City of Indio
Request for Proposals
For
Contractual Services for Commercial and Multi-family Housing Recycling Program

Date of Issuance: August 16, 2019 RESPONSES MUST BE RECEIVED NO LATER THAN 5:00 pm, Friday, September 20, 2019

DELIVER OR MAIL TO:
City of Indio
City Clerk’s Office
Attn: Sara Toyoda, Environmental Programs Coordinator
100 Civic Center Mall
Indio, CA 92201
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I. PURPOSE
The City of Indio ("City") is seeking proposals from well-qualified and experienced contractors for commercial and multi-family recycling programs. The intent is to educate commercial and multi-family housing facilities about recycling regulations, including organics, and support efforts to compliance.

The Indio Public Works Department is looking for a Contractor(s) to provide the following:

- Maintain and update an inventory of current business and multi-family housing units subject to state recycling regulations including compliance, non-compliance and exempt status.
- Contact business and multi-family complexes to discuss recycling and organics programs and educate owners or managers on recycling mandates.
- Develop collection systems for individual business and complexes including education and promotion of program to employees and tenants when possible.
- Meet with City staff to discuss future programs including design, implementation, education and monitoring.

Recycling consultant services are needed in order to comply with State recycling mandates including AB 341 and AB 1826. Consulting services will assist staff with increasing awareness, education and participation in commercial and multi-family complexes recycling programs. Mandates now require commercial facilities and multi-family complexes with five or more units that generate 4 cubic yards or more of solid waste per week to recycle and divert organic waste. Some exemptions apply. Local jurisdictions are ultimately responsible for compliance with the regulations.

One or more Contractors may be selected to provide services. If a service solution is found to be successful, the City may opt to move forward with the solution (Example: “Vendor A” can provide recycling services for AB 341, while “Vendor B” provides services to comply with AB 1826). Those with expertise in their respective industry are encouraged to apply. Consolidation of services is also desirable. However, quality of service is of most importance.

The required services and performance requirements are described in Section IV of this Request for Proposal (“RFP”).

II. BACKGROUND

A. General
The City of Indio is a General Law City, with a Council/Manager form of government. The
City is located approximately 120 miles east of Los Angeles and approximately 30 miles east of the City of Palm Springs, in Riverside County. Indio, along with nine other cities comprise a geographical area commonly known as “The Coachella Valley.” Indio is the largest city in the Coachella Valley with a growing population of 89,000 residents. Known as the “City of Festivals,” it is the home of eight major annual festivals and a host of highly acclaimed events that bring culture, music, sports, entertainment and a variety of cuisine to hundreds of thousands of visitors each year.

The City is committed to sustainability. Sustainability consists of three primary components, environment, economics and equality. In order to be sustainable, the City is committed to supporting all three components. Recycling has been a long-standing practice of sustainability for both environmental and economic benefits. Organics diversion is a form of recycling that also reduces greenhouse gas emissions.

III. GENERAL REQUIREMENTS

1. Contractor(s) shall be familiar with, have experience in, and provide work examples of the following terms and concepts:
   - Assembly Bill 341;
   - Assembly Bill 1826;
   - Recycling implementation and monitoring
   - Organics diversion

2. Contractor(s) shall demonstrate that they have the expertise, capabilities, and experience in providing these types of services to governmental agencies.

IV. SCOPE OF SERVICES

The City of Indio (“City”) is seeking proposals from qualified contractor(s) for commercial and multi-family recycling services to support compliance with state regulations. Contractor(s) is expected to furnish a “turn-key” program to educate, and promote commercial and multi-family recycling and organics diversion, including record keeping of all facilities subject to the regulations with status i.e. compliant, non-compliant and exempt. More than one vendor may be awarded due to the specializations of each recycling service.

