

**CITY OF RANCHO MIRAGE**

**69825 HIGHWAY 111  
RANCHO MIRAGE, CA 92270  
(760) 324-4511**

**REQUEST FOR PROPOSALS  
FOR  
HEATING, VENTILATION, AND AIR CONDITIONING  
(HVAC) MAINTENANCE SERVICES**

**ISSUED:**

**JULY 6, 2022**

## TABLE OF CONTENTS

ANNOUNCEMENT.....	1
PROPOSALS/OFFER SUBMITTAL.....	1
SCOPE OF SERVICES.....	1
GENERAL INSTRUCTIONS FOR SUBMITTAL.....	14
PROPOSAL FORMAT AND CONTENT.....	17
PROPOSAL EVALUATION AND CONTRACT AWARD.....	19
EXHIBIT "A" (AGREEMENT FORM).....	22
EXHIBIT "B" (ACKNOWLEDGEMENT OF INSURANCE ENDORSEMENTS) ...	44

**CITY OF RANCHO MIRAGE**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**HEATING, VENTILATION, AND AIR CONDITIONING**  
**(HVAC) MAINTENANCE SERVICES**

**ANNOUNCEMENT**

The City of Rancho Mirage ("City") invites proposals from qualified, competent, knowledgeable, and experienced Heating, Ventilation and Air Conditioning ("HVAC") maintenance service companies that will provide full-service HVAC maintenance services and 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.

The work to be accomplished includes, in general terms, all aspects of HVAC maintenance services.

**PROPOSALS/OFFER SUBMITTAL**

Proposals will be accepted until **4:00 p.m. on AUGUST 3, 2022**, and each proposal must be submitted in a sealed envelope plainly marked on the outside **"SEALED BID FOR HVAC MAINTENANCE SERVICES - DO NOT OPEN WITH REGULAR MAIL"** and addressed to:

The City of Rancho Mirage  
Attn: Ryan Stendell, Director of Public Works  
69825 Highway 111  
Rancho Mirage, California 92270

**SCOPE OF SERVICES**

The selected firm shall provide to the City all services necessary to fulfill its duties and obligations under the Agreement which duties and obligations include but are not limited to, the following:

All aspects of HVAC maintenance services, which are generally comprised of preventative maintenance services, repair maintenance services, and automated controls support and maintenance.

The selected firm must provide prompt, courteous, and competent service. The selected firm's staff must provide service in a timely manner.

It is the intent of this scope of work and RFP to locate a qualified, reputable firm to provide ALL the maintenance and service needs and requirements for ALL the HVAC equipment and system located at ALL City owned property and buildings.

## **Preventative Maintenance Services**

The selected firm's service desk must be knowledgeable about service procedures and initiate the service transaction within 4 hours of receiving a service call. The service desk must be staffed adequately to provide efficient prompt services.

The selected firm shall perform as a minimum the preventative maintenance services described in Preventative Maintenance Schedule included in this RFP, and incorporated herein by this reference, pursuant to the schedule contained therein. Any additional equipment manufacturer recommendations not included are to be additionally included.

## **Repair Maintenance Services**

The selected firm shall provide repairs to all common mechanical and electrical systems as needed. The selected firm shall complete common repairs within twenty-four (24) hours and shall maintain a sufficient inventory of special parts to ensure minimum turn-around on non-common repairs.

Before beginning any repairs, the selected firm must prepare a written repair proposal and receive sign-off from the City's Streets & Fleet Manager. The repair order must identify the work to be performed, cost of labor, material cost, and material mark-up cost, and estimate the completion time and cost. The adding of additional costs for travel or fuel is not acceptable. Any additional work or cost beyond what is identified in the written repair order must be approved by the Streets & Fleet Manager. Each repair order must include:

- Work order number
- Date work performed
- Facility Location
- Scope of Work
- Estimated completion date
- Detailed type of service, hours, material used, and associated cost.
- Repair orders from sub-contractors, if any, containing the same information listed above and attached to the selected firm's repair order

After work is completed, a final invoice shall be provided to the City itemizing the final cost of the repairs. Final invoices shall refer to the facility and work proposal number. The selected firm shall ensure affected area is clean after each repair is complete.

The selected firm shall guarantee and warrant for a period of 180 days that all material furnished, and all services performed under the Agreement will be free from defects in material and workmanship and will conform to the requirements of the Agreement. The selected firm must remedy all defects at its sole expense within twenty-four (24) hours after notification by the City.

The selected firm shall serve as the prime contractor in the event sub-contractors are used for any work or other repairs or service not provided by the selected firm. The selected firm shall assume full responsibility for the work of any and all sub-contractors. The cost for sub-contracted services shall be the amount of the sub-contractor's invoice for the services performed, or the contract price, whichever is less.

## Scheduling of Services

The Streets & Fleet Manager shall be the primary representative of the City. To aid the selected firm in the performance of the Agreement, the City shall provide the selected firm with the contact information for other appropriate City staff.

The selected firm shall designate a representative to serve as the primary contact for daily communication with City staff regarding HVAC Maintenance scheduling and for providing updates on undergoing service.

To schedule service of normal routine maintenance, or to receive updates on HVAC Systems undergoing service, the Streets & Fleet Manager or its designated representative shall contact the selected firm between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. The selected firm shall provide accurate and prompt responses to requests for information, and shall include:

1. Description of any and all repairs and costs.
2. Estimated time for completion of any HVAC System currently being serviced.

## PLANNED MAINTENANCE

### PROPERTIES:

1. City Hall (69-825 Hwy 111)
2. Library (71-100 Hwy 111)
3. Observatory (71-100 Hwy 111)
4. Corporate Yard Buildings (72-201 Manufacturing Way)
  - a. Main Building
  - b. Traffic Signal Shop
  - c. Warehouse
5. Fire Station #50 (70-800 Hwy 111)
6. Fire Station #69 (71-751 Gerald Ford Dr.)
7. Rancho Mirage Community Park Amphitheater (71-560 San Jacinto Dr.)

