



Landscaping Services

Request for Proposal



Palm Springs Convention Center 2026

REQUEST FOR PROPOSALS 2026- #1005

Landscaping Services

ISSUED: 8/6/2026

SECTION 1 – NOTICE OF REQUEST FOR PROPOSALS

1.1 Request for Proposals

The Palm Springs Convention Center is requesting Bids from qualified firms to provide a proposal for Landscaping Services. Palm Springs Convention Center requires a qualified Proposer to provide Landscape Services ("Services") for events held in the Facility. **Term: The term of this contract will be five (5) years.**

1.2 Schedule

The following is the schedule for this procurement:

Activity	Due/Time
Request for Proposals Issued	Thursday, August 6th 2026
In Person Pre-Proposal Conference	Thursday, 8/13 @ 10 am PST
Requests for Clarifications from Proposers are due	Thursday, 8/19 @ 4 pm PST
Responses to Requests for Clarification will be posted on PSCC website	Monday, 8/20 by 4pm PST
Proposals are Due	Friday, 8/28 @ 4 pm PST
Interviews (if required)	Tuesday, 9/1
Recommendation/Selection (tentative)	Wednesday, 9/2
Projected Date for Award of Contract/ PO	Thursday, 9/3

1.3 Procurement Officer and Delivery Address:

James Fauscette
Palm Springs Convention Center
277 N. Avenida Caballeros
Palm Springs, CA 92262
Phone: 760-322-8423
Email: jfauscette@palmspringscc.com

SECTION 2 – INSTRUCTIONS TO PROPOSERS

2.1 Obtaining RFP Documents and Addenda:

RFP documents including Addenda can be found on the Palm Springs Convention Center's website at:

[Palm Springs Convention Center](#)

It is the Proposers responsibility to check the website regularly to stay current on the documents that are available as this is the primary communication site for this RFP.

2.2 Mandatory Pre-Proposal Conference:

A Pre-Proposal Conference will be held as follows:

Thursday, 8/13 @ 10 am PST

Location: **Palm Springs Convention Center, 277 N Avenida Caballeros, Palm Springs, CA 92262.** - Interested participants **MUST** attend the preproposal conference and RSVP to: mirrera@palmspringscc.com

All proposers **MUST** attend this **MANDATORY** conference to learn more about the requirements of this solicitation.

2.3 Proposer's Minimum Requirements:

The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit, with its proposal or upon request by the Palm Springs Convention Center (PSCC), the required submittal(s) documenting compliance with each minimum requirement.

Proposers that fail to include the required submittals with their proposal or fail to comply with minimum requirements shall be deemed non-responsive and shall not have its proposal considered. The stated minimum requirements shall be applicable during the duration of the contract.

1. **BACKGROUND CHECKS.** The Proposer shall conduct a full criminal background check at its own expense on each of its employees engaged in providing services under this RFP or any resulting Agreement prior to the commencement of said services. Any Proposer employee eligible to perform work pursuant to this RFP, or resulting Agreement, shall require the prior approval of the PSCC if he or she: (1) has been convicted of or was placed in a pre-trial diversion program for any crime involving dishonesty or breach of trust; embezzlement; drug trafficking; forgery; burglary; robbery; theft; perjury; possession of stolen property; identity theft; fraud; money laundering; shoplifting; larceny; falsification of documents and/or (2) has been convicted of any sex, weapons, or violent crime including but not limited to homicide; attempted homicide; rape; child molestation; extortion; terrorism or terrorist threats; kidnapping; assault; battery; and illegal weapon possession, sale or use. The Proposer shall defend, indemnify and hold the PSCC, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of its failure to comply with this requirement. The PSCC reserves the right to request copies of background checks for any Proposer employee at the PSCC Campus. Failure to comply with background check requirements herein will result in the termination of the contract.

2. **EMPLOYEE PERFORMANCE.** The Proposer shall employ personnel competent to perform the work specified herein. The PSCC reserves the right to request the removal of the Proposer's employees from performing maintenance at the PSCC Campus where the employee's performance or actions are obviously detrimental to the program. PSCC reserves the right to have final approval of the Proposer's appointed management personnel at the PSCC.

A. **Experience:** The Proposer must have five (5) years' experience delivering similar Landscaping Services. Proposer must demonstrate their financial capability to successfully provide the Services.

B. **Business License:** The selected firm will be required to be licensed in accordance with the Palm Springs Convention Center Business License Ordinance, Municipal Code Chapter 3.40 through 3.96, entitled "Business Tax". Proposers may obtain the license after award but must do so promptly as the license will be routed with the contract for final signature.

2.4 Submission of Proposals:

A. Requests for Proposals will be electronically received via email to jfauscette@palmspringscc.com until **the time specified in the schedule**. The receiving time date stamp in email system will be the governing time for acceptability of Proposals. Paper proposals, or proposals sent by any other means will not be accepted. Late proposals will not be accepted by the Palm Springs Convention Center so please allow plenty of time to submit your proposal. Failure to regularly check the website may result in not receiving Addenda or other important information pertaining to this process. Failure to acknowledge Addenda may render a proposal as being non-responsive or negatively impact the evaluation of a proposal. **Proposal files shall be clearly labeled per the instructions provided.**

SECTION 3 – CONDITIONS GOVERNING THE PROCUREMENT

3.1 Request for Clarifications/Questions:

- A. Questions are to be submitted through Email to James Fauscette at: jfauscette@palmspringscc.com.
- B. Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP. **The deadline for all questions is as outlined in the schedule.** Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda via the Procurement Officer on behalf of the Palm Springs Convention Center (PSCC) will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

3.2 Proposers Ethical Behavior:

Proposers, their representatives, agents, or anyone else acting on their behalf are specifically directed not to contact any PSCC employee, commission member, committee member, council member, or other agency employee or associate for any purpose related to this RFP other than as directed below. Contact with anyone other than as directed below will be cause for rejection of a proposal.

3.3 Proposals to Remain Open:

The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

3.4 Right to Accept or Reject Proposals:

The Palm Springs Convention Center reserves the right to waive any informality or technical defect in a proposal and to accept or reject, in whole or in part, any or all proposals and to cancel all or part of this RFP and seek new proposals, as best serves the interests of the PSCC. The PSCC furthermore reserves the right to contract separately with others certain tasks if deemed in the best interest of the PSCC.

3.5 Responsibility of Proposer:

All firms responding to this RFP shall be responsible. If it is found that a firm is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted an RFP without an authorized signature, falsified any information in the proposal package, etc.), the proposal shall be rejected.

3.6 Insurance:

Insurance provisions are contained in the Standard Contract Services sample agreement included in the RFP. The successful Proposer will be required to comply with these provisions. It is recommended that Proposers have their insurance provider review the insurance provisions BEFORE they submit their proposal.