The following components are needed to meet the City’s goal for a commercial and multi-family recycling solution:

- Meet with City staff to determine and establish objectives and direction;
- Maintain inventory of commercial and multi-family complex subject to AB 341 and AB 1826 including a list of those are compliant, non-compliant and exempt.
- Meet with commercial and multi-family complexes to educate and promote
recycling and organics waste diversion;

- Work with commercial and multi-family complexes to develop recycling and organics programs when possible;

- Meet with City staff to discuss future programs;

The City of Indio currently has approximately 477 commercial businesses and 41 multi-family complexes subject to both AB 341 and AB 1826. Some of the facilities currently have recycling programs and/or are diverting organic waste. The contractor services will include site visits to educate and promote recycling and organic waste diversion to facilities not currently in compliance with AB 341 and AB 1826. In addition, the contractor will identify compliant facilities, including those that are exempt, and keep a spreadsheet that inventories the facilities and compliance status.

Contractor will be expected to educate and support recycling and organics diversion without bias of any specific method or service so long as it meets the requirements of AB 341 and AB 1826.

A. PROJECT SPECIFICATIONS

Contractors submitting a proposal pursuant to this RFP shall be prepared to furnish a turn-key recycling program that covers the following components:

- Education about AB 341;
- Education about AB 1826;
- Identification of exempt, compliant and non-compliant facilities;
- Unbiased promotion of recycling and organic diversion opportunities;
- Support implementation of recycling opportunities;
- Communication with City staff throughout the program.

V. SCHEDULE

<table>
<thead>
<tr>
<th>Event</th>
<th>Deadlines</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of Request for Proposals</td>
<td>August 16, 2019</td>
</tr>
<tr>
<td>Submittal of Questions</td>
<td>August 30, 2019 by 5:00 pm</td>
</tr>
<tr>
<td>Response to Questions</td>
<td>September 6, 2019 by 5:00 pm</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>September 20, 2019 by 5:00 pm</td>
</tr>
<tr>
<td>Proposal Review/Evaluation</td>
<td>Week of September 23, 2019</td>
</tr>
<tr>
<td>Tentative award of contract</td>
<td>October 2019*</td>
</tr>
</tbody>
</table>

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Tentative City Council award October 2019*
Tentative Start date October 2019*

*These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractor.

VI. LIST OF INTERESTED PROPOSERS
The full content of the RFP is available through the City of Indio website at www.indio.org. If addendums are necessary, they will be posted onto the previously mentioned website as well. All Contractors interested in proposing on this RFP are encouraged to sign-up on the "List of Interested Proposers" for the project. This list will be used to email any project updates, addendums, changes or responses to written inquires and will be distributed to all interested contractors. To get on the list please email Sara Toyoda at stoyoda@indio.org.

VII. QUESTIONS
From and after the date that the city releases the RFP through the time the City Council awards the contract, all communication between the City and proposers shall be directed through Sara Toyoda, Environmental Programs Coordinator, at (760) 625-1815, or via e-mail at stoyoda@indio.org. Because the City’s elected City Councilmembers will make the final decision and in fairness to all Contractors, any ex parte contact between proposers and any individual City Councilmembers during the above stated period, is discouraged and may subject the proposer to disqualification.

All questions regarding this RFP shall be submitted in writing by email to: Sara Toyoda at stoyoda@indio.org. The date and time when questions must be submitted are shown in “Section V-Schedule” of this RFP. Questions with their answers will be posted on the City of Indio website by the date and time set forth in this RFP.

VIII. SUBMITTAL PROCEDURES
Submittals shall comply with all conditions, requirements and specifications contained herein, with any departure rendering the proposal non-responsive and may serve as grounds for rejection of the proposal at the City’s sole discretion. The submittal shall contain the name of this RFP and Contractors shall provide four (4) copies of the proposal (three bound and one unbound), single sided.

All proposal submittals shall be mailed or delivered and received by the City no later than 5:00 PM, Friday, September 13, 2019, to the following address:

City of Indio
City Clerk’s Office
Attention: Sara Toyoda, Environmental Programs Coordinator
100 Civic Center Mall
For delivery purposes, the City Clerk’s phone number is (760) 391-4007. In addition to the submission of the hard copies of the proposal, Contractors shall also submit one electronic copy (searchable PDF format) by the same date and time to Sara Toyoda at stoyoda@indio.org.