### EQUIPMENT:

Reference attached: Equipment and Filter inventory.

### PLANNED MAINTENANCE SERVICES PROVIDED:

Regularly inspect the equipment on a monthly basis. All per the attachment titled "HVAC Maintenance" Furnish City with a completed copy of the service mechanic's report indicating what repairs are necessary, if any, resulting from each monthly inspection. Copy of maintenance sign-in sheet and work performed is to be maintained and up to date at all equipment locations. All maintenance and service to be performed per manufactures specifications and recommendation. City will provide water treatment at City Hall and the Library through a separate contracted vendor.

## **RANCHO MIRAGE LIBRARY AND OBSERVATORY:**

Services to be performed during the Rancho Mirage Writers Festival at the Rancho Mirage Library and Observatory:

- Ensure equipment is working properly before doors open at 7:00 a.m. each day
- Monitor HVAC equipment regularly throughout festival
- Be proactive should a problem arise
- Walk throughout festival rooms to determine if adjustments are needed (Library Management to help with this determination)

Service provider shall provide an HVAC technician for 3 days and a total of 10 hours each day (30 hours total).

During the Rancho Mirage Writers Festival, the services performed shall be for a minimum of three (3) days, between the hours of 6:00 a.m. to 4:00 p.m. (subject to change):

Monthly maintenance for the month of January shall be completed the week prior to the festival dates to ensure the festival is prepared for the following weeks festivities and ensure all equipment is working properly. The dates for the 2023 festival are February 1, 2023, through February 3, 2023, and are subject to change at the festival's sole and absolute discretion.

## **City Hall and Library HVAC building automation system:**

The scope of services for HVAC building automation outlined below should be referred to as a guide rather than a limit of duties or obligations, is to provide a comprehensive DDC Controls Technical Support and Maintenance Program as describe herein.

- Clean control panels and verify the ambient temperature within the panels is not extreme.
- Verify electrical connection in the panels are secure and not loose.
- Evaluate device communication network and provide labor to tune network parameters to improve network traffic.
- Check and verify that all controllers are online, and their programs are intact and running properly.
- Check for disabled points and programs and identify the reason and source of disabling.
- Maintain the system graphical displays.
- Perform software maintenance, file maintenance and database backup (on-site and remote).
- Check for remove conditions or situations that reduce system optimization.
- Review historical logs to determine control effectiveness and efficiency.
- Field sensor (Temperature, Humidity, Pressure, Flow, Etc.) accuracy verification and calibration based on spot checks.
- Perform hardware communication tests to determine functional verification of proper and constant digital communication.
- Evaluate program control loops and implement modifications and tuning in and effort to enhance performance.
- Provide supplemental training for system users and operators.

- Address issues and problems discovered between visits that have been recorded in an onsite trouble log.
- Implement free software system upgrades when these upgrades are released by the manufacture.
- Test equipment (Chillers, Pumps, Etc.) operational sequence at each maintenance visit.
- A report will be completed and submitted to the city after each preventative maintenance visit.
- The equipment to be serviced but no limited to the following:
  - Workstation & Server (Database and Software only)
  - Network (Main) Controllers (Includes Program Operations & Software)
  - Field Application Specific Controllers and/or Advanced Application controllers (includes Program operation and Software)
  - Associated Peripherals (Sensors, Relays, Etc.)
- Provide recommendations to the city regarding potential modification of the existing operating hardware and software to enhance system performance and increase efficiency. The city will also be appraised of any control system hardware or software upgrades which may be beneficial to the system operations.
- Technicians shall be available for extra calls daily, five (5) days per week, Monday through Friday. Standard Hours are 7:00 am to 4:00 pm Monday through Friday.
- Provide onsite City Hall four (4) eight (8) hour visits per year. Provide onsite Library four (4) eight (8) hour visits per year. No remote services are to be deducted from the onsite hours. Remote services are on an as needed basis not to exceed \$2,000 per year technician will need to call the onsite operator for time accounting of each remote session.
- Typical response time to an after-hours request is within four (2) hours.

**CONTRACT SERVICE EXCLUSIONS:**

Repair work related to enclosures and ductwork; water supply, drainage, and electrical service beyond maintained equipment; moving or relocating equipment; repair work made necessary by unexpected freezing weather; and work made necessary by the enforcement of building codes.

**HVAC PREVENTATIVE MAINTENANCE SCHEDULE**

**City Hall – 69-825 Highway 111**

- Provide and install filters monthly in the air handlers
- Provide bi-monthly service to the “Carrier” chiller and standby Raypak chiller
- Provide quarterly service to pumps, oilers, air handlers, fresh air fans, split systems, Daikin pump
- Provide semi-annual service to standby chiller, tower, boiler, and pumps.
- Provide semi-annual service and testing of the variable frequency drives vfd’s
- Provide maintenance and support as required for Distech Automated Controls System
- Provide monthly service to primary cooling tower, boiler, pumps, and chiller
- Provide quarterly service, maintenance, and monthly inspections of ice machine
- Provide annual service to Carrier chiller and standby Raypak chiller

**Library – 71-100 Highway 111**

- Provide monthly service to the cooling tower and roof top air handlers
- Provide and install pre-filters bi-monthly in the roof top air handlers
- Provide monthly service to the “Smardt” chiller
- Provide quarterly service to pumps, oilers, air handlers, fresh air fans, split system
- Provide annual service to “Smardt” chiller
- Provide semi-annual service and testing to the variable frequency drives vfd’s
- Provide maintenance and support as required for Distech Automated Controls System
- Provide and install final filters semi-annually to roof top air handlers.
- Provide quarterly service, maintenance, and monthly inspections of ice machine

**Observatory- 71-100 HIGHWAY 111**

- Provide and install filters quarterly to all package A/C Units
- Provide quarterly service to all package a/c units, and exhaust fans

