday - Friday.	X	
25	Provide emergency telephone support with 4-hour response from 5:00 pm to 8:00 am PST Monday – Friday and on weekends and holidays.	X	

WEB HOSTING & PERFORMANCE CRITERIA

	Requirements	Mandatory	Desired/ Optional
1	Host the City’s websites and CMS in a secure data center.	X	
2	Provide hosting services and system access on a 24/7 basis with 99.99% uptime.	X	
3	Perform all maintenance activities outside of normal business hours, with at least 2 weeks advance notice.	X	
4	Provide technical support for system outages responding to priority service calls 24/7 within 2 hours.	X	
5	Ensure hosted facility and site are monitored for outages 24/7.	X	
6	Provide the City access to separate development, test, and/or production environments.	X	
7	Perform full system backups and provide recovery	X	

	services to minimize downtime.		
8	Perform full system recovery testing on an annual basis.	X	
9	Perform regular software updates, enhancements, bug fixes to ensure a secure, reliable, and high performing environment.	X	
10	Remain compatible with industry leading web browsers (e.g., Internet Explorer, Firefox, Chrome, and Safari).	X	
11	Provide a redesign or refresh of the websites at least every two years.	X	
12	Review site usage statistics and provide the City suggestions for improvements on a quarterly basis.	X	

WEBSITE SECURITY

	Requirements	Mandatory	Desired/ Optional
1	24/7 Website Monitoring	X	
2	CloudProxy Website Firewall	X	
3	Malware Detection and Removal within 4 hours	X	
4	Website and Database Backups	X	
5	Monitor Blacklisting Incidents	X	

6	Stop DDoS Attacks	X	
7	Identify and Remove SEO Spam	X	
8	Block Phishing Lure Pages	X	
9	Identify DNS Changes	X	
10	Identify WHOIS Changes	X	
11	Real Time and Zero Day Patching	X	
12	Monitor Changes to SSL Certificates	X	
13	Website Recovery – Estimated response time	X	
14	Perform Regular Website Updates	X	
15	Provide & Maintain Disaster Recovery Plan	X	
16	Actively Detect and Prevent Intrusions	X	
17	Provide ongoing end user website security training	X	

INFORMATION SERVICES (IS) CONSULTING & SUPPORT SERVICES

	Requirements	Mandatory	Desired/ Optional
1	Provide on-demand consulting services to the City's IS staff	X	

2	Provide City IS staff training on website functionality	X	
3	Provide on-going support for IS integration with website functionality	X	
4	Assist IS staff with web-based solutions for website integration	X	
5	Analyze IS infrastructure for inter-connectivity with website	X	
6	Provide on-call support for YouTube integration	X	
7	Provide on-demand support for email interactivity	X	
8	Provide web-based solutions for City departments as needed	X	
9	Develop and maintain a disaster recovery plan with IS staff	X	
10	Conduct monthly network security and website vulnerability scans	X	

ONGOING SUPPORT & HOSTING SERVICES

In this section the vendor should address the following:

- Describe ongoing support processes, procedures, and methods. At a minimum, the description should identify hours of support, methods to access support, after-hours support, response time commitments, and escalation procedures.
- Describe proposed service level metrics and/or commitments.
- Describe software release/update frequency and procedures to perform updates.

- Describe the proposed hosting services and associated ongoing service level commitments that ensure a high performing website.
- Describe security and backup and disaster recovery processes and procedures.
- Discuss the vendor's philosophy and approach for ongoing research and development to advance the proposed solution and ensure it remains current to evolving technologies and standards.

PRICING

The City is seeking a clear and comprehensive understanding of all costs associated with the planning, design, development, implementation, hosting, and ongoing maintenance of the proposed websites, and CMS software. In this section, the vendor must itemize all costs.

Vendor pricing should be provided for the following:

- Software licensing
- Third party solutions
- Integration/Interfaces – provide level of effort
- Implementation services – provide level of effort
- Ongoing support and maintenance
- Optional products or services
- Travel

ADDITIONAL INFORMATION

In this section, the vendors are required to provide the following materials:

- Example of the user and administrative manuals
- Example of training manual/materials
- Any proposed software licensing, hosting, and maintenance and support agreements

GENERAL INSTRUCTIONS FOR SUBMITTAL:

A. Proposal Submittal:

The proposer shall submit one (1) original and three (3) copies by **5:00 p.m. (Pacific Standard Time), THURSDAY, JUNE 9, 2022, to:**

The City of Rancho Mirage
Attn: Gabe Codding, Marketing Director
69825 Highway 111
Rancho Mirage, California 92270

Or if by Email one (1) proposal copy to: gabec@ranchomirageca.gov

All electronic submittals shall include in the subject line **“RFP FOR WEBSITE HOSTING, SECURITY & MAINTENANCE SERVICES.”** It shall be the responsibility of proposer to ensure the electronic delivery is successful prior to deadline for submissions.