IX. SUBMITTAL FORMAT

All Contractors must submit qualifications according to the specifications set forth below. Submittals must be relevant to the specific work required and be on 8.5”x11”, single-sided, pages with 11-point Aerial font. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Contractor’s demonstrated capability to perform work of this type. Proposals shall be valid for a minimum of 90 days following submission. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. EMPHASIS SHOULD BE ON COMPLETENESS AND CLARITY OF CONTENT. The City reserves the right to request additional information that, in the City’s opinion, is necessary to ensure that the Proposer’s competence, qualified employees, business organization and financial resources are adequate for the performance of the services under this RFP.

WORK PROPOSAL

i. Cover Letter
   1. Provide a cover letter including the Contractor’s name, address and telephone number of the contact person(s) who is authorized to submit the proposal on behalf of the Contractor. The cover letter shall include a brief general statement of intent to perform the services and confirmation that all elements of the RFP have been reviewed and understood. The letter should include a brief description of the Contractor. An individual who is authorized to enter into a professional services agreement on behalf of the Contractor should sign the letter.

ii. Table of Contents
   1. Include a table of content identifying the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.

iii. Experience and Qualifications
   1. Describe the Contractor, its size and organization, the number and location of offices, and general operational structure, as well as its management and key personnel. Include a discussion demonstrating that the Contractor has the
resources (financial, equipment, labor and capacity) available to provide services under this RFP from the first day at the start of the work.

2. Provide a summary of Contractor’s qualification and experience. Specifically, state the length of time the Contractor has been providing services described in this RFP to the public and/or private sector, and experience with projects of similar scope.

3. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (http://sos.ca.gov/business).

4. Provide at least three references that received similar services from the Contractor at a minimum over the last three (3) years. Include name of organization, contact name, telephone number and email address.

5. Demonstrate the qualifications of all personnel to be assigned to the City, including key personnel, by providing resumes and/or relative experience summaries describing their education, credentials, licensing, training and related experience and their proposed roles for this contract.

6. Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

iv. Approach to Scope of Services

1. This section should summarize the Contractor’s approach and understanding of the project and any special considerations of which the City of Indio should be aware. Contractors should demonstrate an understanding of the City’s requirements and the work to be done. Please include the levels of participation expected from City of Indio staff in the fulfillment of the services to be provided. The contents of this section shall be determined by the Contractor, but should demonstrate an understanding of the scope of this project.

2. Contractor is invited to include additional information not included nor requested in this RFP, if it may be useful and applicable to this project.

v. Detailed Cost Proposal

1. Contractor shall submit, in a separate envelope, a detailed cost proposal, outlining hours and indicate how the City will be charged for services (i.e. unit, hourly or flat rate basis as
appropriate) for the term of the contract, including any extensions. Costs should include all services and materials, if any, needed to perform the Scope of Services.

X. AGREEMENT FOR PROFESSIONAL SERVICES

The City of Indio's Agreement for Professional Services (Attachment 1) is included for review and comment. The Contractor’s submission of a proposal indicates Contractor’s compliance of such terms, unless the proposal indicates that compliance is not possible. Proposed revisions should be addressed in the cover letter. The City reserves the right to make any revisions to the proposed professional services agreement.

XI. GENERAL ADMINISTRATIVE INFORMATION

Each Contractor understands and agrees that the City, its departments, its officers, employees or agents are not responsible for:

- Any costs incurred by a Contractor in the preparation, delivery or presentation of a proposal.
- Any costs incurred by a Contractor in meeting the criteria as a result of making or submitting a proposal or subsequently in entering into a formal agreement with the City; and
- Any errors, inaccuracies or misstatements related to the information or data supplied to any Contractor by the City. The use of such information or data provided by the City, its officers, employees or agents is intended to be used at the sole discretion and risk of the Contractor in the preparation of a proposal pursuant to this Request for Proposals only.