3.7 Public Record:

- A. All documents submitted in response to this solicitation will become the property of the Palm Springs Convention Center and are subject to the California Code Section 7921 et seq., commonly known as the Public Records Act. Information contained in the documents, or any other materials associated with the solicitation, pursuant to CA Government Code 7922 during the negotiation process, may be made public after the PSCC's negotiations are completed, and staff has agendaized the recommendation to the PSCC Council for the award of a contract to a specific firm, but before final action is taken by the PSCC Council to award the contract.
- B. Although the California Public Records Act ("CPRA") recognizes that certain confidential trade secret information may be protected from disclosure, the PSCC may not be in a position to establish that the information submitted in a proposal is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," "Proprietary," or any other similar designation, the PSCC will provide the party submitting such information with reasonable notice to allow the party to seek protection from disclosure by a court of competent jurisdiction.
- C. If a submitting party contends that a portion of the proposal is confidential even under the CPRA, the party: 1) must clearly label each document and/or page deemed a confidential document 2) the legal rationale supporting such contention including specific references to applicable provisions of the Public Records laws of the State 3) must actively defend against any request for disclosure of information which the party has determined should not be released, and 4) must indemnify and hold harmless the PSCC from any loss, claim or suit, including attorneys' fees, brought by a person challenging the PSCC's refusal to release the documents. The PSCC will not, under any circumstances, incur any expenses, or be responsible for any damages or losses incurred by a party submitting a proposal or any other person or entity, because of the release of such information. The PSCC will not return the original or any copies of the proposal or other information or documents submitted to the PSCC as part of this RFP process. The PSCC may not recognize proposals where all the information, via a blanket statement is submitted as proprietary information or a trade secret. Such proposals may be found non-responsive.

3.8 Cost Related to Proposal Preparation:

The PSCC will NOT be responsible for any costs incurred by any firm responding to this RFP in the preparation of their proposal or participation in any presentation if requested, or any other aspects of the entire RFP process.

3.9 Compliance with Law:

Proposer warrants that all Services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances lawful orders, rules, and regulations.

3.10 Licenses, Permits, Fees and Assessments:

Proposer represents and warrants to PSCC that it will obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services requested in this RFP. Proposer represents and warrants to PSCC that Proposer shall, at its sole cost and expense, keep in effect at all times during the term of the Agreement if so awarded, any license, permit, qualification, or approval that is legally required for Proposer to perform the Work and Services under the Agreement if so awarded. Proposer shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties, and interest, which may be imposed by law and arise from or are necessary for the Proposer's performance of the Work and Services required under the Agreement if so awarded. Proposer shall indemnify, defend, and hold harmless PSCC against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against PSCC to the fullest extent permitted by law.

3.11 Investigations:

The PSCC reserves the right to make such investigations as it deems necessary to determine the ability of the firms responding to this RFP to perform the Work and the firm shall furnish to the PSCC all such information and data for this purpose as the PSCC may request. The PSCC reserves the right to reject any proposal if the evidence submitted by or investigation of such firm fails to satisfy the PSCC that such firm is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

3.12 Non-Collusion:

The undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal. Proposer must execute an Affidavit of Non-Collusion provided as Attachment "B" in the RFP and include it with their proposal.

3.13 Signed Proposal and Exceptions:

Submission of a signed proposal will be interpreted to mean that the firm responding to this RFP has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Proposals, and any attached sample agreement. Exceptions to any of the language in either the RFP documents or attached sample agreement, including the insurance requirements, must be requested under the request for clarifications/questions process by the deadline for questions. Any changes requested to the contract will be considered at that time and if changes are allowed, they will be sent out through an Addendum to all proposers. Exceptions to the PSCC's RFP document or standard boilerplate language, insurance requirements, terms, or conditions, etc. may only be considered during the early stage of the solicitation process; and shall not be included in the submitted proposals. The PSCC makes no guarantee that any exceptions will be approved but will consider any requests put forward in the request for clarification/question process.

3.14 Award of Contract

It is the PSCC's intent to award a contract to the firm that can provide all of the scope of work, equipment and services identified in the RFP document. However, the PSCC reserves the right to award a contract, or to make no award, whichever is in the best interest of the PSCC.

3.15 Form of Agreement:

The selected firm will be required to enter into a contractual agreement, inclusive of insurance requirements, with the Palm Springs Convention Center in accordance with the standard Contract Services Agreement (**see Section 8**). Please note that the Exhibits are intentionally not complete in the attached sample standard document. These exhibits will be negotiated with the selected firm and will appear in the final Contract Services Agreement executed between the parties.

Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award. If the highest ranked Proposer refuses or fails to execute the Agreement, or negotiations are not successful, or the agreement is terminated, the PSCC may, at its sole discretion, enter negotiations with and award the Contract to the second highest ranked Proposer, and so on.

We **specifically draw your attention** to the language in the sections of the sample contractual agreement attached entitled "**Conflict of Interest**" and "**Covenants Against Discrimination**" and recommend all firms carefully consider these contractual requirements prior to submitting a proposal in response to this RFP. Firms that submit a proposal in response to this RFP shall certify the following:

- A. **Conflict of Interest.** Proposer acknowledges that no officer or employee of the PSCC has or shall have any direct or indirect financial interest in this Agreement, nor shall Proposer enter into any agreement of any kind with any such officer or employee during the term of this Agreement and for one year thereafter. Proposer warrants that Proposer has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.
- B. **Covenant Against Discrimination.** In connection with its performance under this Agreement, Proposer shall not discriminate against any employee or applicant for employment because of actual or perceived race, religion, color, sex, age, marital status, ancestry, national origin (*i.e.*, place of origin, immigration status, cultural or linguistic characteristics, or ethnicity), sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition (each a "prohibited basis"). Proposer shall ensure that applicants are employed, and that employees are treated during their employment, without regard to any prohibited basis. As a condition precedent to PSCC's lawful capacity to enter this Agreement, and in executing this Agreement, Proposer certifies that its actions and omissions hereunder shall not incorporate any discrimination arising from or related to any prohibited basis in any Proposer activity, including but not 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; and further, that Proposer is in full compliance with the provisions of Palm Springs Municipal Code Section 7.05.02, including without limitation the provision of benefits, relating to non-discrimination in PSCC contracting.

SECTION 4 – SCOPE OF WORK

4.1 Background:

- A. Oak View Group, a major global sports and entertainment company, develops, manages, and provides hospitality for live experience venues like arenas, convention centers, and music festivals, aiming to disrupt the industry with innovative solutions. They oversee properties such as Climate Pledge Arena and UBS Arena and offer services from venue development to premium guest experiences.

For more information on OVG, please visit our website: www.OAKVIEWGROUP.COM

The Palm Springs Convention Center (“Facility”) is less than 2 miles from Palm Springs International Airport and offers over 1,600 hotel rooms within walking distance. The Palm Springs Convention Center is an extraordinary venue in a very special destination. The perfect solution for groups hosting conventions, meetings, trade shows, and special events.

Is it a 410-room Renaissance Hotel with over 180,000 square feet of meeting space or is it a convention center with 410 guest rooms. The shared meeting space – contiguous, under one roof, on ground level allows The Convention Center to boast a 112,000-square foot fully-carpeted exhibit hall – it features ample rigging points and floor-accessed power and water. Serviced from a 9-bay loading dock, it assures easy access for decorators, exhibitors, and production teams.