B. Due Date and Time:

Proposals submitted after **5:00 p.m. on THURSDAY, JUNE 9, 2022**, may, at the sole discretion of the City, be rejected as non-responsive and returned without review. For a proposal to be considered on time, it must be date stamped by City staff upon receipt. At the discretion of the City, a “late” proposal may be considered only if a selection cannot be determined from among proposals received on time. The City shall not be responsible for, nor accept any as a valid excuse, any delay in mail service, or any other method of delivery used by the proposer. All proposals shall be enclosed in a sealed envelope with the words clearly written on the front, **“RFP FOR WEBSITE HOSTING, SECURITY & MAINTENANCE SERVICES - DO NOT OPEN WITH REGULAR MAIL”, OR WHEN DELIVERED BY EMAIL, SUBJECT LINE MUST INCLUDE “RFP FOR WEBSITE HOSTING, SECURITY & MAINTENANCE SERVICES”**. Failure of the proposer to properly identify the sealed envelope proposal or email as described may result in the proposal being considered non-responsive. All proposals shall be firm offers subject to acceptance by the City and may not be withdrawn for a period of 180 calendar days following the last day to accept proposals. Proposals may not be amended after the due date except by consent of the City. All proposals must clearly address all of the requirements outlined in this RFP. Each proposal shall be limited to twenty (20) pages and must include a minimum of three (3) references, which include the address, telephone number, and email address of each reference. Resumes and brochures may be added to the proposal, provided they are located in an appendix at the back of the proposal. Should the proposer have concerns about meeting any noted requirements, the proposer shall include a clearly labeled subsection with individual statements specifically identifying the concerns and exceptions.

C. RFP Addenda and Clarifications in Written Comments

All comments and questions from proposers must be submitted in writing and received by no later than 5:00 P.M. on MONDAY, MAY 23, 2022 (“Addendum Due Date”), and must be submitted via the following approved written methods addressed to Gabe Codding, Marketing Director:

1. At Gabec@ranchomirageca.gov, or
2. Via mail (to the address listed in General Instructions for Submittal, Proposal Submittal), as long as the correspondence is received, and date stamped by the City on or prior to the Addendum Due Date.

Any verbal questions shall not be addressed by the City. Submittal of written comments or questions shall not be considered by the City unless submitted in an approved method on or before the Addenda Due Date. Written comments or questions received via approved method and within the time prescribed herein will be addressed by the City’s issuance of an addendum. Notwithstanding anything else herein, if it becomes necessary for the City to revise any part of this RFP, or to provide clarification or additional information after this RFP has been issued, a written addendum will be posted and published on the City’s website, <http://www.ranchomirageca.gov>. All addenda shall become part of the RFP.

D. Pre-contractual Expenses:

The City shall not be responsible for, under any circumstances, any claims of expenses necessary for the proposer to receive, evaluate, complete, and deliver the proposal. The proposer should also not include any pre-contractual expenses or fees in the proposal.

E. Conflicts of Interest:

The proposer affirms that to the best of his or her knowledge, there exists no actual or potential conflict between the firm’s business or financial interests, and either the services to be provided under the Agreement, or any commissioner, officer, employee, or agent of the City. For the duration of the Agreement, the proposer shall refrain from undertaking any work for any individual, business, or legal entity, in which direct conflicts of interest regarding the services to be provided thereunder or herein may arise.

F. Proposed Contract:

The proposer selected through this RFP shall be required to enter into the Agreement with the City, a form of which is attached hereto as **Exhibit “A.”** Proposer must submit any requests for revisions to such contract with its proposal, otherwise it agrees to be

bound by the terms set forth in Exhibit A, which may be modified by the City upon review of successful proposal to ensure proper protections and obligations are duly incorporated therein.

G. Insurance and Acknowledgement

Each proposal shall include a breakdown of all costs associated with issuance of the insurance endorsements described in and pertaining to Section 18 of the Agreement (“Insurance Provisions”). Each proposal shall also include signed acknowledgement(s) in substantially the same form as the form attached hereto as **Exhibit “B,”** through which each insurance carrier that will issue any policy required in the Insurance Provisions, shall acknowledge, warrant, and represent that it possesses the ability to and shall furnish all the insurance endorsements prescribed in the Insurance Provisions.

PROPOSAL FORMAT AND CONTENT:

A. Presentation

Proposals shall be submitted in an 8 ½” x 11” format, fastened with an effective method, or equivalent format if electronic submittal.

B. Proposal Content

1. Transmittal Letter

- a. Contact information, identification of firm, name and email address and telephone number
- b. A statement to the effect that the proposal will remain valid for 180 days from the due date for the proposals
- c. Acknowledgement of receipt of addenda, if any
- d. Signature of the person authorized to bind the terms of the proposal

2. Table of Contents

Following the transmittal, provide a table of contents for the proposal

C. Qualifications, Related Experience and References

- 1. This section shall establish the ability of the proposer to satisfy all aspects of the required work with current or recently completed website hosting,

security, and maintenance services, including year completed, duration of project, and services similar to the work required in this RFP.

2. A minimum of five years of demonstrated experience providing website hosting, security, and maintenance services.
3. Background information of the firm, including the date of founding, legal form, number and location of offices, number of employees, days and hours of operation and any other pertinent information.
4. Disclose any conditions (e.g., bankruptcy, pending litigation, planned office closures, mergers) and organizational conflicts of interest that may affect the ability of the proposer to perform the required duties.
5. Certify that the firm is not debarred, suspended, or otherwise declared ineligible to contract with any other federal, state, or local public agency.
6. Provide a list of business clients to which your firm is currently providing, or has recently provided, similar services. Include company names, beginning/end dates of contracts, and names, titles, and telephone numbers the City can contact as references for your firm.
7. Furnish as an appendix, your firm's financial information (last year's Income Statement and Balance Sheet) that accurately describes the financial stability of your firm (financial statements will remain confidential and will be revealed only to individuals involved in the evaluation process and award of contract).

