

**CITY OF RANCHO MIRAGE**

**69825 HIGHWAY 111  
RANCHO MIRAGE, CA 92270  
(760) 770-3224**

**REQUEST FOR PROPOSALS  
FOR  
CUSTODIAL SERVICES**

**ISSUED:  
AUGUST 8, 2014**

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**CITY OF RANCHO MIRAGE  
REQUEST FOR PROPOSALS  
FOR  
CUSTODIAL SERVICES**

**ANNOUNCEMENT:**

The City of Rancho Mirage ("City") invites proposals from qualified, competent, knowledgeable, and experienced custodial services companies that will provide full-service custodial 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 custodial services.

**MANDATORY PRE-PROPOSAL MEETING:**

A mandatory pre-proposal meeting will be conducted at **10:00 A.M., on Monday, AUGUST 25, 2014**. The meeting will be held in the City Hall Conference Room No. 3 at the City of Rancho Mirage City Hall, 69825 Highway 111, Rancho Mirage, CA, 92270. Immediately following the pre-proposal meeting, City staff will accompany interested parties wishing to tour the City facilities identified in the Scope of Services portion of this RFP. This will be the only time that tours of such City facilities will be conducted. No pictures or videos will be allowed.

**INSPECTION OF SITE:**

Proposers must examine the sites identified in the Scope of Services portion of this RFP and acquaint themselves with all conditions affecting the work required therein. In submitting their proposals, proposers warrant that they have examined the sites and conditions thereof, including in the context of the ability to access materials, workmen and equipment and the ability to protect existing surface and subsurface improvements. No claims for allowances - time or money - will be allowed as to such matters.

**PROPOSALS/OFFER SUBMITTAL:**

Proposals will be accepted until **2:00 p.m. on September 3, 2014**, and each must be submitted in a sealed envelope plainly marked on the outside "**SEALED BID FOR CUSTODIAL SERVICES - DO NOT OPEN WITH REGULAR MAIL**" to:

The City of Rancho Mirage  
Attn: Bruce B. Harry, Director of Public Works  
69825 Highway 111  
Rancho Mirage, California 92270

## **SCOPE OF SERVICES:**

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

### **CUSTODIAL SERVICES**

Proposer shall demonstrate an acceptable experience level of diversified custodial maintenance. The proposer shall maintain a local office and provide an emergency contact person twenty four (24) hours each day, seven (7) days a week.

### **GENERAL**

The work to be done consists of complete and thorough custodial maintenance of the City's various facilities. Said maintenance shall include but not be limited to the following services and maintenance of the following: granite counters; lobbies; kitchens; restrooms; offices; ceramic tile, carpet and upholstery cleaning; cleaning and polishing drinking fountains and other metal surfaces; window washing; litter and debris removal; restocking restroom and kitchen soap and paper supplies; clean, sweep, dry mop, wet mop, strip, wax, sanitize, scrub and vacuum floors; clean, scrub and maintain walls; clean ceiling vents; remove cobwebs; clean window sills, windows, light fixtures, plumbing fixtures and window coverings; graffiti removal; and other maintenance required to maintain the facilities listed in a later section of the Scope of Services portion of this RFP. All facilities are to be cleaned after normal business hours and prepared for business by 6:00 A.M. the following day. Weekly supervisor reports containing hours expended and number of staff used is to be kept at each facility for inspection of the Facilities and Fleet Maintenance Manager. Monthly inventory usage is to be provided to the City by the first of each month.

### **CLEANING PRODUCTS, PAPER GOODS AND SUPPLIES**

All cleaning products, supplies, and paper goods shall be provided by the City. No substitutions shall be made without the prior approval of the Facilities and Fleet Maintenance Manager. The Service Provider shall submit a list of all required cleaning products and paper products prior to contract commencement and beginning of each month.

Toilet tissue, paper towels, seat covers, sanitary supplies, hand soap, and deodorizers shall be restocked daily unless otherwise specified in the Minimum Frequency Schedule. City staff will order supplies on a monthly basis to be identified on communications logs when supplies are running low (less than three days of supplies).

## **PAINTED/HARD SURFACES AND FIXTURES**

The Proposer shall thoroughly wash all interior painted surfaces with an approved cleaner, in accordance with the Minimum Frequency Schedules. Additionally, walls and counter surfaces shall be spot cleaned as needed to remove spills, finger marks, ink and pencil marks, and other dirty areas. Counter surfaces will be polished twice per week, or more often if necessary to maintain a clean surface area.