- B. Facility desires to engage the services of a single qualified Respondent (“Contractor”) to provide Event Security Services (“Services”) for events held in the Facility. Facility’s primary goals are for the awarded Contractor to provide the highest level of services to users of the Facility at competitive prices for the Facility. Below is a detailed description of the scope of services and the intent of the RFP is to find an “**Exclusive**” service provider for the Facility.

SCOPE OF WORK

Provider must currently be involved in the business of providing landscaping and all related services.

Summary of Work:

Reports:

Reports are to be submitted by the Contractor as follows:

- a) Quarterly scheduling, planting and scalping reports.
- b) Flower and plant replacements options to be submitted for facility review and approval.
- c) Any other documentation as requested by Facility.

Items provided by Facility:

A. Items which are directly related to the work of this Contract provided by Palm Springs Convention Center, the Jackie Lee Huston Plaza, the East Lot and the Andreas Parking Lot are:

Sprinkler Controllers, trash and green waste roll off receptacles.

Payment:

Provider shall bill PSCC the following as monthly billing: Not to exceed
\$X,XXX per month.

All invoices will be submitted by email to ap@palmspringscc.com or mailed to: Palm Springs Convention Center
Attention: Finance
277 N Avenida Caballeros
Palm Springs Ca 92262

Labor:

Provider will be responsible for the hiring and dismissing of any of its employees. However, authorized Facility representatives have the right to have any employee removed from the Facility.

Employees shall be clean and neat in appearance. All employees must display identification prominently and at all times while on the Facility premises.

All employees shall be qualified and properly trained.

A minimum of 5 days and 40 hours per week to be dedicated to PSCC services.

Licenses:

Provider shall be required to provide and maintain any permits and licenses required by law at its own expense.

Books and Records Provider shall keep and maintain on a current basis in accordance with generally accepted accounting principles consistently applied, and reasonably satisfactory to OVG, complete and accurate records and books of account with respect to the calculation of all hours worked and amounts billed to OVG as provided in this Agreement.

General Landscape Services:

All services to be billed as a monthly rate, inclusive of all bi-annual and annual maintenance.

Location: Palm Springs Convention Center, Palm Springs Convention Center Parking Lots (East and Andreas Lots) and the Jackie Lee Huston Plaza

- Apply herbicides to turf areas - Bi-annual &/or as needed to maintain the health and overall appearance as related to the site service.
- Scalp & Apply seed to turf areas – Annually or as needed to maintain the health and overall appearance as related to the site service.
- Trim and prune all trees - Bi-annual &/or as needed to remove dead or damaged areas and to maintain the health and overall appearance as related to the site service.
- Aerate turf areas - Bi-annually
- Trim, shape & size all hedges/shrubs - quarterly &/or as needed to maintain health and appearance as related to the site service.
- Trim, shape and size hedges along the parameter of the Jackie Lee Huston Plaza and adjoining fence line - quarterly &/or as needed to maintain the health and appearance as related to the site service
- Fertilize turf areas - Bi-annually &/or as needed to maintain the health and appearance as related to the site service.
- Fertilize flowers & plants Bi-annually &/or as needed to maintain the health and appearance as related to the site service.

- Control pest nuisance &/or as needed to maintain the health and appearance as related to the site service.
- Cultivate beds - biannually &/or as needed to maintain the health and appearance as related to the site service.
- Maintain plant free walkways and hardscaped areas as needed to maintain the health and appearance as related to the site service.
- Power edge all areas as needed to maintain health and general appearance as related to the site service.
- Mow turf as needed to maintain health and appearance as related to the site service.
- Adjust stakes on all trees &/or as needed to maintain the health and appearance as related to the site service.
- Fine rake all areas as needed to maintain the health and appearance as related to the site service.
- Daily trash removal from exterior trash receptacles and parking lots, including south wall of the Andreas parking lot, as needed to maintain the health and appearance as related to the site service. **This includes the East Lot and Andreas Lot.**
- Apply insecticides as needed to maintain the health and appearance as related to the site service.
 - Apply insecticides as needed to maintain the health and appearance as related to the site service.
 - Monitor, adjust and repair all aspects of the irrigation system as needed to maintain the health and appearance as related to the site service.
 - Apply refills and stabilizers as needed to pathways as needed to 'restore' areas to acceptable aesthetics.

- Apply 'Desert Gold' to hardscaped areas as needed to 'restore' areas to acceptable aesthetics.

- Palm trees will be serviced once per year: Remove lower fronds that are dead or more than about half chlorotic.

Frequency of tasks is to be agreed upon by both parties to ensure the maintenance and upkeep is within the parameters of reasonable expectations to maintain the general health and overall acceptable aesthetics of property.

Books and Records:

Provider shall keep and maintain on a current basis in accordance with generally accepted accounting principles consistently applied, and reasonably satisfactory to OVG, complete and accurate records and books of account with respect to the calculation of all hours worked and amounts billed to OVG as provided in this Agreement. OVG and its agents and employees (when authorized by OVG) shall at all reasonable times have access to and the right to examine, reproduce or make extracts from all such records and books of account. All records for any event shall be retained by the Provider for a period of two (2) years from the end of such event. OVG shall have the right to retain independent accountants and/or auditors in connection with the examination of such records and books of account. In the event that any such examination reveals that the actual results of billable hours varies by more than three percent (.5%), for the period in question, from the results of operation for the Security hours as reported by Provider to OVG, then, in such event, Provider shall pay to OVG, upon demand, the cost and expense incurred by OVG in connection with any such examination and/or audit and simultaneously therewith, Provider shall pay to OVG any additional amounts owed to OVG, as disclosed by any such examination and/or audit.

Scope:**A. Proposal Preparation and Submission**

Proposals should include all the information requested in the RFP and any additional information relevant for a full and complete understanding of the proposal. Bidders must use the forms and templates provided by Company. Bidders shall not withhold any information from the written responses in anticipation of presenting the information orally or in a demonstration, since oral presentations may not be solicited. Any proposals that do not conform to the specified format will not be accepted. Responses should be organized in the same order as the RFP with the same number and letter sequences.

Company is interested in obtaining a complete solution for the Services in the RFP. Submissions that meet the instructions and requirements will be given a thorough and objective review. Company will use several factors and requirements in evaluating the proposals and quality will be a major factor in the final decision. Late submissions, failure to comply with requirements, or exceptions to the mandatory requirements will be eliminated without further consideration.

The evaluation criteria for the Services include, but are not limited, to the following factors and requirements:

i. Completeness and Clarity

- (a) Complete and full understanding of the scope of work.
- (b) The response must contain concise descriptions of the Contractor's abilities to satisfy stated requirements and specifications. Contractor must be able to provide Event Security Services. Contractor must submit one proposal. The sequence of responses must follow the format in the RFP. All responses must reference the specific section or subsection number.

ii. Project Management and Staffing

Contractors must demonstrate adequate experience in developing or implementing similar services at locations similar in size. Contractor's ability to meet deadlines and successfully manage similar facilities will be a primary consideration.