D. Proposed Staffing and Project Organization

1. Discuss the staffing of the proposing firm who would be assigned to work on the City's project.
2. Identify the key personnel that would be assigned to the project. Include a brief description of their qualifications and experience in performing the type of work being assigned.
3. Designate an administrator who would serve as a day-to-day contact for the City.
4. Provide any necessary organizational chart of the firm as it relates to this RFP.

E. Work Plan / Technical Approach

1. Establish the proposer's understanding of the City's objectives and requirements, demonstrate the proper ability to meet those objectives and requirements, and clearly identify the method (plan) of accomplishing the described work.
2. Describe what information, documentation, or staff assistance from the City your firm would request from the City in order to complete the work described.
3. Provide a summary of the firm's proposed services, with a focus on any technologies, innovations, and processes that the firm will offer to help the City meet its objectives.
4. Provide brief background information, including your specialty in website hosting, security, and maintenance services.
5. Provide project management information e.g., notice requirements, timelines for delivery, etc.

F. Cost and Price

1. This section shall disclose all charges to be assessed the City for the required services and declare the proposer's preferences for method and timing of payment.
2. Quote a total price for completing all services; include all costs associated with the operating budget, including all website hosting, security, and maintenance service fees.
3. For all staff declared in the organizational chart, provide a schedule of hourly labor rates, if applicable.

G. Appendices

Furnish as appendices, supporting documentation as requested, such as financial information and staff resumes.

PROPOSAL EVALUATION AND CONTRACT AWARD:

A. Evaluation Panel

An evaluation panel consisting of City staff will be responsible for reviewing, analyzing, and evaluating the proposals received. The panel may also conduct contract negotiations with the highest rated proposer(s). The evaluation panel will either select the successful proposer or make recommendations to the City Council regarding selection.

B. Evaluation Criteria

Proposals will be evaluated by the panel, considering the factors which are listed below, demonstrating their competence and professional qualifications.

1. Work plan
2. Qualification and experience of proposer
3. Staffing and organization
4. Conformance with this RFP
5. References of performance including such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness, compliance with the requirements, and other considerations
6. Any other criteria determined by the City

Upon selection of the most qualified proposer(s), staff may negotiate with qualified firm(s) to ensure compensation is fair and reasonable. The City may require the finalist(s) to make an oral presentation to the evaluation panel and/or the City Council or City Manager. The City expressly reserves the right to reject any or all proposals, with or without providing a reason and to waive any irregularities or informalities in the offers received. In the event of any such rejection, or in the event a proposer's offer is not rejected but does not result in contract award, the City shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal.

CALIFORNIA PUBLIC RECORDS ACT

Each proposer is hereby informed that proposals and its contents are subject to disclosure in accordance with the California Public Records Act (California Government Code Sections 6250 et seq.).

INDEPENDENT CONTRACTOR STATUS

By submitting a proposal to this RFP, proposers thereby represent, warrant, covenant and agree, that in the event City elects to enter into a contract for services outlined herein, as of the effective date of the agreement and throughout the term of the agreement, proposers firm and any person providing services hereunder shall be an independent contractor and not an employee of the City under applicable law, which may include but not be limited to, California Labor Code Sections 2775 et seq. and under the Public

Employees' Retirement Law. Failure to comply with this requirement, as may be determined by the City, in consultation with the City Attorney, in City's sole and absolute reasonable discretion, shall result in the proposal being rejected as non-responsive. As set forth in more detail herein, successful proposers shall enter into an Agreement with the City governing the services, which shall include express language effectuating the same.

CALPERS OBLIGATIONS

CalPERS Participation. As set forth in this RFP, City has an obligation to treat all persons working for or under the direction of Consultant as agents and employees of Consultant, and not as agents or employees of City. Consultant and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS").

CalPERS Retiree Disclosure. Proposers expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Consultant who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by successful bidder to provide services to City under the Agreement, prior to such person performing any services thereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.

Joint Cooperation. In the event that the City's Retirement Program initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees, successful bidder shall within five days and share all communications and documents from CalPERS that it may legally share. In the event that either successful proposer or City files an appeal or court challenge, successful proposer and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

Indemnity. To the fullest extent permitted by law, in addition to indemnification obligations set forth herein, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, successful proposer shall indemnify, defend, and hold harmless City for any payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions or any similar obligations, as well as for the payment of any penalties and interest on such payments.

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RFP EXHIBIT "A"

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF RANCHO MIRAGE
AND**

This Professional Services Agreement (hereinafter, this "Agreement") is made and entered into this ____ day of _____ 2022, by and between the City of Rancho Mirage, a municipal corporation in the County of Riverside, State of California, hereinafter referred to as the "City," and _____, _____, hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, the City desires to utilize the services of Consultant, as an independent contractor, to provide the City with _____ (hereinafter, the "Services") as directed by the City and more particularly described in the "Scope of Services," attached hereto and incorporated herein by this reference as Exhibit "A"; and

WHEREAS, Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, this Agreement was procured through a competitive bidding process via a Request for Proposals ("RFP"); and

WHEREAS, the City Council approved this Agreement during its meeting of _____, 2022.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS AND PROMISES CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth in full herein.