**City Maintenance Yard – 72-201 Manufacturing Road, Thousand Palms**

- Provide and install filters monthly to all package A/C Units
- Provide monthly service to all package a/c units, and exhaust fans
- Provide and install semi-annually cooling pads for all evaporative coolers. Winterize November to April
- Provide quarterly service, maintenance, and monthly inspections of ice machine

**Fire Station #50 – 70-800 Highway 111**

- Provide and install filters quarterly to all package A/C Units
- Provide quarterly service to all package a/c units, and exhaust fans
- Provide quarterly service, maintenance, and monthly inspections of ice machine

**Fire Station #69 – 71-751 Gerald Ford**

- Provide and install filters monthly to all package A/C Units
- Provide monthly service to all package a/c units, and exhaust fans
- Provide quarterly service, maintenance, and monthly inspections of ice machine

**Rancho Mirage Community Park Amphitheater -San Jacinto**

- Provide quarterly service exhaust fans, split systems
- Provide quarterly service window a/c unit
- Provide quarterly service, maintenance, and monthly inspections of ice machine



## CITY OF RANCHO MIRAGE HVAC EQUIPMENT SCHEDULE

QTY	MANUFACTURER	TYPE	MODEL/SIZE
		<b>CITY HALL</b>	
1	CARRIER	CHILLER	30HXC146R2-540AA
2	CARRIER	COMPRESSORS	06NW2250X7NA-A00
2	WEG	CHILLED WATER PUMPS	01518ET3E254T
1	BAC	TOWER	XES15E-1285-06HN
1	WEG	TOWER FAN MOTOR	FIELD VERIFY
2	BALDOR/PACO	CONDENSER WATER PUMPS	VEJMM37714T
1	RAYPAK	BOILER	H7-0700A
2	ARMSTRONG	HOT WATER PUMPS	1.5X1X8 4280 / 4001516-083
9	TRANE	FAN COILS	FIELD VERIFY
1	CARRIER	FAN COIL	FIELD VERIFY
1	MCQUAY	STAND-BY CHILLER	WHRQ50D-W
1	BAC	STAND-BY TOWER	VTO-52-JCR
1	BALDOR	STAND-BY TOWER FAN MOTOR	FIELD VERIFY
2	PACO	STAND-BY CONDENSER WATER PUMPS	FIELD VERIFY
2	PACO	STAND-BY CHILLED WATER PUMPS	11-15705-133201-2562
1	BRYAN	STAND-BY BOILER	F350-W-G1
1	BALDOR	STAND-BY HOT WATER PUMP	FIELD VERIFY
1	MCQUAY	AIR HANDLER UNIT #1	MSL114DB
1	MCQUAY	AIR HANDLER UNIT #2	MSL-1220V
1	CARRIER	AIR HANDLER UNIT MULTIZONE	FIELD VERIFY
3	SIEMENS	VARIABLE FREQUENCY DRIVES	FIELD VERIFY
4	ABB	VARIABLE FREQUENCY DRIVES	FIELD VERIFY
3	TOSHIBA	VARIABLE FREQUENCY DRIVES	FIELD VERIFY
2	FUJITSU	IT SPLIT SYSTEM	38EH024300
1	DISTECH	VAV JACE	EC-BOS-8
1	VYKON	CENTRAL PLANT JACE	NIAGARA FRAMEWORK
1	VYKON	MULTIZONE JACE	
2	HONEYWELL	VAV CONTROLLER	SPYDER
1	DISTECH	VAV CONTROLLER	
52	STAEFA	VAV / FC CONTROLLERS	TALON
1	DIAKIN	WATER SOURCE HEAT PUMP	FIELD VERIFY
1	DAIKIN	AV BOOTH SPLIT SYSTEM	MSZ-GL24NA
1	ICE O MATIC	ICE MACHINE	
2	COOK	EXHAUST FANS	FIELD VERIFY
3	EXITAIRE	EXHAUST FANS	FIELD VERIFY
3	ELKAY	DRINKING FOUNTAINS	ENLZS8WS_1F
		<b>LIBRARY</b>	
1	SMARDT	CHILLER -150 TON	SWA044-28G2-32N
2	TURBOCOR	COMPRESSORS	TT300-G2-1-ST-C-O-NC
1	MARLEY	COOLING TOWER	252047-A1
1	PEP	SAND FILTER	QACTE0600-110-R600
2	RAYPAK	BOILERS	FIELD VERIFY