- (a) Contractor provides an organization chart of the people who will be directly involved in the project implementation.
- (b) Contractor will provide a list of facilities of similar sizes.

iii. Contractor Experience

- (a) References and local presence

iv. Costs and Fees

Contractor must include all costs for all Services being responded to including, but not limited to the following:

- (a) Cost per item(s) and one-time costs
- (b) Recurring Costs
- (c) Other additional costs

v. Value Added Services and/or Competitive Advantages

Contractor should indicate any unique value-added services or competitive advantages that will add value to the Services.

• **SECTION 5 – PROPOSAL FORMAT AND ORGANIZATION**

5.1 Proposal Requirements:

This Request for Proposals is managed by Oak View Group.

The firm's proposal should describe the methodology to be used to accomplish the project objectives. The proposal should also describe the work which should be necessary in order to satisfactorily complete the requirements described.

Prior to proposal submission, Proposers shall be afforded the opportunity to inspect and assess the Facility. Submission of a proposal shall constitute Proposer's acknowledgment that it has had sufficient opportunity to evaluate existing conditions. Failure to conduct such inspection shall not relieve Proposer of its obligations under this Agreement.

Please note: this RFP cannot identify each specific, individual task required to implement this project successfully and completely. The Palm Springs Convention Center relies on the professionalism and competence of the selected firm to be knowledgeable of the general areas identified in the scope of work and to include in its proposal all required tasks and subtasks, personnel commitments, man-hours, direct and indirect costs, etc. Proposal Format:

Firms are requested to format their proposals so that responses correspond directly to, and are identified with, the specific evaluation criteria stated in Section 6 below. **The proposals must be in an 8 ½ X 11 format, minimum 10pt font size, minimum ¾" margins, and may be no more than a total of 25 electronic pages, including cover letters, organization charts, staff resumes, and appendices. NOTE:** Front and Back Covers, Dividers, Attachment's "A", "B", "C" "and D" and Addenda acknowledgments, and the Cost/Rates Proposal (**in a separate electronic file*) do NOT count toward the limit (everything else does).

5.2 Proposal Content:

A. Proposers must provide the information identified below. All such information shall be presented in a format that directly corresponds to the numbering scheme identified here.

B. Each Proposal Package must include two separate electronic files as follows:

Electronic File #1, clearly marked "Technical Proposal", shall include the following items:

Technical Proposal: The Technical Proposal (Electronic File #1) shall be clearly marked as per the instructions above and shall include Sections A, B, C, D, E, F, G and H below:

Section A: Completeness and Clarity

A.1. Complete and demonstrated understanding of the scope of work.

A.2. Proposals must contain concise descriptions of the Proposer's abilities to satisfy stated requirements and specifications. Proposer must be able to provide Event Security Services. Proposer must submit one proposal for all the Services.

A.2.1 Proposal demonstrates a complete and clear understanding of the Scope of Work

A.2.1 Proposal provides concise descriptions of Contractor's ability to satisfy all stated requirements and specifications

A.2.2 Proposal confirms Contractor's ability to provide Event Security Services

A.2.3 Proposal is submitted as a single, complete response covering all Services

A.2.4 Proposal responses follow the sequence and format of the RFP

A.2.5 Proposal responses reference applicable RFP section or subsection numbers

Section B: Project Management and Staffing

B.1 Proposer must demonstrate adequate experience in developing or implementing similar services at locations similar in size. Proposers' ability to meet deadlines and successfully manage similar services shall be a primary consideration.

B.2.1 Proposer shall provide an organization chart of the staff who will be directly involved in the project implementation.

B.2.1 Proposer will provide a list of facilities of similar size projects.

Section C: Contractor Experience

C.1 Provide at least three (3) references and local presence to successfully perform these onsite Services.

C.1.1 Description of Proposer's experience providing similar Services to convention center or comparable large public assembly venues.

C.1.2 Description of experience delivering Event Security Services in high-density event environments.

C.1.3 Organizational chart identifying personnel directly involved in the project implementation and ongoing operations.

C.1.4 Description of project management approach and demonstrated ability to meet deadlines.

C.1.5 List of customers of facilities of similar size and complexity

C.1.6 References and descriptions of local or regional presences, if applicable.

Section D: Operating Plan / Infrastructure Management

- D.1 Description of the proposed operating plan for delivery of Services to the Facility and its clients.
- D.2 Description of the proposed Services, systems, and equipment to be provided.
- D.3 Demonstrated conformance with technical requirements and specifications contained in the RFP.
- D.4 Project implementation and transition plan, including deployment and cutover approach.

Section E: Contractor Experience

- F.1 Proposer shall indicate any unique value-added services or competitive advantages that will add value to the Services.

Section F: Local Preference

- G.1 Pursuant to the Palm Springs Convention Center Local Preference Ordinance 1756, in awarding contracts for services, preference to a Local Business shall be given whenever practicable and to the extent consistent with the law and interests of the public. The term "Local Business" is defined as a vendor, contractor, or consultant who has a valid physical business address located within the Coachella Valley, at least six months prior to bid or proposal opening date, from which the vendor, contractor, or consultant operates or performs business on a day-to-day basis and holds a valid business license by a jurisdiction located in the Coachella Valley. "Coachella Valley" is defined as the area between the Salton Sea on the south, the San Jacinto and Santa Rosa Mountains on the west, and the Little San Bernardino Mountains on the east and north. For the purposes of this definition, "Coachella Valley" includes the cities of Beaumont and Banning and the unincorporated areas between Banning and the Palm Springs Convention Center. Post office boxes are not verifiable and shall not be used for the purpose of establishing such physical address.

In order for a business to be eligible to claim the preference, the business **MUST request the preference in the Solicitation response (see Attachment A)** and provide a copy of its current business license (or of those it employs for this project) from a jurisdiction in the Coachella Valley. A non-local business that requests the preference based on employing local residents must provide proof of full-time primary residency from a jurisdiction in the

Coachella Valley with the proposal. The PSCC reserves the right to determine eligibility.

Section H: Forms: - Please include the following completed forms with your technical proposal

- a. Completed Signature authorization and Addenda Acknowledgment (see Attachment A)
- b. If applicable, your specific request for Local Preference (reference Attachment A)
- c. Completed Affidavit of Non-Collusion (see Attachment B)
- d. Completed No Conflict of Interest and Non-Discrimination Form (Attachment C)
- e. Complete the Reference form (Attachment D)

Electronic File #2, clearly marked “Cost Proposal”, shall include the following:

Section I: Cost Proposal:

Proposers must use the cost proposal form provided as Attachment “E” in this RFP. The cost proposal file shall be named “RFP 1001 Proposer Name Cost Proposal”. The Cost Proposal shall be based on a not to exceed cost that is inclusive of all costs to perform the scope of work. Failure to use the Cost Proposal form provided by the PSCC will be cause for rejection of a proposal. Do NOT include Sections A-H in the Cost Proposal, Electronic File #2, Cost proposals will be evaluated by utilizing the ratio of the lowest cost provider times the number of points available for this category.