Section 2. SCOPE OF SERVICES

a. Consultant shall provide to the City those services as set forth in the Scope of Services, at the time, place, and in the manner specified therein, in a manner satisfactory to the City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. In the event any conflict exists between the Agreement minus the Scope of Services, on the one hand, and the Scope of Services, on the other hand, the former shall supersede.

b. Consultant shall, at its sole cost and expense, provide any and all Work Product, as defined below, and any portions thereof (raw and final), to City immediately upon request of City and in such format as directed by City. Work Product may be transferred to City via a transfer service approved by the City, hard drive, or flash drive in a format approved by the City. The Parties understand and agree that Consultant's failure to comply with this obligation, and any other obligations herein, shall relieve City of its obligation to pay Consultant until Consultant fully complies with all obligations.

c. Consultant shall duly obtain and deliver to City all permits, releases, waivers, and or any other documentation which relates to the Work Product, and shall secure such documentation clearly evidencing City's perpetual ownership and unfettered rights to perpetual use of such Work Product at the City's sole and absolute discretion.

d. As set forth in the RFP, Consultant shall provide products or services that are accessible with 99.9% availability (uptime), and the Services will be deemed to be unavailable when the City is unable to access any websites, products and/or applications or other related software/services, or the general public is unable to access the public-facing components, provided, however, that the occurrence of a Force Majeure Event or scheduled maintenance, system upgrades, or critical security upgrades between 11:00 PM and 4:00 AM Pacific Time (PT) shall not count as downtime in the 99.9% calculation of availability. A "Force Majeure Event" shall be defined as an event arising out of or caused by, directly or indirectly, forces beyond Consultant's control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

e. Consultant hereby warrants and represents that the website and other deliverables will be free from material defects, and from viruses, malware, logic locks, and other disabling devices or codes, and in particular will not contain any virus, Trojan horse, worm, drop-dead devices, trap doors, time bombs, spyware, adware, or other software

routines or other hardware component that could permit unauthorized access, disable, erase, or otherwise harm the website, City, City property (including but not limited to intellectual property), or any software, hardware, or data; will not perform any functions other than those specified in this Agreement; halt, disrupt, or degrade the operation of the deliverables or other City function, or perform any other harmful or undesired functions.

f. If Consultant intends to integrate or otherwise incorporate any work that it previously created into any work product to be created in furtherance of its performance of the Services, Consultant must obtain City's prior written approval of such integration or incorporation. If City, in its reasonable discretion, consents, City is hereby granted an exclusive, worldwide, royalty-free, perpetual, irrevocable license to use, distribute, modify, publish, or otherwise exploit the incorporated items in connection with the work product developed for City.

g. Consultant shall not use any open-source code in the development of the website or other deliverables without the express written consent of City. In the event open-source code is implemented in the website or other deliverables and City approves, Consultant shall provide a list of all open source code used by Consultant and warrants that Consultant has and shall read, understand and comply with the requirements for using any open-source code, including without limitation, complying with any open-source code license requirements pertaining to required notices, which may include copyright and permission notices. Consultant represents, warrants, covenants and agrees that Consultant owns all Work Product and that it has the necessary authority to grant City the right to use such Work Product for its intended purposes; and/or, Consultant hereby warrants, represents, covenants and agrees that Consultant is authorized to and otherwise possesses all rights necessary to grant City the right to use Work Product, including authority for open-source code, for the purposes described herein, and no such license conflicts with or impairs City in any way from using the work product for its intended purposes, including without limitation Consultant's assignment of rights.

h. Consultant shall provide the base code and any encryption keys or passwords within the code to City upon request from City, whether prior to or after expiration or earlier termination of this Agreement. Consultant further agrees to not access or attempt to access the website or other deliverables for any purpose, other than as approved by City in writing, except for accessing the website as a member of the general public is legally entitled to and consistent with any terms and conditions associated with such access.

Section 3. COMPLETION DATE

Consultant shall perform those services set forth in the Scope of Services during the term of this Agreement, which shall commence as of _____, 2022 and continue until _____, 20____.

Section 4. COMPENSATION

The City agrees to pay Consultant for and in consideration of the faithful performance of the consulting services and duties set forth in this Agreement, and Consultant agrees to accept from the City, as and for compensation for the faithful performance of said services and duties, an amount not to exceed a total compensation of _____ Dollars and ____ Cents (\$_____.____) during the term of this Agreement.

Section 5. METHOD OF PAYMENT

a. Consultant shall submit invoices to the City on a monthly basis describing the work performed. Consultant’s bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. The City shall pay Consultant no later than thirty (30) days after approval of the invoice by City staff provided that the services reflected in the invoice were performed to the reasonable satisfaction of the City in accordance with the terms of this Agreement, that the number of hours of service set forth in the invoice reflect the amount of time ordinarily expended for such service by members of the profession currently practicing in the same locality under similar conditions, and that all expenses, rates and other information set forth in the invoice are consistent with the terms and conditions of this Agreement.

b. The Consultant shall submit invoices under this Agreement to:

_____, _____
City of Rancho Mirage
69825 Highway 111
Rancho Mirage, CA 92270
Telephone: (760) _____
Facsimile: (760) _____
Email: _____

Section 6. EXTRA WORK

At any time during the term of this Agreement, the City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the City to be necessary for the proper completion of the Services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform Extra Work without written authorization from the City.

Section 7. TERMINATION

This Agreement may be terminated by the City immediately for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination. For purposes of this Section, the City Manager shall have the authority to take action on behalf of the City.

Section 8. OWNERSHIP OF DOCUMENTS

All plans, studies, records, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at its expense, provide such reports (including any electronic copies), plans, studies, documents, and other writings to the City upon written request. Without limiting the generality of the forgoing and/or and rights set forth in Section 41, DNS records for Ranchomirageca.gov shall be the property.