The selected Contractor shall comply with any and all Federal and State laws applicable to the services. All proposals submitted to the City of Indio in response to this RFP shall become the property of the City and will not be returned and such proposals, after the agreement is awarded, are subject to the California Public Records Act.

The City reserves the right to accept, reject, modify or cancel in whole or in part, this RFP. The City reserves the right to accept or reject any or all proposals, negotiate modifications to proposals that it deems acceptable, to request and consider additional information from any proposer, and to waive irregularities and technical defects in the proposal process, all in its sole discretion. The City has no obligation, express or implied, to make an award.

The City may reject proposals from Contractors who cannot satisfactorily provide the experience and qualifications required by this RFP and/or provide the scope of services required herein. The City reserves the right to seek new proposals when it determines that it is in the best interest to do so.

XII. SUBMITTAL DUE DATE
The submittal package must be received prior to the submittal date specified in "Section V - Schedule" of this RFP. Contractors mailing a proposal must allow sufficient delivery time to ensure timely receipt of the proposal by the date and time specified. Submittals arriving after the deadline will not be considered.

XIII. SELECTION PROCESS

All proposals timely received shall be reviewed to verify that the proposal meets the minimum requirements and qualifications. Proposals that have not complied with requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the professional services agreement, may be eliminated from further consideration at the discretion of the City. Proposals will be reviewed and evaluated by an evaluation team consisting of City of Indio personnel appointed by the City Manager.

The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City reserves the right to award the contract(s) in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion, notwithstanding the criteria set forth herein, including negotiating with one or more of the Contractors for the same services.

City will evaluate the proposals provided in response to this RFP based on the following criteria:

vi. The City will evaluate Contractors based on meeting all of the City’s requirements and who offers the most advantageous combination of cost and high quality service. In addition to cost, however, the City will consider the quality of services proposed, the financial qualification of, and the work experience of the proposer in determining the best value to the City.

vii. Other criteria shall include, but not be limited to:
   1. Quality and completeness of proposal
   2. Qualifications and experience of proposer, including experience and qualifications of key personnel and staff
   3. Similar experience and expertise in the type of work required, with the City or with other public agencies
   4. Demonstrated understanding of the scope of services requested as well as capacity of Contractor
   5. References
   6. Financial stability of proposer
   7. Cost to the City
   8. Oral interviews, if applicable.

XIV. AUTHORITY TO WITHDRAW

The City of Indio reserves the right to withdraw this Request for Proposals without prior notice. The City of Indio makes no representation that any agreement will be awarded to
any Contractor as a result of having responded to this request. All proposals submitted to the City of Indio in response to this RFP shall become the property of the City and will not be returned.

XV. AWARD OF CONTRACT

Based on the outcome of the evaluation committee's evaluation of the proposals, a recommendation will be submitted to the City Council for consideration of award. An award of a contract occurs when the contract is approved by the Indio City Council. Selection of a Contractor with whom the City enters into contract negotiations with or a recommendation of an award by the evaluation committee or any other party, does not constitute an award of a contract. The contract shall be in accordance with the attached Agreement.

XVI. ATTACHMENTS

Attachment 1. City of Indio Professional Services Agreement Form
ATTACHMENT 1: SAMPLE FORM

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into on this ______ day of ___________, 2019, by and between the City of Indio, a municipal corporation ("City") and ___________________ ("Vendor").

RECITALS

A. City desires to obtain services that may be reasonably described as follows:

B. Vendor represents that it is qualified by virtue of experience, training, education and expertise to provide these services and is able to perform the Scope of Work.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

Section 1. Vendor’s Scope of Work. Vendor shall perform the Scope of Work described in Exhibit A in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions ("Scope or Work" or services).

Section 2. Term of Agreement. This Agreement shall commence on _______ and shall terminate on ____________, unless sooner terminated by the City.