5.3 Submission of Proposal:

The two electronic files shall be emailed directly to James Fauscette at jfauscette@palmspringscc.com.

All submissions must be time and date stamped by the email system as being received by the deadline. Late submissions will be rejected.

Proposals not meeting the above criteria may be found to be non-responsive.

• SECTION 6 – PROPOSAL EVALUATION

6.1 Evaluation of Proposals:

This solicitation has been developed in the RFP best value format. Accordingly, firms should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements set forth in the RFP document. Price alone will not be the sole determining criteria. Proposal Evaluation Criteria:

An Evaluation Committee, using the following evaluation criteria for this RFP, will evaluate all responsive proposals to this RFP. Firms are requested to submit their proposals so that they correspond to and are identified with the following specific evaluation criteria (100 total points possible):

	Criteria	Points
Experience	Demonstrated experience providing comparable Landscaping Services at similar large public assembly venues; qualifications of key personnel; references.	20
Operating Plan/Infrastructure Management	Proposed operating model; team management approach; conformance with technical requirements; implementation and transition planning.	20
Client Service Approach	Staffing model; customer service philosophy; service escalation and responsiveness; value-added services and competitive advantages that enhance client and attendee experience.	20
Completeness and Clarify	Completeness, organization, and clarity of the proposal; responsiveness to RFP requirements; adherence to required format and submission instructions.	10
Local Preference	Preference to a Local Business shall be given whenever practicable.	10
Financial Proposal	Proposed Rate Schedules for Services; Capital Investment commitment; overall financial value to the Facility.	20
Total Points**		100

Prior PSCC work - If your firm has prior experience working with the PSCC do not assume this prior work is known to all members of the evaluation committee. All firms are evaluated on the information contained in their proposal, information obtained from references (including the PSCC and past performance if applicable), and presentations if requested. All proposals should be prepared as if the evaluation committee members have no knowledge of the firm, their qualifications, or past projects.

****Interviews** – The PSCC reserves the right to interview top ranking proposers. If interviews are required, the proposers invited to interview will be notified in advance and provided a format and time for the interviews. An additional 25 points will be used to score the interview based on the same criteria listed in the RFP. The 25 points will be prorated in the same proportion as the proposal scoring listed in the table above.

Best and Final Offers – The PSCC reserves the right to ask for Best and Final Offers where costs are over budget.

6.2 Selection Process and Award of Contract:

Selection will be made by totaling the points for the proposals and using a set ratio formula to evaluate the price category, plus the interview score (if required). The proposer with the highest number of points will be recommended for award of the contract. The PSCC reserves the right to negotiate the terms and conditions of any resulting contract. Final contract award, if any, will be made by the Palm Springs PSCC Council or PSCC Manager depending on value. The selected firm will be required to comply with all insurance and license requirements of the PSCC.

• SECTION 7 – RFP FORMS

ATTACHMENT “A”- Signature Authorization Form, including Addenda acknowledgment. *Must be completed and included with Work/Technical Proposal electronic file #1.

ATTACHMENT “B” - Non-Collusion Affidavit Form. *Must be completed and included with Work/Technical Proposal electronic file #1.

ATTACHMENT “C” – No Conflict of Interest and Non-Discrimination Form. *Must be completed and included with Work/Technical Proposal electronic file #1.

ATTACHMENT “D” – Reference Form. *Must be completed and included with Work/Technical Proposal electronic file #1.

ATTACHMENT “E” – Cost Proposal Form. *Must be completed and included in a separate electronic file #2 – do not include this with your Work/Technical Proposal, electronic file #1.

ATTACHMENT "A"
SIGNATURE AUTHORIZATION
REQUESTS FOR PROPOSALS (RFP 1005)
Landscaping Services
Request for Proposal

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK PROPOSAL (Electronic File #1)

NAME OF COMPANY(PROPOSER):

BUSINESS ADDRESS: _____

TELEPHONE: _____ CELL PHONE _____ FAX _____
CONTACT PERSON _____ EMAIL ADDRESS _____

- A. **I hereby certify that I have the authority** to submit this Proposal to the Palm Springs Convention Center for the above listed individual or company. I certify that I have the authority to **bind** myself/this company in a contract should I be successful in my proposal.

PRINTED NAME AND TITLE

SIGNATURE AND DATE

- B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

_____ An individual;

_____ A partnership, Partners' names: _____

_____ A company;

_____ A corporation If a corporation, organized in the state of: _____

2. My tax identification number is: _____

Please check below IF your firm qualifies as a Local Business as defined in the RFP:

_____ A Local Business (licensed within the jurisdiction of the Coachella Valley).

Copy of current business license **is required** to be attached to this document.

ADDENDA ACKNOWLEDGMENT:

Acknowledgment of Receipt of any Addenda issued by the PSCC for this RFP is required by including the acknowledgment with your proposal. Failure to acknowledge the Addenda issued may result in your proposal being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addenda:

Addendum(s) # _____ is/are hereby acknowledged.

ATTACHMENT "B"
NON-COLLUSION AFFIDAVIT
REQUESTS FOR PROPOSALS (RFP 1005)
Landscaping Services
Request for Proposal

THIS FORM MUST BE COMPLETED EXECUTED BY PROPOSER AND SUBMITTED WITH YOUR TECHNICAL/WORK PROPOSAL (Electronic File #1)

The undersigned, deposes and says that he or she is

_____ of _____

_____, the party making the foregoing Proposal. That the Proposal is not made in the interests of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from Proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereof, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Proposal depository, or any other member or agent thereof to effectuate a collusive or sham Proposal.

Signature: _____

Title: _____

ATTACHMENT "C"
PALM SPRINGS CONVENTION CENTER, CA
CONFLICT OF INTEREST AND NON-DISCRIMINATION CERTIFICATION
REQUEST FOR PROPOSAL (RFP 1005)
Landscaping Services
Request for Proposal

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK PROPOSAL (Electronic File #1)

Conflict of Interest. Contractor acknowledges that no officer or employee of the PSCC has or shall have any direct or indirect financial interest in this Agreement, nor shall Contractor enter into any agreement of any kind with any such officer or employee during the term of this Agreement and for one year thereafter. Contractor warrants that Contractor has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

Covenant Against Discrimination. In connection with its performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived race, religion, color, sex, age, marital status, ancestry, national origin (*i.e.*, place of origin, immigration status, cultural or linguistic characteristics, or ethnicity), sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition (each a "prohibited basis"). Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to any prohibited basis. As a condition precedent to PSCC's lawful capacity to enter this Agreement, and in executing this Agreement, Contractor certifies that its actions and omissions hereunder shall not incorporate any discrimination arising from or related to any prohibited basis in any Contractor activity, including but not 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; and further, that Contractor is in full compliance with the provisions of Palm Springs Municipal Code Section 7.05.02, including without limitation the provision of benefits, relating to non-discrimination in PSCC contracting.