Section 9. CONFIDENTIALITY

a. All ideas, memoranda, specifications, plans, procedures, drawings, photographs, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without prior written consent of the City, be used by Consultant for any purposes other than the performance of the services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise

known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential.

b. Consultant shall not use the City's insignia or photographs relating to the project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

Section 10. CONSULTANT'S BOOKS AND RECORDS

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at the City's address indicated for receipt of notices in this Agreement when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where the City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, the City may, by written request of any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained at the City's address indicated for receipt of notices in this Agreement. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

Section 11. INDEPENDENT CONTRACTOR'S STATUS: NOT AGENT OF THE CITY

Consultant shall at all times during the term of this Agreement remain, as to the City, a wholly independent contractor and shall perform the services described in this Agreement as an independent contractor and further, hereby waives any claims for any compensation or benefits afforded to City employees and not to independent contractors. Neither the City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as herein set forth. Nothing contained in this Agreement shall be deemed, construed or represented by the City or Consultant or by any third person to create the relationship of principal and agent and Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. Consultant shall have no authority, expressed or implied, to act on behalf of the City in any capacity whatsoever as an agent, nor shall Consultant have any authority, expressed or implied, to bind the City to any obligation whatsoever.

Section 12. REPRESENTATIONS AND ACKNOWLEDGMENTS REGARDING INDEPENDENT CONTRACTOR'S STATUS OF CONSULTANT

a. Consultant represents and acknowledges the following:

(1) The City is not required to provide any training or legal counsel to Consultant or its employees in order for Consultant to perform the services described in this Agreement.

(2) Performance of the services described in this Agreement does not have to be integrated into the daily business operations of the City.

(3) The services described in this Agreement can be performed without the use of City equipment, materials, tools or facilities.

(4) Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with Consultant on a continuing basis after termination of this Agreement.

(5) The City will not be requested or demanded to assume any liability for the direct payment of any salary, wage or other such compensation to any person employed by Consultant to perform the services described in this Agreement.

(6) Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the City.

b. The City represents and acknowledges the following:

(1) Consultant is not required to comply with daily instructions from City staff with respect to when, where or how Consultant must perform the services set forth in this Agreement.

(2) Consultant is solely responsible for determining who, under the supervision or direction of Consultant, will perform the services set forth in this Agreement.

(3) The City will not hire, supervise or pay any assistants working for Consultant pursuant to this Agreement.

(4) Nothing in this Agreement shall be interpreted to imply that the Consultant must maintain any contractual relationship with the City on a continuing basis after termination of this Agreement.

(5) It is the sole responsibility of Consultant to set the hours in which Consultant performs or plans to perform the services set forth in this Agreement.

(6) Consultant is not required to devote full time to the business operations of the City in order to perform the services set forth in this Agreement.

(7) Consultant is not required to perform the services set forth in this Agreement at City-owned property.

(8) Nothing in this Agreement shall be interpreted to preclude Consultant from working for other persons or firms, provided that such work does not create a conflict of interest.

(9) Consultant is not required to perform the Services set forth in the Agreement in any particular order or sequence.

Section 13. CIVIL CODE SECTION 1542 WAIVER

Consultant expressly waives any and all rights and benefits conferred upon it by the provisions of section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees’ Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Consultant further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Initials

Section 14. CONFLICTS OF INTEREST

a. Consultant (including principals, associates, and professional employees) covenants and represents that it does not have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source or income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant’s services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

b. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- (1) Does not make or participate in:
 - (i) the making or any governmental decisions regarding approval of a rate, rule, or regulation, the adoption or enforcement of laws;
 - (ii) the issuance, denial, suspension or revocation of permits, licenses, applications, certificates, approvals, orders, or similar authorization or entitlement;

- (iii) authorizing the City to enter into, modify, or renew a contract;
- (iv) granting the City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
- (v) granting the City approval to a plan, design, report, study, or similar item; or
- (vi) adopting, or granting City approval of, policies, standards, or guidelines for the City or for any subdivision thereof.

(2) Does not serve in a staff capacity with the City and in that capacity participate in making a governmental decision or otherwise perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code under Government Code Section 87302.

c. In the event the City officially determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file the subject Form 700 with the City Clerk's Office of the City of Rancho Mirage pursuant to the written instructions provided by the Office of the City Clerk.

**Section 15. PROFESSIONAL ABILITY OF CONSULTANT;
WARRANTY; FAMILIARITY WITH WORK; PERMITS AND
LICENSES**

a. Consultant warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

b. By executing this Agreement, Consultant warrants that:

- (1) it has thoroughly investigated and considered the work to be performed;
- (2) it has investigated the issues, regarding the scope of services to be provided;
- (3) it has carefully considered how the work should be performed; and

(4) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

c. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by the City, it shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City Manager or appropriate City representative.

d. Consultant represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement, including a City of Rancho Mirage business license.

Section 16. COMPLIANCE WITH LAWS

Consultant shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including without limitation any and all laws applicable to City had it performed and/or provided the services and deliverable itself, which shall include but not be limited to compliance with the Americans with Disabilities Act and all applicable guidelines and accessibility standards promulgated by the US Department of Justice.