Mirrors, powder shelves, plumbing fixtures, light fixtures, and ceiling grates, etc., shall be cleaned and dusted in accordance with the Minimum Frequency Schedules. All increased cleaning schedules for specialty areas are included in the Minimum Frequency Schedules.

All stainless steel surfaces shall be cleaned and polished with an approved polish. All basins, counter tops, fixtures, toilet bowls, and urinals shall be cleaned with an approved germicidal detergent solution. All dispensers shall be cleaned and disinfected and refilled with approved solutions.

## **FLOORS**

Restroom floors shall be thoroughly cleaned with an approved germicidal detergent solution. Floors shall be waxed and polished to maintain a high luster gloss finish. Special attention shall be paid during floor cleaning and waxing to remove grout stains and to prevent wax from becoming built up at the base of the fixtures and on baseboards.

All Library unsealed/finished ceramic tile and public restroom tiles will be machine scrubbed weekly with germicidal/disinfectant. Staff restrooms will be machine scrubbed monthly or more often as needed.

All Library entryways with unsealed/finished ceramic tile will be machine polished weekly.

City Yard and UOC unsealed/finished ceramic restroom floors will be machine scrubbed: men's room weekly, women's room monthly.

Carpeted areas and rugs shall be thoroughly vacuumed daily and any staples, paperclips, etc., shall be removed from the floor. Carpet stains shall be spot cleaned with rug spotter at the time of detection. Carpeted surfaces shall be cleaned as needed to maintain a clean appearance. Doormats and chair mats shall be cleaned concurrently with vacuuming. Carpet cleaning methods shall be consistent with carpet

manufacturer's recommendations or as otherwise approved the by Facilities and Fleet Maintenance Manager.

Hard surface floors shall be swept and/or dust mopped using dust control sweeping mops. Special attention shall be paid during floor cleaning and waxing to prevent wax from becoming built up on baseboards. All hard surface floors shall be stripped and waxed in accordance with the Minimum Frequency Schedule, or more often if necessary to maintain a high luster finish. All baseboards and molding strips shall be cleaned as needed to remove stains, spots and dust.

Special attention shall be paid during floor cleaning and waxing to remove grout stains and to prevent wax from becoming built up at the base of the fixtures and on baseboards. Floors (ceramic tile) will be machine scrubbed in accordance with the Minimum Frequency Schedule to keep grout lines clean and free of stains.

Wood/Cork (Library) floors shall be maintained in accordance with the manufacturer's recommendations. Concrete floors shall be maintained in a manner consistent with composite flooring material.

Heel marks shall be removed from all floors upon detection.

Carpet - To be deep cleaned semi-annually

Floors - To be stripped and waxed semi-annually

## **KITCHENS**

Kitchen floors shall be thoroughly cleaned with a germicidal detergent solution. Floors shall be waxed and polished to maintain a high luster gloss finish. Special attention shall be paid during floor cleaning and waxing to remove grout stains and to prevent wax from becoming built up at the base of the fixtures and on baseboards. Exterior surfaces of all appliances, including stove, refrigerator and microwave shall be cleaned daily. Inside of all stoves and ovens shall be thoroughly cleaned quarterly. Tables and chairs shall be cleaned quarterly. Sinks shall be thoroughly cleaned daily using an approved detergent.

## **RESTROOMS**

The Proposer shall clean basins, fixtures, countertops, partitions, toilet bowls and urinals with an approved germicidal detergent solution daily. Urinal holes will be scrubbed daily to keep them free from odors and scale build up. All restroom dispensers shall be disinfected and refilled daily. All paper and soap supplies shall be restocked as needed, including toilet tissue, hand soap, seat covers, sanitary supplies and deodorizers.

The Proposer shall wash and polish mirrors, powder shelves, bright work, etc., including flushometer, piping and toilet seat hinges, light fixtures, disposal bins and tops of stall partitions. Both sides of toilets shall be washed daily with an approved germicidal solution. The Proposer shall report any leaks or plugged drains to the Facilities and Fleet Maintenance Manager upon discovery.

Spit wads and other debris on ceilings and walls shall be removed daily. Walls and ceilings shall be cleaned as needed to maintain a clean surface.

All restroom drains shall receive an enzyme treatment weekly or more often if requested by the City. Enzyme product must be approved by City prior to use.

Deodorant aerosol cans shall be replaced as needed. All deodorant scents must be approved by the City prior to installation. Batteries for the deodorant dispensers shall be replaced as needed.