NAME OF CONTRACTOR/VENDOR: _____

NAME and TITLE of Authorized Representative:

(Print) _____

Signature and Date of Authorized Representative:

(Sign) _____ (Date) _____

ATTACHMENT “D”
REFERENCES
REQUESTS FOR PROPOSALS (RFP 1005)
Landscaping Services
Request for Proposal

Reference 1	
Organization name:	Contact and title:
Address:	Phone number:
	Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	
Reference 2	
Organization name:	Contact and title:
Address:	Phone number:
	Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	
Reference 3	
Organization name:	Contact and title:
Address:	Phone number:
	Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	

ATTACHMENT "E"
COST PROPOSAL
REQUEST FOR PROPOSAL (RFP 1005)
Landscaping Services
Request for Proposal

THIS FORM MUST BE COMPLETED AND SUBMITTED IN SEPARATE ELECTRONIC FILE #2 "Cost Proposal", NOT with Electronic File #1, Technical/Work Proposal*)

ITEM	DESCRIPTION	Unit of Measure	Rate	TOTAL
1				
2				
3				
	Total			

In addition to the above table all Contractor shall submit their detail equipment rental rates.

A. Costs and Fees

The Financial Proposal will be evaluated as a scored component of this RFP in accordance with the Evaluation Criteria.

B. Contractor shall include all costs and applicable discounts or rebates for all Services being provided to include, but not limited to the following:

- a.** Cost per item(s) and one-time costs
- b.** Recurring Costs
- c.** Other additional costs

C. Rate Schedule and Sheet of Charges

As part of this Cost Proposal, Contractor shall submit a comprehensive Rate Schedule/Sheet of charges detailing all fees and rate for Services provided under this Agreement.

D. Approval and Adjustments:

All proposed Rate Schedules shall be subject to review and approval by Company. Company reserves the right to require reasonable modifications to proposed rates as a condition of contract award or renewal to ensure competitiveness, transparency, and alignment with Facility objectives.

Firm Name: _____

Signature of Authorized Person: _____

Printed Name: _____

Title: _____

Date: _____

• SECTION 8 – SAMPLE AGREEMENT

•

Note: This Agreement must be reviewed by Proposers for acceptance during the RFP process, and any changes or questions must be addressed during the question-and-answer period outlined in the RFP. The PSCC will not accept any changes to the agreement after the question period is closed. Proposals submitted with exceptions to scope and agreement terms will not be moved forward in the evaluation process.

•

**• SAMPLE BOILERPLATE AGREEMENT – EXHIBITS INTENTIONALLY
INCOMPLETE**

**CONTRACT SERVICES AGREEMENT ____
TITLE**

THIS AGREEMENT FOR CONTRACT SERVICES ("Agreement") is made and entered into on _____, 20__, by and between the Palm Springs Convention Center, a California charter PSCC and municipal corporation ("PSCC"), and _____, a _____, ("Contractor"). PSCC and Contractor are individually referred to as "Party" and are collectively referred to as the "Parties".

RECITALS

- A. PSCC requires the services of a _____, for _____, ("Project").
- B. Contractor has submitted to PSCC a proposal to provide _____, under the terms of this Agreement.
- C. Contractor is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided in this Agreement.
- D. PSCC desires to retain Contractor to provide such contract services.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor agrees to perform the contract services set forth in the Scope of Services described in Exhibit "A" (the "Services" or "Work"), which is attached and incorporated herein by this reference. As a material inducement to the PSCC entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and contract services and that Contractor is experienced in performing the Work contemplated and, in light of such status and experience, Contractor covenants that it shall perform the Work in a competent, professional, and satisfactory manner consistent with the level of care and skill ordinarily exercised by high quality, experienced, and well qualified members of the profession currently practicing under similar conditions. In the event of any inconsistency between the terms contained in the Scope of Services/Work and the terms set forth in this Agreement, the terms set forth in this Agreement shall govern.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the PSCC's Request for Proposals; and, (4) the Contractor's signed, original proposal submitted to the PSCC ("Contractor's Proposal"), (collectively referred to as the "Contract Documents"). The PSCC's Request for Proposals and the Contractor's Schedule of Compensation, which is attached as Exhibits "B" is incorporated herein by this reference and are made a part of this Agreement. The Scope of Services shall include the Contractor's Proposal. All provisions of the Scope of Services, the PSCC's Request for Proposals and the Contractor's Proposal shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the

conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the provisions of the Scope of Services (Exhibit "A"); (2nd) the provisions of the PSCC's Request for Proposal; (3rd) the terms of this Agreement; and, (4th) the provisions of the Contractor's Proposal.

1.3 Compliance with Law. Contractor warrants that all Services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances lawful orders, rules, and regulations. Contractor shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement.

1.4 Licenses, Permits, Fees, and Assessments. Contractor represents and warrants to PSCC that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Contractor represents and warrants to PSCC that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services, Contractor shall immediately inform the PSCC of such fact and shall not proceed except at Contractor's risk until written instructions are received from the PSCC.

2.2. Method of Payment. Unless another method of payment is specified in the Schedule of Compensation (Exhibit "B"), in any month in which Contractor wishes to receive payment, Contractor shall submit to the PSCC an invoice for services rendered prior to the date of the invoice. The invoice shall be in a form approved by the PSCC's Finance Director and must be submitted no later than the tenth (10) working day of such month. Such requests shall be based upon the amount and value of the services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the PSCC. PSCC shall use reasonable efforts to make payments to Contractor within forty-five (45) days after receipt of the invoice or as soon as is reasonably practical. There shall be a maximum of one payment per month.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by PSCC, Parties shall execute a written amendment to this Agreement, specifying all proposed amendments, including, but not limited to, any additional fees. An amendment may be entered into:

- A. To provide for revisions or modifications to documents, work product, or work, when required by the enactment or revision of any subsequent law; or
- B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated by the PSCC Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the PSCC.

3. SCHEDULE OF PERFORMANCE

3.1 Term. Unless earlier terminated in accordance with Section 4.5 of this Agreement, this Agreement shall continue in full force and effect for a period of *****INSERT TIME PERIOD, E.G., WEEKS/MONTHS/YEARS*****, commencing on the Effective Date, and ending on *****INSERT AGREEMENT END DATE*****, unless extended by mutual written agreement of the Parties. However, the term shall not exceed *****INSERT AGREEMENT TERM LENGTH***** from the Effective Date, except as otherwise provided in the Schedule of Performance described in Section 3.4 below.

3.2 Termination Prior to Expiration of Term. The PSCC may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor. Where termination is due to the fault of Contractor and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the PSCC. Upon receipt of the notice of termination, Contractor shall immediately cease all Services except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer after such notice. PSCC shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of Work. Contractor may not terminate this Agreement except for cause, upon thirty (30) days written notice to PSCC.

3.3 Schedule of Performance. Contractor shall commence the Services under this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance. When requested by Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the PSCC shall not be obligated to grant such an extension.