2	BALDOR	CHILLED WATER PUMPS	EM3311T
---	--------	---------------------	---------

2	BALDOR	CONDENSER WATER PUMPS	EM3311T
1	ENERGY LABS	AIR HANDLER #1	C5781-FC-L
1	ENERGY LABS	AIR HANDLER #2	C7797-FC-L
1	ENERGY LABS	AIR HANDLER #3	FIELD VERIFY
1	ENERGY LABS	AIR HANDLER #4	C328-FC-L
7	COOK	EXHAUST FANS	FIELD VERIFY
1	CONTINENTAL	EXHAUST FAN	AXC 200B
2	CARRIER	FAN COILS	FIELD VERIFY
1	MCQUAY	FAN COIL	FCZH1S20
2	CARRIER	CONDENSING UNITS	FIELD VERIFY
4	DANFOSS	VARIABLE FREQUENCY DRIVES	FIELD VERIFY
4	ABB	VARIABLE FREQUENCY DRIVES	FIELD VERIFY
1	LEESON	PEP FILTER PUMP	C6T34FC22G
3	ELKAY	DRINKING FOUNTAINS	ENLZSTL8WS_1G
1	HOSHIZAKI	ICE MAKER	
1	DISTECH	CENTRAL PLANT JACE	ECLYPSE
1	DISTECH	CONTROLS JACE	ECLYPSE
4	DISTECH	VAV CONTROLLERS	
48	STAEFA	VAV/FC CONTROLLERS	TALON
		<b>OBSERVATORY</b>	
1	mitsubishi	3 TON A/C UNIT	PAV-A36AA7.MX
1	FUJITSU	2.5 TON CONDENSER AND MINI SPLIT A/C	AOU30RLXB
1	MITSUBISHI	3 TON HEAT PUMP MINI SPLIT DUCTLESS A/C	PUZ-A36NKA7
1	COOK	OBSERVATORY EXHAUST SYSTEM	245 SQN 245SQN-B
		<b>CITY MAINTENANCE YARD - THOUSAND PALMS</b>	
4	ARES	EVAP.COOLER/HEATER - MAIN BLDG.	RC2HE1F
4	COOK	WAREHOUSE EXHAUST FANS	48X48GR
1	COOK	EXHAUST FAN - MAIN BLDG.	100ACEM
1	COOK	EXHAUST FAN - MAIN BLDG.	90ACEM
1	COOK	EXHAUST FAN - MAIN BLDG.	70ACEM
1	LENNOX	PACKAGE UNIT - MAIN BUILDING	LGA090H2BH
4	LENNOX	PACKAGE UNIT - MAIN BUILDING	LGA36H2BS
2	LENNOX	PACKAGE UNIT - MAIN BUILDING	LGA048H2BS
3	AERO COOL 2	SWAMP COOLERS - WAREHOUSE	---
1	YORK	PACKAGE UNIT - TRAFFIC SIGNAL OFFICE	EGC024
1	COOK	EXHAUST FAN WAREHOUSE	---
1	ICE O MATIC	ICEMAKER	ICE520HA
		<b>FIRE STATION #50</b>	
1	LENNOX	A/C AIR HANDLER	LC48/60Z9XG
2	LENNOX	A/C AIR HANDLER	LC42/60Z9CG
3	LENNOX	CONDENSER	3-XC 16-060-230-05
1	ICE O MATIC	ICE MAKER	ICE0502HA5
1	DAIKIN	14 TON 460V VRV IV X HP	RXYQ168XAYDA
1	DAIKIN	3.0 TON 4-WAY BLOW CEILING SUSPENDED	FXUQ36PVJU
2	DAIKIN	5.0 TON MULTI POSITION AIR HANDLING UNIT	FXTQ60TAVJUA
		<b>FIRE STATION #69</b>	

2	PAYNE	ROOF-TOP PACKAGE UNITS	PY3PGAA48090N
---	-------	------------------------	---------------

1	MASTER COOL	EVAP. COOLER	HC64E
1	MASTER COOL	EVAP. COOLER	CHC641E
1	ICE O MATIC	ICE MAKER	ICEU220
3	PANASONIC	MINI SPLIT SYSTEM	---
1	FIELD VERIFY	EXHAUST FAN - BAY AREA	---
<b>RANCHO MIRAGE COMMUNITY PARK AMPHITHEATER</b>			
1	PANASONIC	HEAT PUMP SPLIT AIR SYSTEM	CU-KE36NKU
3	PANASONIC	HEAT PUMP SPLIT AIR SYSTEM	CU-4KE24NBU
1	ICE O MATIC	ICE MAKER	ICEE0250

### CITY OF RANCHO MIRAGE HVAC EQUIPMENT SCHEDULE FILTER LIST

QTY	UNITS	SIZE	TYPE	CHANGES/ YEAR
<b>CITY HALL</b>				
10	AHU-1	16X25X2	PLEATED	MONTHLY
12	AHU-2	16X25X2	PLEATED	MONTHLY
15	MZ-A	16X25X2	PLEATED	MONTHLY
2	BASEMENT FC	16X25X2	PLEATED	MONTHLY
12	FC 1-4 (3EA)	16X25X1	PLEATED	MONTHLY
2	FC 5-6 (1EA)	12X24X1	PLEATED	MONTHLY
2	FC 7	16X20X1	PLEATED	MONTHLY
2	FC 8-9 (1EA)	10X24X1	PLEATED	MONTHLY
1	RAYPAK BOILER	12X12X1	PLEATED	QUARTERLY
1	DIAKIN	10X24X1	PLEATED	QUARTERLY
3	ELKAY FOUNTAINS	51300C	CARBON	ANNUAL
1	ICE MAKER	FIELD VERIFY	FIELD VERIFY	FIELD VERIFY
<b>LIBRARY</b>				
6	AHU-1	24X24X2	PLEATED	MONTHLY
5	AHU-1	12X24X2	PLEATED	MONTHLY
9	AHU-2	24X24X2	PLEATED	MONTHLY
3	AHU-2	12X24X2	PLEATED	MONTHLY
4	AHU-3	24X24X2	PLEATED	MONTHLY
6	AHU-4	24X24X2	PLEATED	MONTHLY
2	RAYPAK BOILER	12X12X1	PLEATED	MONTHLY
6	AHU-1	24X24X2	90-95% RIGAFLOW	ANNUAL
5	AHU-1	12X24X2	90-95% RIGAFLOW	ANNUAL
9	AHU-2	24X24X2	90-95% RIGAFLOW	ANNUAL
3	AHU-2	12X24X2	90-95% RIGAFLOW	ANNUAL
4	AHU-3	24X24X2	90-95% RIGAFLOW	ANNUAL
6	AHU-4	24X24X2	90-95% RIGAFLOW	ANNUAL
3	ELKAY FOUNTAINS	FIELD VERIFY	FIELD VERIFY	ANNUAL
1	ICE MAKER	FIELD VERIFY	FIELD VERIFY	FIELD VERIFY
<b>OBSERVATORY</b>				