Please refer to section FLOORS for cleaning of restroom floors.

### **DOORS, SWITCH PLATES AND DRINKING FOUNTAINS**

All doors, door frames, kick plates, door hardware, light switch plates, and drinking fountains shall be cleaned on a daily basis to remove any spillage, smudge marks, and ink and pencil marks. Stainless steel and brass hardware shall be cleaned and polished as needed to maintain a shiny appearance and to prevent scale and rust from forming.

Drinking fountains shall be kept clean at all times. Every instance of damage and/or inoperable drinking fountains shall be reported to the Facilities and Fleet Maintenance Manager.

### **TRASH RECEPTACLES, TRASH AND RECYCLABLES**

The Proposer shall empty all interior and exterior trash receptacles and replace liners daily. All trashcan liners shall be provided by the City. Trashcans shall be wiped down to remove spills, smudges or ink/pencil marks as needed.

Trash will be removed from the building daily. Recyclables will be separated and deposited in appropriate recyclable containers.

### **WINDOWS, GLASS DOORS AND PARTITIONS**

The Proposer shall clean all interior and exterior windows in accordance with the Minimum Frequency Schedule.

Finger marks, smudges, and spills shall be cleaned from all glass surfaces and mirrors at the time of detection. Cleaners shall be non-abrasive and special care shall be taken so that glass treatment (tinting) is not scratched, damaged or removed.

## **DUSTING**

The Proposer shall dust all exposed surfaces daily, including desks, filing cabinets, cabinets, tables and chairs, telephones, bookcases, pictures and other office equipment using specially treated dust cloths or feather dusters, with the exception of desks and tables covered with papers and other work materials. Desk or cabinet tops will be thoroughly cleaned when left cleared. High dusting shall be performed twice monthly and shall include tops of doorframes, partitions, air vents, overhead shelves and special molding. All blinds shall be cleaned (dusted and washed) twice monthly. Vending machines shall be dusted on a weekly basis.

## **OFFICE FURNITURE, DESKS AND FILE CABINETS**

The sides of all furniture shall be cleaned and polished to remove smudges and/or marks on an as needed basis.

Phone receivers to be sanitized on a weekly basis.

Staff areas shall be cleaned as needed. **Proposer is not to disturb any computers, papers, folders, etc., on desks.** When the desk occupant wants a thorough cleaning of desk top it will be their responsibility to coordinate with the Facilities and Fleet Maintenance Manager or their designee to have their desk cleaned. Desks are to be thoroughly cleaned when all items are removed from desk surfaces.

All upholstered furniture shall be vacuumed twice monthly, or more often if necessary, to maintain the fabrics in a dirt and spot-free manner. Upholstery cleaning shall be performed semi-annually.

## **MINIMUM FREQUENCY SCHEDULES**

### **FOR CITY HALL, CITY HALL ANNEX AND MAINTENANCE YARD**

#### **MAINTENANCE DAYS CITY HALL:**

**Monday through Friday 6:00 p.m. - 6:00 a.m. (Five days a week)**

#### **MAINTENANCE DAYS CITY MAINTENANCE YARD:**

**Tuesday and Thursday 6:00 p.m. - 6:00 a.m. (Two days a week)**

#### **CITY HALL ANNEX:**

**Tuesday and Friday 6:00 p.m. - 6:00 a.m. (Two days a week)**

#### **DAILY CUSTODIAL SERVICES**

#### **General Buildings/Facilities: City Hall, City Hall Annex and City Maintenance Yard**

- Dust all desks, tables, chairs, filing cabinet tops, cabinets, telephones, bookcases and other office equipment using specially treated dust cloths or feather duster. Feather dust around computers and computer equipment.
- Empty and reline all wastebaskets and trashcans. Place trash in trash dumpsters. Wipe inside and outside of garbage cans and spray with disinfectant.
- Separate recyclable trash from non-recyclable trash and dispose in proper bins.
- Damp wipe glass top desks or counter areas.
- Remove fingerprints, smudges and spills from glass windows, doors and partitions, and mirrored walls.
- Remove smudges from doors, doorframes, handles, knobs, bars, woodwork and wall switches.
- Clean, polish and sanitize drinking fountains.
- Remove finger marks, ink marks and smudges from tabletops, walls and counters.
- Clean hard surface areas, partitions, doors (including glass doors) and walls, etc.
- Clean window sills and ledges.
- Clean baseboards and molding strips.
- Remove cobwebs.
- Restock paper towel and hand soap dispensers.
- Wash tables and chairs when necessary.
- Return all chairs to proper locations.