3.4 Force Majeure. The time for performance of Services to be rendered under this Agreement may be extended because of any delays due to a Force Majeure Event, if Contractor notifies the Contract Officer within ten (10) days of the commencement of the Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the Contractor's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Work); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the PSCC in its capacity as a municipal authority. After Contractor notification, the Contract Officer shall investigate the facts and the extent of any necessary delay, and extend the time for performing the Services for the period of the enforced delay when and if, in the Contract Officer's judgment, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. The Contractor will not receive an adjustment to the contract price or any other compensation. Notwithstanding the foregoing, the PSCC may still terminate this Agreement in accordance with the termination provisions of this Agreement.

4. COORDINATION OF WORK

4.1 Representative of Contractor. The following principal of Contractor is designated as being the principal and representative of Contractor authorized to act in its behalf and make all decisions with respect to the Services to be performed under this Agreement: *****INSERT NAME AND TITLE OF CONTRACTOR'S REPRESENTATIVE*****. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for PSCC to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally

supervise the Services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be the PSCC Manager or his/her designee ("Contract Officer"). Contractor shall be responsible for keeping the Contract Officer fully informed of the progress of the performance of the Services. Contractor shall refer any decisions that must be made by PSCC to the Contract Officer. Unless otherwise specified, any approval of PSCC shall mean the approval of the Contract Officer.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, education, capability, and reputation of Contractor, its principals and employees, were a substantial inducement for PSCC to enter into this Agreement. Contractor shall not contract with any other individual or entity to perform any Services required under this Agreement without the PSCC's express written approval. In addition, neither this Agreement nor any interest may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of PSCC. Subcontracts, if any, shall contain a provisions making them subject to all provisions stipulated in this Agreement including without limitation the insurance and indemnification requirements. If Contractor is permitted to subcontract any part of this Agreement by PSCC, Contractor shall be responsible to PSCC for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and PSCC. All persons engaged in the Work will be considered employees of Contractor. PSCC will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest in this Agreement may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of PSCC. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability under this Agreement without the express written consent of PSCC.

4.4 Independent Contractor. The legal relationship between the Parties is that of an independent contractor, and nothing shall be deemed to make Contractor a PSCC employee.

- A. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act independently and shall not act or represent themselves as PSCC officers or employees. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither PSCC nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at PSCC's offices. PSCC shall have no voice in the selection, discharge, supervision, or control of Contractor's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. PSCC shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venture or a member of any joint enterprise with Contractor.
- B. Contractor shall not have any authority to bind PSCC in any manner. This includes the power to incur any debt, obligation, or liability against PSCC.
- C. No PSCC benefits shall be available to Contractor, its officers, employees, or agents in connection with any performance under this Agreement. Except for contract fees paid to Contractor as provided for in this Agreement, PSCC shall not pay salaries, wages, or other compensation to Contractor for the performance of Services under this Agreement. PSCC

shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing Services. If for any reason any court or governmental agency determines that the PSCC has financial obligations, other than under Section 2 and Subsection 1.8 in this Agreement, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, servants, representatives, subcontractors, or agents, Contractor shall indemnify PSCC for all such financial obligations.

4.5 California Labor Code Requirements.

A. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the PSCC, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

B. If the Services are being performed as part of an applicable "public works" or "maintenance" project and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

5. INSURANCE

5.1 Types of Insurance. Contractor shall procure and maintain, at its sole cost and expense, the insurance described herein. The insurance shall be for the duration of this Agreement and includes any extensions, unless otherwise specified in this Agreement. The insurance shall be procured in a form and content satisfactory to PSCC. The insurance shall apply against claims which may arise from the Contractor's performance of Work under this Agreement, including Contractor's agents, representatives, or employees. In the event the PSCC Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the PSCC, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the PSCC Manager or his designee. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified in this Agreement. Except as otherwise authorized below for contract liability (errors and omissions) insurance, all insurance provided under this Agreement shall be on an occurrence basis. The minimum amount of insurance required shall be as follows:

A. **Errors and Omissions Insurance.** Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, standard industry form contract liability (errors and omissions) insurance coverage in an amount of not less than one million dollars (\$1,000,000.00) per occurrence and two-million dollars (\$2,000,000.00) annual aggregate, in

accordance with the provisions of this section.

_____Required

_____is not required;

(1) Contractor shall either: (a) certify in writing to the PSCC that Contractor is unaware of any contract liability claims made against Contractor and is unaware of any facts which may lead to such a claim against Contractor; or (b) if Contractor does not provide the certification under (a), Contractor shall procure from the contract liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services under this Agreement.

(2) If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Contractor shall obtain continuing insurance coverage for the prior acts or omissions of Contractor during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the PSCC Manager.

(3) In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Services under the terms of this Agreement.

B. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the PSCC and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies. If Contractor has no employees, Contractor shall complete the PSCC's Request for Waiver of Workers' Compensation Insurance Requirement form.

C. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000.00) general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.

D. Business Automobile Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions

must be declared to and approved by the PSCC Manager or his/her designee prior to commencing any work or services under this Agreement. Contractor guarantees payment of all deductibles and self-insured retentions. PSCC reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the PSCC Manager or his/her designee may require evidence of pending claims and claims history as well as evidence of Contractor's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Contractor under this Agreement:

A. For any claims related to this Agreement, Contractor's coverage shall be primary insurance with respect to the PSCC and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the PSCC and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

B. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to PSCC and its officers, council members, officials, employees, agents, and volunteers.

C. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the PSCC or its operations shall limit the application of such insurance coverage.

D. No required insurance coverages may include any limiting endorsement which substantially impairs the coverages set forth in this Agreement (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the PSCC Manager and approved in writing.

E. Contractor agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided in this Agreement.

F. Contractor agrees to ensure that subcontractors, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the PSCC for review.

G. Contractor acknowledges and agrees that any actual or alleged failure on the part of the PSCC to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on the PSCC nor does it waive any rights in this or any other regard.

H. Contractor shall provide proof that policies of insurance required in this Agreement, expiring during the term of this Agreement, have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage

shall be provided to PSCC no later than ten (10) days prior to expiration of the lapsing coverage.

I. Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

J. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impair the provisions of this section.

K. Contractor agrees to provide immediate notice to PSCC of any claim or loss against Contractor arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. PSCC assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve PSCC, or to reduce or dilute insurance available for payment of potential claims.

L. Contractor agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

5.4 Sufficiency of Insurers. Insurance required in this Agreement shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless such requirements are waived in writing by the PSCC Manager or his designee due to unique circumstances.

5.5 Verification of Coverage. Contractor shall furnish PSCC with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the PSCC before work commences. PSCC reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the Palm Springs Convention Center or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

A. *"The Palm Springs Convention Center, its officials, employees, and agents are named as an additional insured..." ("as respects Palm Springs Convention Center Contract No.____" or "for any and all work performed with the PSCC" may be included in this statement).*

B. *"This insurance is primary and non-contributory over any insurance or self-insurance the PSCC may have..." ("as respects Palm Springs Convention Center Contract No.____" or "for any and all work performed with the PSCC" may be included in this statement).*

C. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.*

D. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of PSCC, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the Palm Springs Convention Center shall be named the certificate holder on the policies. All certificates of insurance and endorsements are to be received and approved by the PSCC before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Contractor's obligation to provide them.