Section 3. Time of Performance. Vendor shall commence its services under this Agreement upon receipt of a written notice to proceed from City in the manner described in Exhibit A. Vendor shall complete the services in conformance with the timeline set forth in Exhibit A.

Section 4. Compensation.

(a) City agrees to compensate Vendor, and Vendor agrees to accept in full satisfaction for the services required by this Agreement, ___________________, as more particularly described in Exhibit B ("Consideration"). Said Consideration shall constitute reimbursement of Contactor’s fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, contractors and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Vendor be paid more than $__________ (which includes expenses and additional services (if any) during the term of this Agreement.

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Unless expressly provided for in Exhibit B, Vendor shall not be entitled to reimbursement for any expenses. Any expenses incurred by Vendor which are not expressly authorized by this Agreement will not be reimbursed by City.

City may request additional services under this Agreement. All such work, however, must be authorized in writing by the City’s prior to commencement. Vendor shall perform such services, and City shall pay for such additional services in accordance with fee schedule set forth in Exhibit B, or as otherwise agreed upon by the parties. Any work incurred by Vendor which is not expressly authorized by this Agreement will not be reimbursed by City.

Section 5. Method of Payment. City shall pay Vendor in accord with the schedule of compensation attached hereto, if any, and/or per monthly invoices submitted by Vendor in a form approved by City’s Finance Director (“Invoices”). City shall review, approve and pay such undisputed amounts on said Invoices within a reasonable time after City’s receipt of same.

Section 6. Independent Vendor. The parties agree, understand and acknowledge that Vendor is not an employee of the City, but is solely an independent Vendor. Vendor expressly acknowledges and agrees that City has no obligation to pay or withhold state or federal taxes or to provide workers’ compensation or unemployment insurance or other employee benefits and that any person employed by Vendor shall not be in any way an employee of the City. As such, Vendor shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers compensation and unemployment insurance and that of his/her employees or subcontractors. Neither City nor any of its agents shall have control over the conduct of Vendor or any of Vendor’s employees, except as otherwise provided herein. Vendor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

Section 7. Assignment. This Agreement shall not be assigned in whole or in part, by Vendor without the prior written approval of City. Any attempt by Vendor to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 8. Responsible Principal(s)

(a) Vendor’s responsible principal, , shall be principally responsible for Vendor’s obligations under this Agreement and shall serve as principal liaison between City and Vendor. Designation of another Responsible Principal by Vendor shall not be made without prior written consent of City.

(b) City’s Responsible Principal shall be who shall administer the terms of the Agreement on behalf of City.

Section 9. Personnel. Vendor represents that it has, or shall secure at its own expense, all personnel required to perform Vendor’s Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.
Section 10. **Permits and Licenses.** Vendor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 11. **Interests of Vendor.** Vendor affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Vendor.

Section 12. **Insurance.**

(a) Vendor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars ($2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Vendor.

2. A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence combined single limit, covering any vehicle utilized by Vendor in performing the Scope of Work required by this Agreement.

3. Workers' compensation insurance as required by the State of California.

4. If this box is checked, a policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of Two Million Dollars ($2,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by City. Further, Vendor agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) Vendor shall require each of its sub-contactors (if any) to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The City’s Risk Manager may, in writing, amend and/or waive the insurance provisions set forth in paragraph (a) herein. In such case, the Vendor shall comply with the insurance provisions required by the City’s Risk Manager.

(d) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+; VII in the latest edition of Best's Insurance Guide or by an insurer acceptable to the City’s Risk Manager.

(e) Vendor agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Vendor's expense, the premium thereon.
(f) At all times during the term of this Agreement, Vendor shall maintain on file with the City Clerk a certificate or certificates of insurance on the form approved by the City’s Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Vendor shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance and vehicle insurance shall contain an endorsement naming the City as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(g) The insurance provided by Vendor shall be primary to any coverage available to City. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(h) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Vendor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Vendor shall procure a bond guaranteeing payment of losses and expenses.