- Clean door thresholds/plates and door frames.
- Wipe down padded surfaces.
- Clean and polish stainless steel surfaces and fixtures.
- Remove graffiti from walls, fixtures and furniture. Notify City of any graffiti that cannot be removed with normal graffiti cleaning solutions.
- Update communications log – the custodial service will identify any problem areas and the City will list any special instructions.

### **Kitchens:**

- Thoroughly germa-clean kitchen with approved disinfectant.
- Clean exterior surfaces of all appliances (i.e. microwaves, stoves, refrigerators, etc.)
- Clean sinks, counters, cabinets and fixtures. No cleaning of dishes, silverware, or coffeepots will be required.
- Spot clean doors and walls.
- Notify City of any leaks or plugged drains

### **Elevator Service: City Hall (Only)**

- Polish thoroughly all cab walls and interior of doors.
- Spot clean outside surfaces of all elevator doors and frames.
- Clean all cab floors and door edges thoroughly.
- Vacuum and polish with steel wool all elevator thresholds.

### **Restrooms:**

- Clean restroom floors with germicidal detergent solution.
- Clean basins, countertops, fixtures, toilet bowls and urinals with germicidal detergent solution.
- Clean, disinfect and refill restroom dispensers. Restock toilet tissue, hand soap, seat covers, paper towels, sanitary supplies and deodorizers. Toilet tissue to be replaced when more than 1/3 of the roll is gone.
- Wash and polish mirrors, powder shelves, bright work, etc., including flushometer, piping and toilet seat hinges, light fixtures, disposal bins and tops of stall partitions.
- Wash both sides of toilet seats with germicidal solution.
- Spot clean restroom doors, walls and partitions.
- Notify City of any leaks or plugged drains.
- Remove all spit and paper wads from ceilings, walls, partitions, etc.
- Remove grout stains.
- Pour clean water in all floor drains to flush traps.
- Clean baseboards and molding strips.

### **Floors:**

- Sweep and/or dust mop all hard surfaces using dust control sweeping mops.
- Clean and vacuum floor mats. All non-skid mats shall be rinsed and disinfected.
- Wet mop hard surfaces and composite floors with an approved cleaner.
- Vacuum carpets and rugs COMPLETELY. Remove any staples, paper clips, etc., from carpets.
- Spot clean carpet stains with rug spotter.
- Use specially developed mops to dust mop wood floors.
- Remove any spillage on floors.
- Remove heel marks.
- Pour clean water in all floor drains to flush traps.

**Exterior Grounds Service:**

- Spot sweep main entrance corners and stair areas (City Hall).
- Spot clean all exterior glass at building entrances. Wipe down sills and ledges-remove dust.
- Empty all waste receptacles and remove trash to designated trash areas.
- Sweep sidewalk and steps.

**BUILDING SECURITY:**

- All exterior doors are to remain locked while cleaning crew is in the building. NO EXCEPTIONS.
- Secure all exterior and interior doors and windows. Turn off all but security night lighting. Reset alarms when leaving buildings.

**WEEKLY CUSTODIAL SERVICES:**

- Clean and dust vending machines.
- Buff all vinyl floors.
- Polish counter surfaces to maintain clean surface area.
- Dust all pictures.
- Dust open book shelving.

**BI-MONTHLY CUSTODIAL SERVICES (Twice Per Month):**

- Polish all metal doorframes and kick plates.
- Vacuum all upholstered furniture, such as desk chairs and guest chairs, etc.
- Dust all blinds and window coverings.
- Clean interior windows and glass doors.

- Perform high dusting, such as tops of doorframes, partitions, air vents, overhead shelves, special molding etc.
- Clean inside/outside of fluorescent light covers.

#### **MONTHLY CUSTODIAL SERVICES:**

- Clean and machine polish hard surface floors.
- Sanitize all telephone receivers.
- Clean exterior and interior windows including hard water deposits.

#### **QUARTERLY CUSTODIAL SCHEDULE:**

- Clean inside of stoves and ovens.

#### **SEMI-ANNUAL:**

- Deep clean all offices and common areas.
- Strip, wax and machine polish hard surface floors.
- All carpeted areas shall be thoroughly cleaned.
- All upholstered furniture shall be thoroughly cleaned.