1	A/C UNIT	20X25X1	PLEATED	MONTHLY
2	DUCTLESS SPLIT UNITS 1-2	FIELD VERIFY	WASHABLE	MONTHLY
<b>FIRESTATION 50</b>				
3	A/C UNITS 1-3	20X25X1	PLEATED	QUARTERLY
1	ICE MAKER	FIELD VERIFY	FIELD VERIFY	FIELD VERIFY
<b>FIRESTATION 69</b>				
2	A/C UNITS	20X24X2	PLEATED	QUARTERLY
2	SWAMP COOLER		MEDIA	5 YEARS OR AS NEEDED
3	DUCTLESS SPLIT UNITS		WASHABLE	QUARTERLY
1	ICE MAKER	FIELD VERIFY	FIELD VERIFY	FIELD VERIFY
<b>CITY MAINTENANCE YARD</b>				
12	A/C UNITS 1-6 (2EA)	16X25X2		MONTHLY
4	A/C UNIT 7	18X24X2		MONTHLY
4	SWAMP COOLER	16X16X1		SEASONAL
4	SWAMP COOLER	20X20X1		SEASONAL
1	TRAFFIC BUILDING	14X20X1		MONTHLY
1	ICE MAKER	FIELD VERIFY	FIELD VERIFY	FIELD VERIFY
<b>COMMUNITY PARK</b>				
<b>AMPHITHEATER</b>				
6	DUCTLESS SPLIT UNITS 1-3		WASHABLE	QUARTERLY
1	DUCTLESS SPLIT UNIT 4		WASHABLE	QUARTERLY
1	ICE MAKER	FIELD VERIFY	FIELD VERIFY	FIELD VERIFY

**SCHEDULE OF COMPENSATION  
FOR PREVENTATIVE MAINTENANCE SERVICES**

**SEE ATTACHED**

**SCHEDULE OF COMPENSATION  
FOR PREVENTATIVE MAINTENANCE SERVICES**

	<b>FACILITY</b>	<b>ADDRESS</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
<b>1</b>	City Hall	69-825 Hwy 111	\$	\$
<b>2</b>	Library	71-100 Hwy 111		
<b>3</b>	Observatory	71-100 Hwy 111		
<b>4</b>	City Maintenance Yard	72-201 Manufacturing Road		
<b>5</b>	Community Park Amphitheater	71-560 Jacinto Dr.		
<b>6</b>	Fire Station #50	70-800 Hwy 111		
<b>7</b>	Fire Station #69	71-751 Gerald Ford Drive		
<b>TOTAL COST FOR TERM OF CONTRACT</b>			<b>\$</b>	<b>\$</b>
<b>8</b>	Mark-Up for Parts Under \$99		%	
<b>9</b>	Mark-Up for Parts Between \$100 to \$499		%	
<b>10</b>	Mark-Up for Parts Between \$500 to \$999		%	
<b>11</b>	Mark-Up for Parts Over \$1000			
			<b>Regular</b>	<b>Overtime</b>
<b>12</b>	Labor Rate for Technicians for Additional Services		\$	\$

**GENERAL INSTRUCTIONS FOR SUBMITTAL**

A. Proposal Submittal

The proposer shall submit one (1) original and three (3) copies by **4:00 p.m. (Pacific Standard Time), AUGUST 3, 2022**, to:

The City of Rancho Mirage



Attn: Ryan Stendell, Director of Public Works  
69825 Highway 111  
Rancho Mirage, California 92270

B. Due Date and Time

Proposals submitted after **4:00 p.m. on AUGUST 3, 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, "**SEALED BID FOR HVAC MAINTENANCE SERVICES - DO NOT OPEN WITH REGULAR MAIL.**" Failure of the proposer to properly identify the sealed envelope proposal 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 4:00 p.m. on JULY 20, 2022** ("Addenda Due Date"), and must be submitted via the following approved written methods addressed to Ryan Stendell, Director of Public Works:

1. At [ryans@RanchoMirageCA.gov](mailto:ryans@RanchoMirageCA.gov), or
2. Via fax to (760) 770-3261, or
3. Via mail, as long as the correspondence is received, and date stamped by the City on or prior to the Addenda Due Date.

Any questions raised verbally 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, in substantially the same form as the form attached hereto as **Exhibit "A."**

G. Prevailing Wages

The selected firm shall be required to pay prevailing wages in accordance with the State Labor Code, as set forth in more detail in the attached agreement in Exhibit "A". Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Department of Industrial Relations will be required.

H. Notice Regarding Registration with Department of Industrial Relations

1. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

## I. 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 15 through Section 19 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.

### 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 HVAC maintenance services work, similar to the work required in this RFP.
2. 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.

3. 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.
4. Certify that the firm is not debarred, suspended, or otherwise declared ineligible to contract with any other federal, state, or local public agency.
5. Provide a list of business clients to which your firm is currently providing, or has recently provided, HVAC maintenance services. Include company names, beginning/end dates of contracts, and names, titles, and telephone numbers the City can contact as references for your firm.
6. 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, and anticipated hours to be worked per week. 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 that the proposer understands 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 experience with City's HVAC Control System and how you will support it, both programmatically and on-going maintenance.

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 HVAC maintenance service fees. The total cost should also include the cost associated with any and all required insurance coverages and performance security.
3. For all staff declared in the organizational chart, provide a schedule of hourly labor rates.
4. The City is seeking quotes for up to four (4) years. The Agreement entered into between the selected HVAC maintenance company and the City shall be for a term of one (1) year and shall automatically renew each year for an additional one (1) year term, up to a maximum of three (3) additional years. The Agreement will not renew if (i) either party shall give written notice to the other party of its intention not to renew at least sixty (60) calendar days prior to the expiration of the Agreement term or any extended term thereof, or (ii) the City does not appropriate the required funds to support renewal of the Agreement for any renewal year.

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 listed below.

1. Cost and price
2. Work plan
3. Qualification and experience of proposer
4. Experience/Ability to provide support for Honeywell Niagara HVAC Controls

5. Staffing and organization
6. Conformance with this RFP
7. 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
8. Any other criteria determined by the City

Upon selection of the most qualified proposer, the City may require the finalist 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 Contractor as agents and employees of Contractor, and not as agents or employees of City. Contractor 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 Contractor 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.