Section 17. INDEMNIFICATION

a. Consultant shall defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect (including any and all costs, expenses and attorneys' fees in connection therewith), arising out of the performance of this Agreement, including, without limitation, an alleged breach of any representations and/or warranties, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

b. The City does not, and shall not, waive any rights that it may have against Consultant under this Section because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless, indemnification and duty to defend provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, action, damage, liability, loss, cost or expense described herein. As set forth in and without limiting the generality of Section 18i, any applicable insurance

policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

c. Notwithstanding the provisions of subsections a. and b. of this section, Consultant shall not be responsible for damages or be in default or deemed to be in default by reason of delay caused by strikes, lockouts, accidents, or acts of God, or the failure of the City to furnish timely information or to approve or disapprove Consultant's work promptly, or by reason of delay or faulty performance by the City, construction contractors, or governmental agencies, or by reason of any other delays beyond Consultant's control, or for which Consultant is without fault.

d. The indemnity provisions contained in this Section shall survive expiration or sooner termination of this Agreement.

Section 18. INSURANCE REQUIREMENTS

a. Policies. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies:

(1) Worker's Compensation Coverage. Consultant shall maintain Worker's Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Worker's Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. If any class of employees employed by Consultant pursuant to this Agreement is not protected by the California State Worker's Compensation Law, Consultant shall provide adequate insurance for the protection of such employees to the satisfaction of the City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign and attach the Certificate of Exemption from Worker's Compensation Insurance, attached hereto and incorporated herein by this reference as Exhibit "B." Consultant agrees to waive its statutory immunity under any worker's compensation or similar statute, as respecting the City, and to require any and all subcontractors and any other person or entity involved in the Services to do the same.

(2) General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) combined single limit per occurrence, and two million dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury and property damage. Consultant shall

provide insurance on an occurrence, not claims-made basis. Consultant acknowledges and agrees that, for purposes of clarification with the intention of avoiding gaps in coverage with any umbrella or excess coverage, personal and advertising injury coverage shall be triggered by an “offense” while bodily injury and property damage coverage shall be triggered by an “occurrence” during the policy period.

(3) Automobile Liability Coverage. Consultant shall maintain commercial automobile liability insurance covering bodily injury, personal injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit per occurrence, and two million dollars (\$2,000,000) in the aggregate.

(4) Technology Professional Liability Errors and Omissions Insurance. Consultant shall maintain such insurance appropriate to the Consultant’s profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

i. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Agency in the care, custody, or control of the Consultant. If not covered under the Consultant’s liability policy, such “property” coverage of the Agency may be endorsed onto the Consultant’s Cyber Liability Policy as covered property as follows:

ii. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City that will be in the care, custody, or control of Consultant.

iii. The Insurance obligations under this agreement shall be the greater of 1— all the Insurance coverage and limits carried by or available to the Consultant; or 2—the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to City. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

b. Endorsements. Unless otherwise specified hereunder, each insurance policy required herein shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

(1) Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by commercial general liability and commercial vehicle liability coverages, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney, are named as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

(2) With the exception of workers' compensation and professional liability insurance, this policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have shall be considered excess insurance only and shall not contribute with it.

(3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

(4) The insurer waives all rights of subrogation against the City, its elected or appointed officials, officers, employees, or agents.

(5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

(6) The insurance provided by this policy shall not be canceled except after thirty (30) days written notice has been mailed to the City and ten (10) days notice if cancellation is for nonpayment of premium.

c. Deductibles and Self-Insured Retentions. Consultant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and shall also be responsible for payment of any self-insured retentions. Any deductibles

or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to the City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Consultant agrees to ensure that the most current certification of insurance is on file with the City at all times during the term of this Agreement.

e. Imposition of Insurance Requirements. Provided the City gives its written consent for any persons other than Consultant to perform any part of the Services, Consultant agrees to require that all parties, including but not limited to subcontractors, architects, engineers or others with whom Consultant enters into contracts or whom Consultant hires or retains pursuant to or in any way related to the performance of this Agreement, provide the insurance coverage required herein, at minimum, and name as additional insureds the parties to this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section.

f. Maintain Coverages. In the event this Agreement is terminated for any reason prior to the completion of all obligations and requirements of this Agreement, Consultant agrees to maintain all coverages required herein until the City provides written authorization to terminate the coverages following the City's review and determination that all liability posed under this Agreement as to the party providing insurance has been eliminated.

g. Failure to Obtain Coverages. Without limiting the generality of the forgoing, Consultant agrees and acknowledges that if it fails to obtain all of the insurance required in this Agreement in accordance with the requirements herein, or to obtain and ensure that the coverage required herein is maintained by any subcontractors or others involved in any way with the performance of Services, to the extent such is permissible under this Agreement, Consultant shall be responsible for any losses, claims, suits, damages, defense obligations, or liability of any kind or nature attributable to the City or its officers, employees, servants, volunteers, agents and independent contractors; and all Services under this Agreement shall be discontinued immediately until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefor have been paid for a period satisfactory to City. Any failure to maintain

the required insurance, including insurance required of any subcontractors or others involved in any way with the Services, shall be sufficient cause for City to terminate this Agreement.

h. Broader Existing Coverage. In the event Consultant maintains insurance with broader coverage and/or limits of liability greater than those required herein, City requires and shall be entitled to the broader coverage and/or higher limits of liability maintained by Consultant. Any insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

i. Separate Obligation from Indemnity. The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify and hold the City harmless shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, sub-contractors, or anyone employed directly or indirectly by any of them.

j. Survival. The requirements set forth in Section 18f shall survive termination of this Agreement.