#### **CARPET CLEANING AND UPHOLSTERY:**

- All carpeted areas shall be thoroughly cleaned semi-annually. All spots shall be removed at the time of detection.
- All upholstered furniture shall be vacuumed twice monthly. All upholstered furniture shall be cleaned semi-annually. All spots shall be removed at the time of detection.

## **LIBRARY**

### **MINIMUM FREQUENCY SCHEDULE**

#### **MAINTENANCE DAYS LIBRARY:**

**Monday through Saturday 6:00 p.m. - 6:00 a.m. (six days a week); closed on Sunday**

#### **DAILY CUSTODIAL SERVICES**

##### **General Buildings / Facilities: Library**

- Dust all desks, tables, chairs, filing cabinet tops, cabinets, telephones, bookcases and other office equipment using specially treated dust cloths or feather duster. Feather dust around computers and computer equipment.
- Empty and reline all wastebaskets and trashcans. Place trash in trash dumpsters. Wipe inside and outside of garbage cans and spray with disinfectant.
- Separate recyclable trash from non-recyclable trash and dispose in proper bins.
- Damp wipe glass top desks or counter areas.
- Remove finger prints, smudges and spills from glass windows, doors and partitions, and mirrored walls.
- Remove smudges from doors, doorframes, handles, knobs, bars, woodwork and wall switches.
- Clean, polish and sanitize drinking fountains.
- Remove finger marks, ink marks and smudges from tabletops, walls and counters.
- Clean hard surface areas, partitions, doors (including glass doors) and walls, etc.
- Clean window sills and ledges.
- Clean baseboards and molding strips.
- Remove cobwebs.
- Restock paper towel and hand soap dispensers.
- Wash tables and chairs when necessary.
- Return all chairs to proper locations.
- Clean door thresholds/plates and door frames.
- Wipe down padded surfaces.
- Clean and polish stainless steel surfaces and fixtures.
- Remove graffiti from walls, fixtures and furniture. Notify City of any graffiti that cannot be removed with normal graffiti cleaning solutions.
- Update communications log – the custodial service will identify any problem areas and the City will list any special instructions.

### **Snack Bar/Kitchen:**

- Thoroughly germa-clean kitchen with approved disinfectant.
- Clean exterior surfaces of all appliances (i.e. microwaves, stoves, refrigerators, etc.)
- Clean sinks, counters, cabinets and fixtures. No cleaning of dishes, silverware, or coffeepots will be required.
- Spot clean doors and walls.
- Dust and wet mop cork floors.
- Notify City of any leaks or plugged drains.

### **Restrooms:**

- Clean restroom floors with germicidal detergent solution.
- Clean basins, countertops, fixtures, toilet bowls and urinals with germicidal detergent solution.
- Clean, disinfect and refill restroom dispensers. Restock toilet tissue, hand soap, seat covers, paper towels, sanitary supplies and deodorizers. Toilet tissue to be replaced when more than 1/3 of the roll is gone.
- Wash and polish mirrors, powder shelves, bright work, etc., including flushometer, piping and toilet seat hinges, light fixtures, disposal bins and tops of stall partitions.
- Wash both sides of toilet seats with germicidal solution.
- Spot clean restroom doors, walls and partitions.
- Notify City of any leaks or plugged drains.
- Remove all spit and paper wads from ceilings, walls, partitions, etc.
- Remove grout stains.
- Pour clean water in all floor drains to flush traps.
- Clean baseboards and molding strips.

### **Floors:**

- Sweep and/or dust mop all hard surfaces using dust control sweeping mops.
- Clean and vacuum floor mats. All non-skid mats shall be rinsed and disinfected.
- Wet mop hard wood, cork and composite floors with an approved cleaner.
- Vacuum carpets and rugs COMPLETELY. Remove any staples, paper clips, etc., from carpets.
- Spot clean carpet stains with rug spotter.
- Use specially developed mops to dust mop wood floors.
- Remove any spillage on floors.
- Remove heel marks.
- Pour clean water in all floor drains to flush traps.

**Exterior Grounds Service:**

- Spot sweep main entrance corners.
- Spot clean all exterior glass at building entrances. Wipe down sills and ledges-remove dust.
- Empty all waste receptacles and remove trash to designated trash areas.
- Sweep sidewalk and steps.

**BUILDING SECURITY:**

- All exterior doors are to remain locked while cleaning crew is in the building. NO EXCEPTIONS.
- Secure all exterior and interior doors and windows. Turn off all but security night lighting.
- Reset alarms when leaving the building.