Section 13. Indemnification. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys’ fees and costs of defense (collectively, “Claims” hereinafter), Vendor shall defend, hold harmless and indemnify the City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent Contractors in the role of City officials (collectively, “Indemnites”), Indemnites with respect to any and all Claims, including but not limited to, Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of Vendor or any of its officers, employees, subcontractors, or agents in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys’ fees, and other related costs and expenses. With respect such Claims, Vendor shall defend City, with counsel of City’s choice, at Vendor’s own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against City. Vendor shall reimburse City for any and all legal expenses and costs actually incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Vendor or City. All duties of Vendor under this Section shall survive termination of this Agreement.

Section 14. Termination.

(a) City shall have the right to terminate this Agreement for any reason or for no reason upon fifteen calendar days’ written notice to Vendor. Vendor agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Vendor, Vendor shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Vendor be entitled to receive more than the amount that would be paid to Vendor for the full
performance of the services required by this Agreement. Vendor shall have no other claim against City by reason of such termination, including any claim for compensation. Upon termination, Vendor shall provide to City any and all Documents, whether in draft or final form, prepared by Vendor as of the date of termination. Vendor may not terminate this Agreement except for City’s non-payment upon an Invoice within sixty (60) days of City’s receipt thereof.

Section 15. City’s Responsibility. City shall provide Vendor with all pertinent data, documents, and other requested information as is available for the proper performance of Vendor’s Scope of Work.

Section 16. Information and Documents. All documents, data, studies, surveys, drawings, maps, models, photographs, presentations, records and reports prepared for City in connection with this Agreement (“Documents”) shall become the property of City, and City may use all or any portion of the work submitted by Vendor pursuant to this Agreement as City deems appropriate. Vendor may, however, make and retain such copies of said Documents, as Vendor may desire.

Section 17. Changes in the Scope of Work. City shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by Vendor must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party’s regular business hours or by facsimile before or during the receiving party’s regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

If to City:

City Manager
100 Civic Center Mall
P.O. Drawer 1788
Indio, California 92201
Fax: (760) 342-6597

If to Vendor:


Section 19. Attorney’s Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney’s fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between City and Vendor, and supersedes all prior negotiations,
representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Vendor.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than Vendor.

Section 23. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 24. Equal Employment Opportunity. In connection with its performance under this Agreement, Vendor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry or national origin. Vendor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 25. Prevailing Wage and Payroll Records. [Check if Applicable]

☐ Notice is hereby given that in accord with California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), Vendor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which Vendor’s Services pursuant to this Agreement are performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of the State prevailing wage rates and the latest revisions thereto are available on the Internet at www.dir.ca.gov.

(a) Covenant to Comply. Vendor covenants that it shall fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). For purposes of this Section 25(a) only, the term “subcontractors” shall not include suppliers, manufacturers, or distributors. Vendor further covenants that it shall take all practicable steps to ensure that its subcontractors comply with Prevailing Wage Laws if applicable to work performed by subcontractors. References to “Covered Services” hereinafter shall designate such Services as are subject to Prevailing Wage Laws.

(b) Payroll Records. Vendor and all subcontractors performing Covered Services shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyperson, apprentice, or other employee.
All payroll records shall be certified as being true and correct by Vendor or the subcontractors performing Covered Services keeping such records; and the payroll records shall be available for inspection at all reasonable hours at Vendor’s principal office.

Section 26. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED this_____day of_______________2019, at Indio, California.

CITY OF INDO

______________________________

ATTEST:

______________________________

CYNTHIA HERNANDEZ
City Clerk

VENDOR:

______________________________

Name:
Title:

______________________________

Name:
Title:

APPROVED AS TO FORM

______________________________

ROXANNE M. DIAZ
City Attorney
EXHIBIT A

SCOPE OF WORK AND TIME OF PERFORMANCE
EXHIBIT B

CONSIDERATION