Section 19. NOTICES

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the City:

_____, _____
City of Rancho Mirage
69825 Highway 111
Rancho Mirage, CA 92270
Telephone: (760) _____
Facsimile: (760) _____
Email: _____

To Consultant:

Telephone: (_____) _____
Email: _____

b. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 20. DEFAULT; BREACH

a. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided, however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default within fifteen (15) calendar days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

b. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default of any party to this Agreement may remain uncured for more than fifteen (15) calendar days following written notice, as provided above, a material "breach" shall be deemed to have occurred. In the event of a material breach, the injured party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

e. In the event Consultant shall be in material breach of this Agreement, the City shall be permitted to suspend all payments to Consultant until such time that Consultant cures the breach to the City's satisfaction. Notwithstanding anything to the contrary, Consultant's failure to provide all insurance documents, certificates of insurance

and endorsements required of Consultant and as prescribed in Section 18 of this Agreement, by itself, shall be deemed a material breach of this Agreement without the need for the parties to engage in the notice and opportunity to cure process set forth in Subsections a, b and d of this Section 20.

Section 21. ENTIRE AGREEMENT

a. This Agreement supersedes any and all other agreements, either oral or written, between the City and Consultant with respect to the subject matter of this Agreement.

b. This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement.

c. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

Section 22. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both parties.

Section 23. ASSIGNMENT AND SUBCONTRACTING

a. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the written consent of the City.

b. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written consent of the City. If the City consents to such subcontract, Consultant shall be fully responsible to the City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as required by law.

Section 24. WAIVER

a. No waiver shall be binding, unless executed in writing by the party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

Section 25. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

Section 26. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

Section 27. LITIGATION EXPENSES AND ATTORNEYS' FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 28. EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument. Electronic signatures shall be deemed to constitute evidence of the Agreement having been executed.

Section 29. PROHIBITED INTERESTS

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

Section 30. EQUAL OPPORTUNITY EMPLOYMENT

Consultant represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant (“person”) for employment because of race; denial of family and medical care leave; religious creed (including religious dress and grooming practices); color; national origin (including language use restrictions); ancestry; physical disability or mental disability (including HIV and Aids); medical condition (cancer and genetic characteristics); genetic information; military or veteran status; marital status; gender, gender identity, and gender expression; sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding); age or sexual orientation. Unless otherwise permitted under the law, Consultant shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.

Section 31. TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

Section 32. PRINCIPAL REPRESENTATIVES

a. _____, is designated as Consultant's Principal Representative and is the person responsible for undertaking, managing and supervising the performance of all of the services set forth in the Scope of Services for this Agreement. Consultant's designated Principal Representative's experience, knowledge, capability and reputation were a substantial inducement for the City to enter into this Agreement, and as such, for the purposes of performing the Scope of Services of this Agreement, the duties of Consultant's designated Principal Representative shall not be reassigned, without the express written consent of both parties.

b. _____, _____, shall be the Principal Representative of the City for purposes of communicating with Consultant on any matter associated with the performance of the services set forth in this Agreement.

Section 33. NON-LIABILITY OF CITY'S OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Consultant or to its successor, or for any breach of any obligation of the terms of this Agreement.

Section 34. INTERPRETATION

This Agreement shall not be interpreted against either party on the grounds that one of the parties was solely responsible for preparing it or caused it to be prepared as both parties were involved in drafting it.

Section 35. PROTECTION AND CORRECTION OF WORK

a. Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work performed by Consultant, and the equipment, materials, papers and other components thereof to prevent losses or damages.

b. The performance of services by Consultant shall not relieve Consultant from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the City, when such inaccuracies are due to the fault of Consultant.

Section 36. CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 37. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 38. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Section 39. NO THIRD PARTY BENEFICIARIES

The parties do not intend the benefits of this Agreement to inure to any third party, nor shall any provision of this Agreement be so construed.

Section 40. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT

a. Each of the parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the parties hereto.

b. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

Section 41. CONSULTANT'S WORK PRODUCT; ASSIGNMENT OF RIGHTS; LIMITED LICENSE

a. As part of the Services, Consultant may produce, create, or otherwise develop work product, including but not limited to websites, applications, software, services, photographs, pictorials, graphics, audiovisual works, documents, images, audio, films, source code, reports, studies, documents, creative visual concepts, intellectual property, source code, any combination of the forgoing, and/or any other work

containing Intellectual Property Rights (as defined below) (collectively, "Work Product"). Consultant hereby perpetually, irrevocably and unconditionally assigns, conveys and transfers to City and its successors and assigns, any and all of Consultant's rights, title and interest in and to the Work Product and all components and parts that comprise the Work Product, including without limitation any and all Intellectual Property Rights, as defined below. Consultant hereby further perpetually, irrevocably and unconditionally assigns, transfers and conveys to City and its successors and assigns, all claims and rights to claims for past, present and future infringement or misappropriation of the Work Product. Included in such rights are all rights to sue for and to receive and recover all profits and damages accruing from infringement or past infringements and misappropriations. Without limiting the generality of the forgoing, City shall have the right to create derivative works, exclusively, in perpetuity, and worldwide, including all rights to enforce the same, including but not limited to, the right to sue and recover any sums now or hereafter due or payable with respect to any of the Work Product; all at no cost to City. As sole owner of the Work Product, City shall have the sole right to use the Work Product in any way it determines in its sole and absolute discretion without further compensation to Consultant or to any other party. City shall be the sole copyright owner of the Work Product. For purposes of this Agreement, "Intellectual Property Rights" shall include any and all rights in, arising out of, or associated with Work Product in any jurisdiction, including without limitation: rights in, arising out of, or associated with trademarks, including without limitation rights granted under the Lanham Act, and copyrights; rights in, arising out of, or associated with confidential information, including without limitation rights granted under the Uniform Trade Secrets act; and rights of attribution and integrity and other moral rights of any author.