6. INDEMNIFICATION

6.1 Indemnification and Reimbursement. To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense), indemnify, protect, and hold harmless PSCC, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Contractor's employees included), for damage to property, including property owned by PSCC, for any violation of any federal, state, or local law or ordinance or in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct committed by Contractor, its officers, employees, representatives, and agents, that arise out of or relate to Contractor's performance of Services or this Agreement. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the Indemnified Parties. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability under this Agreement. Contractor's indemnification obligation shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final.

6.3 Design Contract Services Indemnification and Reimbursement. If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to the extent which the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor in the performance of the Services or this Agreement, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

7. REPORTS AND RECORDS

7.1 Accounting Records. Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement, or as the Contract Officer shall require. Contractor acknowledges that the PSCC is greatly concerned about the cost of the Work to be performed under this Agreement. For this reason, Contractor agrees that Contractor shall promptly notify the Contract Officer the estimated increased or decreased cost if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services. If Contractor is providing design services, Contractor shall promptly notify the Contract Officer the estimated increased or decreased cost for the project being designed if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the design services.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of PSCC and shall be promptly delivered to PSCC upon request of the Contract Officer or upon the termination of this Agreement. Contractor shall have no claim for further employment or additional compensation as a result of the exercise by PSCC of its full rights of ownership of the documents and materials. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Contractor will be at the PSCC's sole risk and without liability to Contractor, and the PSCC shall indemnify the Contractor for all resulting damages. Contractor may retain copies of such documents for their own use. Contractor shall have an unrestricted right to use the concepts embodied in this Agreement. Contractor shall ensure that all its subcontractors shall provide for assignment to PSCC of any documents or materials prepared by them. In the event Contractor fails to secure such assignment, Contractor shall indemnify PSCC for all resulting damages.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Contractor in the performance of this Agreement shall be considered confidential and shall not be released by Contractor without PSCC's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of PSCC, Contractor shall provide PSCC, or other agents of PSCC, such access to Contractor's books, records, payroll documents, and facilities as PSCC deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Contractor's performance under this Agreement. Contractor shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by PSCC hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such County, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Default of Contractor. Contractor's failure to comply with any provision of this Agreement shall constitute a default.

A. If the PSCC Manager, or his designee, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as PSCC may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, PSCC shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which PSCC may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for all reasonable costs incurred by PSCC as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any PSCC right to take legal action in the event that the dispute is not cured, provided that nothing shall limit PSCC's right to terminate this Agreement without cause under Section 3.2.

B. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, PSCC may, after compliance with the provisions of Section 8.3(A), take over the work and prosecute the same to completion by contract or otherwise. The Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the PSCC shall use reasonable efforts to mitigate such damages). The PSCC may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the PSCC as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided in this Agreement.

8.4 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions.

8.5 Rights and Remedies Cumulative. 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.

8.6 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, remedy or recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Attorney Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses. These include but are not limited to reasonable attorney fees, expert contractor fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding.

9. PSCC OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of PSCC Officers and Employees. No officer or employee of the PSCC shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by the PSCC or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. Contractor acknowledges that no officer or employee of the PSCC has or shall have any direct or indirect financial interest in this Agreement nor shall Contractor enter into any agreement of any kind with any such officer or employee during the term of this Agreement and for one (1) year thereafter. Contractor warrants that Contractor has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived race, religion, color, sex, age, marital status, ancestry, national origin (i.e., place of origin, immigration status, cultural or linguistic characteristics, or ethnicity), sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition (each a "prohibited basis"). Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to any prohibited basis. As a condition precedent to PSCC's lawful non discriminate policy to enter this Agreement, and in executing this Agreement, Contractor certifies that its actions and omissions hereunder shall not incorporate any discrimination arising from or related to any prohibited basis in any Contractor activity, including but not 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; and further, that Contractor is in full compliance with the provisions of Palm Springs Municipal Code Section 7.05.02, including without limitation the provision of benefits, relating to non-discrimination in PSCC contracting.

10.1 Patent and Copyright Infringement. To the fullest extent permissible under law, and in lieu of any other warranty by PSCC or Contractor against patent or copyright infringement, statutory or otherwise:

A. It is agreed that Contractor shall defend at its expense any claim or suit against PSCC on account of any allegation that any item furnished under this Agreement, or the normal use or sale arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Contractor shall pay all costs and damages finally awarded in any such suit or claim, provided that Contractor is promptly notified in writing of the suit or claim and given authority, information and assistance at Contractor's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Contractor. However, Contractor will not indemnify PSCC if the suit or claim results from: (1) PSCC's alteration of a deliverable, such that PSCC's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Contractor when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Contractor shall have sole control of the defense of any such claim or suit and all negotiations for settlement in the event PSCC fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Contractor's expense. Contractor shall not be obligated to indemnify PSCC under any settlement that is made without Contractor's consent, which shall not be unreasonably withheld. If the use or sale of such item is enjoined as a result of the suit or claim, Contractor, at no expense to PSCC, shall obtain for PSCC the right to use and sell the item, or shall substitute an equivalent item acceptable to PSCC and extend this patent and copyright indemnity thereto.

10.2 Notice. Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person shall be in writing. All notices shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission. All notices shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, and instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To PSCC: James Fauscette
jfauscette@palmspringscc.com
277 N. Avenida Caballeros
Palm Springs, CA 92262

10.3 Integrated Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter in this Agreement.

10.4 Amendment. No amendments or other modifications of this Agreement shall be binding unless through written agreement signed by all Parties.

10.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 Third Party Beneficiary. Except as may be expressly provided for in this Agreement, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party to this Agreement.

10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth in this Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing, (iii) by so executing this Agreement, the Party for which he or she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he or she is signing is bound.

10.9 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

10.10 Compliance with Economic Sanctions in Response to Russia's Actions in Ukraine. When funding for the services is provided, in whole or in part, by an agency controlled of the State of California, Consultant shall fully and adequately comply with California Executive Order N-6-22 ("Russian Sanctions Program"). As part of this compliance process, Consultant shall also certify compliance with the Russian Sanctions Program by completing the form located in Exhibit "C" (Russian Sanctions Certification), attached hereto and incorporated herein by reference. Consultant shall also require any subconsultants to comply with the Russian Sanctions Program and certify compliance pursuant to this Section.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO CONTRACT SERVICES AGREEMENT BY AND BETWEEN THE PALM SPRINGS CONVENTION CENTER AND [*INSERT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates stated below.

CONTRACTOR:

By: _____
Signature

By: _____
Signature
(2nd signature required for Corporation)

Date: _____

Date: _____

PALM SPRINGS CONVENTION CENTER:

APPROVED:

By: _____

Date: _____

PSCC General Manager