**WEEKLY CUSTODIAL SERVICES:**

- Clean and dust vending machines.
- Buff all vinyl floors.
- Polish counter surfaces to maintain clean surface area.
- Dust all pictures and open book shelving.

**BI-MONTHLY CUSTODIAL SERVICES (Twice Per Month):**

- Polish all metal doorframes and kick plates.
- Vacuum all upholstered furniture, such as desk chairs and guest chairs, etc.
- Dust all blinds and window coverings.
- Clean interior windows and glass doors.
- Perform high dusting, such as tops of doorframes, partitions, air vents, overhead shelves, special molding etc.
- Clean inside/outside of fluorescent light covers.

**MONTHLY CUSTODIAL SERVICES:**

- Clean and machine polish hard surface floors. Cork floors to be cleaned with manufactures recommendations.
- Clean exterior and interior windows including hard water deposits.

**QUARTERLY CUSTODIAL SCHEDULE:**

- Clean inside of stoves and ovens.
- Clean tables and chairs.

**SEMI-ANNUAL:**

- Deep clean all offices and common areas.
- Strip, wax and machine polish hard surface floors.
- All carpeted areas shall be thoroughly cleaned.
- All upholstered furniture shall be thoroughly cleaned.

**CARPET CLEANING AND UPHOLSTERY:**

- All carpeted areas shall be thoroughly cleaned semi-annually. All spots shall be removed at the time of detection.
- All upholstered furniture shall be vacuumed twice monthly. All upholstered furniture shall be cleaned semi-annually. All spots shall be removed at the time of detection.

**OPTIONAL CUSTODIAL SERVICES:**

- Daily Cleaning and stocking of Public Restrooms at Mid-Day (Noon to 1 PM).

**BREAKDOWN OF MONTHLY HOURS WORKED BY LOCATION:**

The Service Provider shall supply sufficient labor to complete the custodial services as specified herein. Service Provider shall list the minimum monthly man hours the company will provide for each contractual area, and break the hours down to supervision, regular maintenance, labor and total hours. The hours listed herein will be part of the Agreement and monitored by the City.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>MONTHLY HOURS</u>	
1.	<b>City Hall</b> – 69825 Hwy 111, Rancho Mirage (Monday thru Friday)	<b>Supervision</b>	_____Hrs.
		<b>Reg. Maint. # of Staff Proposed</b>	_____Hrs.
		<b>Total</b>	_____Hrs.
2.	<b>City Hall Annex</b> – 42520 Bob Hope Drive, Rancho Mirage (Tuesday and Friday only)	<b>Supervision</b>	_____Hrs.
		<b>Reg. Maint. # of Staff Proposed</b>	_____Hrs.
		<b>Total</b>	_____Hrs.
3.	<b>Library</b> – 71100 Highway 111, Rancho Mirage (Monday thru Saturday)	<b>Supervision</b>	_____Hrs.
		<b>Reg. Maint. # of Staff Proposed</b>	_____Hrs.
		<b>Total</b>	_____Hrs.
4.	<b>City Maintenance Yard</b> – 72201 Manufacturing Road, Thousand Palms (Tuesday and Thursday only)	<b>Supervision</b>	_____Hrs.
		<b>Reg. Maint. # of Staff Proposed</b>	_____Hrs.
		<b>Total</b>	_____Hrs.

**Total/Hours/Months** \_\_\_\_\_

**CUSTODIAL SERVICES-COMPENSATION SCHEDULES:**

**Proposer Name:** \_\_\_\_\_

The above-named proposer having examined the requirements of this RFP and having visited the sites and examined the conditions for scope of service, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required herein.

**PROPOSAL BID SHEET**

Proposer shall give a monthly unit price for each area listed on the proposal sheet. The aggregate price for all areas shall be included in the final consideration. The proposer shall set forth for each area described, in clearly legible figures and a monthly total of all areas in the respective spaces provided for this purpose. The initial term of the Agreement is for one (1) year and there will also be space provided for the total amount of the Agreement term. In case of a variation between the unit price and the totals shown by the proposer, the unit price shall be considered to be the price.