b. City is hereby granted the right to use Consultant's name, likeness and biographical material, including any such logos, trademarks, or copyrights associated therewith, at no charge to City, in connection with the use, promotion and exploitation of any Work Product; provided, however, as sole owner of Work Product, City shall not be required to include any photo credit to Consultant, or otherwise reference Consultant in any way, in the use, promotion and exploitation of Work Product but may do so at City sole and absolute discretion.

c. Consultant will take all action and execute all documents as City may reasonably request to effectuate the transfer of the Work Product and the vesting of complete and exclusive ownership of the Work Product in City. In addition, Consultant will, at the request and sole cost and expense of City, but without additional compensation to Consultant, promptly sign, execute, make, and perform all such deeds, documents, acts, and things as City may reasonably require:

(i) to apply for, obtain, register, maintain and vest in the name of City alone (unless City otherwise directs) Intellectual Property Rights protection relating to any

or all of the Work Product in any country throughout the world, and when so obtained or vested, to renew and restore the same;

(ii) to defend any judicial, opposition, or other proceedings in respect of Intellectual Property Rights applications and any judicial, opposition, or other proceedings or petitions or applications for revocation of such Intellectual Property Rights; and

(iii) to assist City with the defense and enforcement of its rights in any registrations issuing from Intellectual Property Rights applications and in all Intellectual Property Rights protection in the Work Product.

d. Power of Attorney. In order to address circumstances where at any time City may be unable, for any reason, to secure Consultant's signature on any letters patent, copyright, or trademark assignments or applications for registrations, or other documents or filings pertaining to any or all of the Work Product, whether because of Consultant's unwillingness, or for any other reason whatsoever, Consultant hereby irrevocably designates and appoints City and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Consultant. This Section 5 shall survive in perpetuity.

e. Consultant hereby waives and agrees not to enforce any and all moral rights and personality rights, including, without limitation, rights of attribution, integrity, and disclosure that may hold in connection with the Work Product, if any, together with all claims for damages and other remedies asserted on the basis of moral rights. Additionally, Consultant hereby assigns, transfers, and conveys to City any and all such moral rights, to the fullest extent permitted by law.

f. Subject to prior written approval by both (1) City's Director of Marketing or his or her designee, and (2) City Manager or his or her designee, Consultant may use the Work Product for the limited purposes of illustrating and providing samples of Consultant's work in private demonstrations. By way of example, Consultant may use Work Product in resumes or for other private demonstrations for the purpose of providing potential clients of Consultant an example of Consultant's work, upon written approval of City. Consultant shall have no rights other than as expressly set forth herein. Notwithstanding the foregoing, City shall at all times remain the sole and exclusive owner of the Work Product and all rights contained therein. Consultant shall take action reasonably necessary to protect the confidentiality of the Work Product to prevent the possibility of unauthorized use or copying of the Work Product. Upon written approval of use of Work Product by City, in accordance with this Section, Consultant shall include in all such Work Product a copyright notice, approved as to form by City ("Copyright Notice"). Consultant

shall immediately notify City of any unauthorized use of the Work Project which Consultant knows or reasonably should have known.

g. Consultant further warrants that the Work Product does not contain any libelous material; infringe upon any trade name, trademark, or copyright; or invade or violate any right of privacy, personal right, or other common law or statutory right. Consultant hereby waives any right it may have to sue or otherwise pursue any action or claim against the City related in any way, either directly or indirectly, to the City's use of the Work Product in accordance with the terms of this agreement; and shall be free from material defect.

h. This Section shall survive termination and expiration of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF RANCHO MIRAGE

Isaiah Hagerman, City Manager

By Its: _____
(Title)

APPROVED AS TO CONTENT:

ATTEST:

Kristie Ramos, City Clerk

APPROVED AS TO FORM:

Colin D. Kirkpatrick, Assistant City
Attorney

AGREEMENT EXHIBIT "A"

**SCOPE OF SERVICES
SEE ATTACHED PROPOSAL**

DATED _____

AGREEMENT EXHIBIT "B"

**CERTIFICATE OF EXEMPTION
FROM WORKERS' COMPENSATION INSURANCE**

I certify that, in the performance of the work to be performed by _____,
for the City of Rancho Mirage, I shall not employ any person in any manner so as to
become subject to the workers' compensation laws of California, and agree that if I should
become subject to the workers' compensation provisions of the California Labor Code, I
shall forthwith comply with those provisions.

Name & Signature

Date: _____, 2022

RFP EXHIBIT “B”

ACKNOWLEDGEMENT OF INSURANCE ENDORSEMENTS

In recognition of _____ (“Company”) having submitted a proposal to the City of Rancho Mirage **Request for Proposals for Website Hosting, Security & Maintenance Services, dated May 9, 2022** (“RFP”), issued by the City of Rancho Mirage (“City”), and in further recognition that the City requires Company to comply with certain insurance requirements as set forth in Section 18 (“Insurance Provisions”) of the Agreement (which Agreement is defined in and made part of the RFP), I represent that I am authorized to sign on behalf of the insurance company listed below (“Insurer”), and by signing below, I acknowledge, warrant and represent that Insurer possesses the ability to, and if requested by Company, shall furnish all the insurance endorsements prescribed in the Insurance Provisions within thirty (30) days of contract award, as respecting worker’s compensation and/or commercial general liability and/or commercial vehicle liability insurance and/or professional liability [PLEASE CHECK ALL THAT APPLY].

Name of Insurer [Print]

Name, Title [Print]

Signature