E:\Shared\RNCH\0008-09 General Matters\DOC\6319 - RFP HVAC Maintenance Services (07-05-2022).docx

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**EXHIBIT "A"**  
**SERVICE PROVIDER AGREEMENT**  
**BY AND BETWEEN**  
**THE CITY OF RANCHO MIRAGE**  
**AND**

---

THIS SERVICE PROVIDER AGREEMENT (hereinafter, the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Rancho Mirage, a municipal corporation located in the County of Riverside, State of California, hereinafter referred to as the "City," and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Service Provider."

**RECITALS:**

**WHEREAS**, the City desires to enter into an agreement for services pertaining to \_\_\_\_\_ (hereinafter, the "Services"); and

**WHEREAS**, the City desires to retain the services of a qualified service provider to provide the Services on an independent contractor's basis; and

**WHEREAS**, this Agreement was awarded pursuant to that certain Request for Proposals dated July 6, 2022 (the "RFP"), incorporated herein by this reference

**NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, 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, EXTRA WORK**

a.     Service Provider shall perform the Services specifically described in the Scope of Services, attached hereto and incorporated herein by this reference as Exhibit "A" and as set forth in the RFP. In the event any conflict exists between this Agreement minus the Scope of Services, on the one hand, and the Scope of Services, on the other



hand, the former shall supersede. In the event any conflict exists between the Scope of Services, on the one hand, and the RFP, on the other hand, the former shall supersede.

b. At any time during the term of this Agreement, the City may request that Service Provider 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. Service Provider shall not perform, nor be compensated for, Extra Work without written authorization from the City.

**Section 3. TERM**

Service Provider shall perform those services set forth in the Scope of Services during the term of this Agreement, which shall commence as of \_\_\_\_\_, 2022 and expire \_\_\_\_\_, 20\_\_\_\_.

b. The Agreement term shall automatically renew for three (3) additional one (1) year terms unless (i) either party shall give written notice to the other party of its intention not to renew at least sixty (60) calendar days prior to the expiration of the Agreement term or any extended term thereof, or (ii) the City does not appropriate the required funds to support renewal of this Agreement.

**Section 4. COMPENSATION**

Service Provider shall be paid compensation not to exceed \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_) for the services rendered by Service Provider pursuant to this Agreement.

**Section 5. METHOD OF PAYMENT**

a. Service Provider shall invoice the City for the performance of the services under this Agreement in the amount agreed upon by the parties herein.

b. Service Provider shall be paid the amount specified in the invoice within 30 days of receipt by the City, 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.

**Section 6. INDEPENDENT CONTRACTOR'S STATUS**

Service Provider shall at all times during the term of this Agreement perform the services described in this Agreement as an independent contractor, and hereby waives any claims for any compensation or benefits afforded to City employees and not to independent contractors.

**Section 7.                  CIVIL CODE SECTION 1542 WAIVER**

Service Provider 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. Service Provider 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 8.                  REPRESENTATIONS AND ACKNOWLEDGMENTS  
REGARDING INDEPENDENT CONTRACTOR’S STATUS  
OF SERVICE PROVIDER**

a. Service Provider represents and acknowledges the following:

(1) The City is not required to provide any training or legal counsel to Service Provider or its employees in order for Service Provider 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, or tools.

(4) Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with Service Provider 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 Service Provider to perform the services described in this Agreement.

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

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

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

(4) Service Provider 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.

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

(6) Service Provider is not required to perform the services set forth in this Agreement in any particular order or sequence.

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

**Section 9. NOT AGENT OF THE CITY**

a. Nothing contained in this Agreement shall be deemed, construed, or represented by the City or Service Provider or by any third person to create the relationship of principal and agent.

b. Service Provider shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent, nor shall Service Provider have any authority, express or implied, to bind the City to any obligation whatsoever.

**Section 10.            WARRANTY**

Service Provider 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.

**Section 11.            FAMILIARITY WITH WORK**

a.     By executing this Agreement, Service Provider 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.

b.     Should Service Provider 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 Service Provider's risk until written instructions are received from the City Manager or his or her designee.

**Section 12.            EQUAL OPPORTUNITY EMPLOYMENT**

Service Provider 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, Service Provider 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 13.            CONFLICTS OF INTEREST**

Service Provider covenants that it does not have any interest, nor shall it acquire an interest, directly or indirectly, which would conflict in any manner with the performance of Service Provider's services under this Agreement. In the event the City officially determines that Service Provider must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests,

Service Provider shall file the subject Form 700 with the City Clerk's Office pursuant to the written instructions provided by the Office of the City Clerk.

**Section 14.                  COMPLIANCE WITH LAWS; LICENSING AND PERMIT REQUIREMENTS**

a.      Service Provider shall comply with all local, state, and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Service Provider and/or its employees, officers, or board members.

b.      Service Provider 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 business license.

**Section 15.                  INSURANCE REQUIREMENTS**

a.      Service Provider shall procure and maintain at its own expense, during the term of this Agreement, comprehensive general liability insurance 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, for bodily injury, personal injury, death, loss or damage resulting from the wrongful or negligent acts by the Service Provider or its officers, employees, servants, volunteers and agents and independent contractors. Service Provider shall provide insurance on an occurrence, not claims-made basis. Service Provider acknowledges and agrees that, for purposes of clarification with the intention of avoiding gaps in coverage with any umbrella or excess insurance, 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.

b.      Service Provider shall further procure and maintain at its own expense, until completion of performance and acceptance by the City, commercial vehicle liability insurance covering personal injury and property damage, 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, covering any vehicle utilized by Service Provider or its officers, employees, servants, volunteers and agents and independent contractors in performing the services required by this Agreement.

c.      Service Provider agrees to require that all parties, including but not limited to subcontractors, architects, engineers, or others with whom Service Provider enters into contracts or whom Service Provider 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. Service

Provider 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.

d. In the event this Agreement is terminated for any reason prior to the completion of all obligations and requirements of this Agreement, Service Provider 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.

e. Service Provider 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.

f. In the event Service Provider 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 Service Provider. Any insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

g. The fact that insurance is obtained by Service Provider shall not be deemed to release or diminish the liability of Service Provider, 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 Service Provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Service Provider, its principals, officers, agents, employees, persons under the supervision of Service Provider, vendors, suppliers, invitees, sub-contractors, or anyone employed directly or indirectly by any of them.

h. Without limiting the generality of the forgoing, Service Provider 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 Services, Service Provider 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.

i. The requirements set forth in Section 15d shall survive termination of this Agreement.