ITEM NO.	LOCATION	FREQUENCY (SERVICE DAYS PER WEEK)	APPROXIMATE. SQ. FT.	MONTHLYPRICE
1	<b>City Hall:</b> 69825 Hwy 111, Rancho Mirage (Monday through Friday)	5	33,677	\$
2	<b>City Hall Annex:</b> 42520 Bob Hope Dr., Rancho Mirage (Tuesday and Friday only)	5	10,887	\$
3	<b>Library:</b> 71100 Hwy 111, Rancho Mirage (Monday through Saturday)	6	37,600	\$
4	<b>Optional Library:</b> Mid-Day Services	6	37,600	\$
5	<b>City Maintenance Yard:</b> 72201 Manufacturing Rd., Thousand Palms (Tuesday and Thursday only)	2	16,200	\$
<b>TOTAL COST</b>				\$

**TOTAL MONTHLY COST (X 12 Months)      \$ \_\_\_\_\_**

**TOTAL COST FOR TERM OF CONTRACT      \$ \_\_\_\_\_**

<b>ADDITIONAL/SUBTRACTING ITEMS</b>		
1	Additional areas/facilities, per square foot	\$
2	Additional stripping, waxing and sealing floors, per square foot	\$
3	Additional window washing, per hour	\$
4	Additional cleaning (including sweeping, mopping, dusting, kitchen and restroom), per square foot	\$
5	Additional carpet and upholstery cleaning, per square foot	\$
6	Emergency services, per hour	\$
7	Additional labor, per person per hour	\$
8	Additional Supervisor, per person per hour	\$

**GENERAL INSTRUCTIONS FOR SUBMITTAL:**

A. Proposal Submittal:

The proposer shall submit one (1) original and three (3) copies by 2:00 p.m. (Pacific Standard Time), **September 3, 2014**, to:

The City of Rancho Mirage  
 Attn: Bruce B. Harry, Director of Public Works  
 69825 Highway 111  
 Rancho Mirage, California 92270

B. Due Date and Time:

Proposals submitted after **2:00 p.m. on September 3, 2014** 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 CUSTODIAL 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 or questions from proposers must be submitted in writing and received by no later than end of business on August 27, 2014 (“Addenda Due Date”), and must be submitted via the following approved written methods addressed to Vallerie Walthour:

1. At [valleriew@RanchoMirageCA.gov](mailto:valleriew@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.

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 sent to each recipient of record. Recipients of record shall consist of proposers on the original “bidders” mailing list, or proposers that have requested RFPs and have provided pertinent contact information in writing to the City. Addenda will also be posted and published on the City’s website, [www.ranchomirageca.gov](http://www.ranchomirageca.gov), as well as everywhere else the RFP was originally posted and published. Though the City shall mail out any addenda to RFP recipients of record, and in addition will post any addenda information on the City website and publish and post in accordance with the above, as soon as it becomes available, it shall be the responsibility of the proposers to maintain current, up to date contact information with the City if any addenda are to be mailed. 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. Bid Bond

Proposals must be accompanied by a proposal guarantee (see attached **Exhibit "A"**) consisting of a certified check or bid bond payable to the City in the amount of ten percent (10%) of the total amount of the proposed contract. Any proposal not accompanied by such a guarantee will not be considered. If a proposer to whom the contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the City. All proposal guarantees will be held until the successful proposer has properly executed all contract documents.

## G. 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 "B."**

### **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 custodial services work, similar to the work required in this RFP.
2. Proposers must have a minimum of five (5) years commercial and/or municipal custodial service experience under its current business name, and of similar scope and size.
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 custodial 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, 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 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.

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 custodial service fees.

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 custodial 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) total 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 which are listed below.

1. Cost and price
2. Work plan
3. Qualification and experience of proposer
4. Staffing and organization
5. Conformance with this RFP
6. 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
7. 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.

**PERFORMANCE BOND:**

The selected proposer will be required to post a performance bond for an amount totaling the compensation to be paid by the City under the Agreement.

**PROPOSAL WITHDRAWAL:**

A proposer may withdraw its proposal, without prejudice, prior to the time specified for the proposal submittal, by submitting a written request to the Facilities and Fleet Maintenance Manager, for its withdrawal, in which event the proposal will be returned to the proposer unopened. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee.

**EXHIBIT "A"  
BID BOND  
PROPOSER'S BID BOND TO ACCOMPANY PROPOSAL**

KNOW ALL MEN BY THESE PRESENTS,

That we, \_\_\_\_\_ as  
Principal, and \_\_\_\_\_ as

Surety, are held and firmly bound unto the City of Rancho Mirage ("City"), in the penal sum of \$\_ (10% of proposal) to be paid to the said ("City") and assigns; for which payment, well and truly be made, we bind ourselves severally and firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas Principal, is about to submit a proposal to the City for the project described as **REQUEST FOR PROPOSALS FOR CUSTODIAL SERVICES**, if said proposal is rejected, or if said proposal is accepted and contract is awarded and entered into by Principal in the manner and time specified, then this obligation shall be null and void; otherwise, it shall remain in full force and effect in favor of the City.

IN WITNESS THEREOF, we hereunto set our Hands and Seals this \_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
(SEAL) PROPOSER (CORPORATION) - TYPE

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary/Treasurer

\_\_\_\_\_  
(SEAL) SURETY NAME-TYPE

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**NOTE: SIGNATURE OF CORPORATE OFFICIALS AND SURETY MUST BE NOTARIZED**

**EXHIBIT "B"**

**SERVICE PROVIDER AGREEMENT**

**SEE ATTACHED**

**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 \_\_\_\_\_, 2014, 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.

**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." 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.

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**

a.     Service Provider shall perform those services set forth in the Scope of Services during the term of this Agreement, which shall commence as of \_\_\_\_\_, 2014 and continue until \_\_\_\_\_, 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.            SECURITIES**

Service Provider shall post security to guarantee the performance of its obligations hereunder. The amount held as security shall be 100% of the sum of this Agreement. Such security shall either be a cash deposit, letter of credit, or a surety bond guaranteeing performance in a form signed by sureties authorized to do business and have an agent for service of process in California, or be satisfactory to the City Attorney. The condition of the security shall be that if Service Provider fails to perform its obligations under this Agreement, the City may, in case of cash bond, act for Service Provider using the proceeds or in case of surety bond, require sureties to perform the obligations of this Agreement. Such security shall be maintained during the term of this Agreement, as may be renewed.

**Section 6.            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 7.            PERFORMANCE SCHEDULE AND LOCAL OFFICE**

a.     Service Provider shall perform those service set forth in the Scope of Services in accordance with the Schedules attached to Exhibit "A."

b. Service Provider shall maintain a local office and provide an emergency contact person twenty four (24) hours each day, seven (7) days a week.

**Section 8. 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 9. 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 does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

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 10. 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, tools or facilities.

(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 11. 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 12. 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 13. 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 14. 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, 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.

**Section 15. 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 16. 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 17.**

## **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 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.

**Section 18. 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 19. 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. 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 20. 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 and subcontractors.

**Section 21. 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. 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 22.                    **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.

## **Section 23.                    **TIME OF THE ESSENCE****

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

## **Section 24.                    **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.

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.

**Section 25. 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 26. 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 27. 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 28. MODIFICATIONS AND AMENDMENTS**

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

**Section 29. 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 30. 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 31. 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 32. 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 33. 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 34. 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 35. 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 36. 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 37. 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 38. 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 39. 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 40. 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 41. 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 42. DEFAULT**

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.

**Section 43. 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 44.          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 45.          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 46.          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 47.          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 48.          LABOR LAWS**

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. 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.

**Section 49.          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 50. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

**[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**

\_\_\_\_\_  
Randal K. Bynder, City Manager

\_\_\_\_\_

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Bruce B. Harry, Jr., Director of Public Works

**ATTEST:**

\_\_\_\_\_  
Cynthia Scott, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Steve B. Quintanilla, City Attorney

**EXHIBIT "A"**

**SCOPE OF SERVICES**

**SEE ATTACHED PROPOSAL**

**DATED \_\_\_\_\_**

**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: \_\_\_\_\_, 2014

**EXHIBIT "C"**

**PERFORMANCE BOND**

We, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Rancho Mirage ("CITY") for payment of the penal sum of: \_\_\_\_\_ (\$ \_\_\_\_\_). CITY and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference, for custodial services for City Hall, City Hall Annex, City Library and City Public Works Yard, referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by CITY and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the CITY, CITY'S engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with CITY such amount as CITY may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and CITY regarding Principal's failure under the agreement should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the CITY is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay CITY'S reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Seal of Corporation

By \_\_\_\_\_  
Authorized Representative of Principal

Title \_\_\_\_\_

By \_\_\_\_\_  
Authorized Representative of Principal

Title \_\_\_\_\_

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)**

Any claims under this bond may be addressed to: (check one)

Surety's agent for service  
of process in California:

( ) \_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
City and State

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

By \_\_\_\_\_  
Attorney in Fact or other Representative

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)**

( ) \_\_\_\_\_  
Company Agent

APPROVED AS TO FORM:

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Telephone Number

Furnish the name, address and phone number of the company agent as well as the surety company. Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of section 5 of the agreement.

**(NOTICE: No substitution or revision of this bond form shall be accepted.)**