**Section 16. WORKERS' COMPENSATION INSURANCE**

a. Service Provider shall procure and maintain at its own expense, during the term of this Agreement, workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law.

b. If any class of employees employed by the Service Provider pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Service Provider shall provide adequate insurance for the protection of such employees to the satisfaction of the City. This provision shall not apply if Service Provider has no employees performing work under this Agreement. If the Service Provider has no employees for the purposes of this Agreement, Service Provider shall sign the Certificate of Exemption from Worker's Compensation Insurance, attached hereto and incorporated herein by this reference as Exhibit "B." Service Provider 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 with the Services to do the same.

**Section 17. ADDITIONAL NAMED INSURED**

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation, 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 Service Provider, 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.

**Section 18. WAIVER OF SUBROGATION RIGHTS**

Service Provider shall require the carriers of all required insurance policies to waive all rights of subrogation against the City and its officers, volunteers, employees, contractors, agents, and subcontractors.

**Section 19. INSURANCE DOCUMENTATION**

a. Service Provider shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the policies of insurance required by this Agreement and furnish to the City certificates of said insurance with original endorsements on or before the commencement of the term of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

b. Each policy required herein must be endorsed to provide that the policy shall not be cancelled or reduced in coverage by either party (except by paid claims) unless the insurer has provided the City with 30 days prior written notice of cancellation or reduction in coverage.

c. With the exception of workers' compensation, all insurance policies required to be provided by Service Provider or any other party must be endorsed to provide that the policies shall apply on a primary and noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained or available to the City, and its officers, employees, servants, volunteers, agents, and independent contractors.

**Section 20. TERMINATION OR SUSPENSION**

a. This Agreement may be terminated or suspended without cause by either party at any time provided that the respective party provides the other party at least thirty (30) business days written notice of such termination or suspension.

b. This Agreement may be terminated or suspended with cause by either party at any time provided that the respective party provides the other party at least ten (10) business days' written notice of such termination or suspension.

c. In the event of a termination of this Agreement under this section, Service Provider shall provide all documents, reports, data, or other work product developed in performance of the Scope of Services of this Agreement to the City, within ten (10) calendar days of such termination and without additional charge to the City. For purposes of this Section, the City Manager shall have the authority to take action on behalf of the City.

d. Neither Party will be held liable for failure to fulfill its obligations hereunder if such failure is due to a Force Majeure Event. A "Force Majeure Event" means, but is not limited to, an act of war; domestic and/or international terrorism; civil riots or rebellions; quarantines, pandemics or epidemics; embargoes, state or national states of emergencies, and other similar unusual governmental actions; or extraordinary elements of nature or acts of God; provided that such Force Majeure Event is beyond the excused



Party's reasonable control, occurs without the excused Party's fault or negligence, is not caused directly or indirectly by the excused Party and could not have been prevented or avoided by the excused Party's reasonable diligence.

**Section 21.                    TIME OF THE ESSENCE**

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

**Section 22.                    INDEMNIFICATION**

a.        Service Provider 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 and expenses in connection therewith), arising out of the performance of this Agreement, 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 Service Provider 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 15.g., any applicable insurance policy limits do not act as a limitation upon the amount of indemnification to be provided by Service Provider.

c.        Notwithstanding the provisions of subsections a. and b. of this section, Service Provider 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 Service Provider'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 Service Provider's control, or for which Service Provider is without fault.

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

**Section 23.                    BOOKS AND RECORDS**

a.        Service Provider 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 Service Provider pursuant to this Agreement.

b. Service Provider 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 City Hall, when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Service Provider'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 Service Provider'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 City Hall. Access to such records and documents shall be granted to any party authorized by Service Provider, Service Provider's representatives, or Service Provider's successor-in-interest.

**Section 24. OWNERSHIP OF DOCUMENTS**

All plans, studies, documents, and other writings prepared by and for Service Provider, 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 Service Provider for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Service Provider or to any other party. Service Provider shall, at their expense, provide such reports, plans, studies, documents, and other writings to the City upon written request.

**Section 25. 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 Service Provider in connection with the performance of this Agreement shall be held confidential by Service Provider. Such materials shall not, without prior written consent of the City, be used by

Service Provider 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 Service Provider which is otherwise known to Service Provider or is generally known, or has become known, to the related industry shall be deemed confidential.

b. Service Provider shall not use the City's insignia or photographs relating to the project for which Service Provider's services are rendered, or any publicity pertaining to the Service Provider'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 26.                    MODIFICATIONS AND AMENDMENTS**

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

**Section 27.                    BACKGROUND CHECKS**

At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of Service Provider's personnel who perform work required in the Scope of Services, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of where the Services will be rendered or City Hall. If the City makes a reasonable determination that any of Service Provider's prospective or then current personnel is deemed objectionable, then the City may notify Service Provider of the same. Service Provider shall not use that personnel to perform work required in the Scope of Services, and if necessary, shall replace him or her with another suitable worker.

**Section 28.                    ENTIRE AGREEMENT**

a. This Agreement supersedes any and all other agreements, either oral or written, between the City and Service Provider 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 29.            AMBIGUITIES**

This Agreement is in all respects intended by each party hereto to be deemed and construed to have been jointly prepared by the parties and the parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

**Section 30.            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  
69-825 Highway 111  
Rancho Mirage, CA 92270  
Telephone: (760) 324-4511  
Facsimile: (760) \_\_\_\_\_  
Email: \_\_\_\_\_@ranchomirageca.gov

To Service Provider:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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 31.            NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of the City shall be personally liable to Service Provider, 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 Service Provider or to its successor, or for any breach of any obligation of the terms of this Agreement.

**Section 32.                    REVIEW BY ATTORNEYS**

Each party hereto has had its attorneys review this Agreement and all related documents. Each party hereto has consulted with its attorneys and has negotiated the terms of this Agreement based on such consultation.

**Section 33.                    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 34.                    ASSIGNMENT AND SUBCONTRACTING**

a.     The experience, knowledge, capability and reputation of Service Provider, 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 Service Provider under this Agreement will be permitted only with the written consent of the City.

b.     Service Provider 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, Service Provider 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 35.                    CARE OF WORK**

The performance of services by Service Provider shall not relieve Service Provider 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 negligence of Service Provider.

**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. SUCCESSORS, HEIRS, AND ASSIGNS**

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the parties.

**Section 38. 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 39. 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 40. 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 "breach" shall be deemed to have occurred. In the event of a breach, the injured party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

e. In the event Service Provider shall be in material breach of this Agreement, the City shall be permitted to suspend all payments to Service Provider until such time that Service Provider cures the breach to the City's satisfaction. Notwithstanding anything to the contrary, Service Provider's failure to provide all insurance documents, certificates of insurance and endorsements required of Service Provider and as prescribed in Sections 15 through 19 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 40.

**Section 41. 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 42. 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 43. LITIGATION EXPENSES AND ATTORNEY'S FEES**

In the event any action, suite 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 44. EFFECTIVENESS OF AGREEMENT**

This Agreement shall not be binding upon the City, until signed by the authorized representative(s) of Service Provider, and approved as to form by the City Attorney, and executed by the City Manager or his or her designee.

**Section 45. 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 46. LABOR LAWS; PREVAILING WAGES**

a. All work or services performed within the State of California pursuant to this Agreement by Service Provider, Service Provider's employees and independent contractors, or contractor's subcontractors and its subcontractors' employees and independent contractors shall be performed by individuals lawfully permitted to perform such work or services in the State of California and/or the United States of America pursuant to all applicable State and/or Federal labor laws, rules and regulations including, but not limited to, any State or Federal law, rule or regulation prohibiting the employment of undocumented workers or any other person not lawfully permitted to perform said work or services in the State of California or the United States of America.

b. Service Provider represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant ("person") for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. Unless otherwise permitted under the law, Service Provider 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.

c. Documentation must be promptly submitted to the City at any time, at the request of the City, for the purpose of determining whether or not the work or services provided pursuant to this contract are being provided in compliance with this section.

d. Service Provider and all of Service Provider's subcontractors, if any, shall pay each employee engaged in all applicable trades or occupation not less than the prevailing hourly wage rate for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In accordance with the provisions of Section 1770 of the California Labor Code ("Labor Code"), the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8, apprenticeship or other



training programs authorized by Labor Code Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/PWD/index.htm> and are on file at City Hall, as provided in Section 1773.2 of the Labor Code. Said rates shall be posted at the project site where work is to be performed, in accordance with Labor Code Section 1773.2. Service Provider shall access a copy of the wage rate determination and shall make all subcontractors, if any, aware of the determination. As the wage determination for each craft reflects an expiration date, it shall be the Service Provider's responsibility to ensure that the prevailing wage rates of concern are current and paid. Subject to the safe harbor provisions of Labor Code Section 1775, Service Provider shall forfeit to the City an amount not to exceed two hundred dollars (\$200) for each calendar day or portion thereof, as set by the Labor Commissioner in accordance with the terms of Labor Code section 1775, for each laborer, workmen or mechanics employed that is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Sections 1770 to 1781 inclusive. Service Provider and any and all of its subcontractors shall forfeit to the City twenty-five dollars (\$25) for each worker employed in the performance of this Agreement for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Section 1813 of the Labor Code.

e. Service Provider and all subcontractors hired to perform any work for the subject project shall keep accurate payroll records, including the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker, in accordance with Section 1776 of the Labor Code. Payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") or in a manner containing the same information as the forms provided by the DLSE. Failure to comply with the above may result in monetary penalties to the Service Provider or affected subcontractor. Payroll records shall be verified by written declaration made under penalty of perjury, that the information contained in the records is true and correct. Service Provider and any and all subcontractors shall make a certified copy of all payroll records available for inspection by DLSE, the City or any member of the public and otherwise provide certified copies of such records to any of the foregoing within ten (10) days of Service Provider's and subcontractor's receipt of written request therefor. Failure to comply with the above may result in monetary penalties, in accordance with Labor Code Section 1776(d) and (h).

f. Notwithstanding anything else to the contrary, Service Provider hereby acknowledges that all contractors must be registered with the Department of Industrial Relations ("Department") pursuant to Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract, including this Agreement, that is subject to the payment of prevailing wages. Service Provider represents and warrants that Service Provider is registered with the Department in the

manner prescribed by the Department and has paid the requisite application fee, as required by Labor Code Section 1725.5. Moreover, prior to Service Provider entering into any contracts with any subcontractor, Service Provider shall obtain proof that all such subcontractors have also registered with the Department in accordance with Section 1725.5.

**Section 47.                    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 48.                    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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

**CITY OF RANCHO MIRAGE**

**SERVICE PROVIDER**

\_\_\_\_\_  
Isaiah Hagerman, City Manager

\_\_\_\_\_  
**Its:** \_\_\_\_\_  
**(Title)**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Director of \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Kristie Ramos, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Colin 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 HVAC Maintenance Services, dated **JULY 6, 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 15 through Section 19 (“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 as respecting  worker’s compensation and/or  commercial general liability and/or  commercial vehicle liability insurance [PLEASE CHECK ALL THAT APPLY].

\_\_\_\_\_  
Name of Insurer [Print]

\_\_\_\_\_  
Name, Title [Print]

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_