



City of Palm Desert  
PW - Operations & Maintenance  
Randy Chavez, Deputy Director  
73-510 Fred Waring Drive, Palm Desert, CA 92260

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**PROPOSAL DOCUMENT REPORT**

RFP No. 2023-RFP-204

HVAC Preventative Maintenance, Repair and Replacement

RESPONSE DEADLINE: July 28, 2023 at 4:00 pm

Report Generated: Wednesday, August 2, 2023

**Desert Air Conditioning, Inc. Proposal**

**CONTACT INFORMATION**

**Company:**

Desert Air Conditioning, Inc.

**Email:**

tina@desertairps.com

**Contact:**

Tina Shaw

**Address:**

590 S. Williams Road  
Palm Springs, CA 92264

**Phone:**

N/A

**Website:**

[www.desertairps.com](http://www.desertairps.com)

**Submission Date:**  
Jul 27, 2023 12:48 PM

### ADDENDA CONFIRMATION

Addendum #1  
*Confirmed Jul 26, 2023 4:56 PM by Todd Shaw*

Addendum #2  
*Confirmed Jul 26, 2023 4:56 PM by Todd Shaw*

### QUESTIONNAIRE

#### 1. Proposal (WITHOUT COST)\*

*Pass*

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

##### A. Cover Letter

1. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

##### B. Experience and Technical Competence

1. **Background:** Provide history of the firm's experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP. Include any experience with fully occupied facilities, and secure facilities, such as Fire Stations.
2. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.

**C. Firm Staffing and Key Personnel**

1. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
2. **Key Personnel:** Identify key persons that will be principally responsible for working with the City. Indicate the role and responsibility of each individual.
3. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
4. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

**D. Proposed Method to Accomplish the Work**

1. Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

City\_of\_Palm\_Desert\_Maintenace\_Proposal\_Letter\_07262023.docBid\_Bond\_If\_Required.pdf

**2. Fee Proposal\***

*Fail*

Please provide a lump-sum, not-to-exceed fee proposal for quarterly preventative maintenance work, itemizing each facility. This fee proposal will be extrapolated out for a yearly total preventative maintenance price. The fee proposal shall also include hourly rates for all personnel for “Additional Work” (as such term is defined in the proposed Agreement attached herein).

Proposal\_Price\_Sheet.pdf

### **3. Non-Collusion Declaration\***

*Pass*

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Confirmed

### **4. Enter your valid CA Contractors State License Board (CSLB) number\***

*Pass*

Please enter your License Number here. This will be verified against the state database.

276586

[Click to Verify](#) *Value will be copied to clipboard*

**5. Enter your California Department of Industrial Relations (DIR) Registration number\***

*Pass*

Please enter your Public Works Contractor DIR Number. This will be verified against the state database.

1000001209

[Click to Verify](#) *Value will be copied to clipboard*

**6. Type of Business\***

*Pass*

C Corporation (if corporation, two signatures are required)

**7. Litigation\***

*Pass*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

N/A

**8. Changes to Agreement\***

*Pass*

The City standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "N/A"). If you are

identifying changes here ALSO upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect theCity's decision to enter into an Agreement.

N/A

**9. No Deviations from the RFP\***

*Pass*

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "N/A").

*Maximum response length: 5000 characters*

N/A

**10. Project Team Resumes\***

*Pass*

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

Resume.doc

**11. List the Signatory(s) Authorized to Sign and Bind an Agreement.\***

*Pass*

(If two (2) signatures are required, include the following information for both signatories)

- A. Full Name
- B. Title
- C. Physical Business Address

D. Email Address

E. Phone Number

Todd Shaw

Vice President

590 Williams Road

Palm Springs, CA 92264

[tshaw@desertairps.com](mailto:tshaw@desertairps.com)

760-323-3383

**12. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.\***

*Pass*

Confirmed



590 WILLIAMS RD • PALM SPRINGS, CA 92264  
(760) 323-3383 • FAX (760) 323-8983  
[www.desertairps.com](http://www.desertairps.com)  
LICENSE NO. 276586

July 26, 2023

City of Palm Desert  
73-510 Fred Waring Drive  
Palm Desert, CA 92260

RFP # 2023-RFP-204 HVAC PREVENTIVE MAINTENANCE, REPAIR AND REPLACEMENT  
PROJECT # 564-24

Brian Dierken	Service technician classified as a Tradesman with Local 364, hired May 2018, has been in trade 10 plus years
Andrew Veres	Service technician classified as a Tradesman with Local 364, hired August 2021, has been in trade 10 plus years
Bert Perez	Service technician classified as a Journeymen with Local 364, hired February 2004, has been in the trade over 20 years
Manny Montalvo	Service technician classified as a Journeyman with local 364, hired June of 2004, has been in trade over 20 years
Albert Valerio	Technician assistant, classified as a 2 <sup>nd</sup> year apprentice with local 364, hired February 2021, has been in trade approximately 5 years
Lance Harvey	Technician assistant, classified as a Tradesman with local 364, hired in May of 2023, has been in trade approximately 5 years
Johnathan Marruquin	Technical assistant, classified as a Tradesman with local 364, hired in June of 2023, has been in trade approximately 1 year



**BID BOND**

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
Hartford, Connecticut 06183

**KNOW ALL MEN BY THESE PRESENTS**, that we Desert Air Conditioning, Inc.

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the State of Connecticut  
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Palm Desert

as Obligee, hereinafter called the Obligee, in the sum of not to exceed ten percent (10%) of the total bid amount Dollars (\$---), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2023-RFP-204 HVAC PREVENTATIVE MAINTENANCE, REPAIR AND REPLACEMENT

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

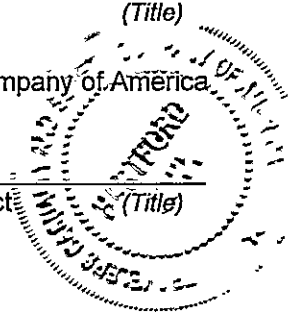
Signed and sealed this 25th day of July, 2023.

\_\_\_\_\_  
(Witness)

*Andrea Paris*  
\_\_\_\_\_  
Andrea Paris (Witness)

Desert Air Conditioning, Inc.  
(Principal)  
\_\_\_\_\_  
(Title)

Travelers Casualty and Surety Company of America  
(Surety) (Seal)  
*K.A. Coate*  
\_\_\_\_\_  
Kenneth A. Coate, Attorney-In-Fact  
(Title)



STATE OF CALIFORNIA  
 DEPARTMENT OF INSURANCE  
 SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Travelers Casualty and Surety Company of America

of Hartford, Connecticut, organized under the laws of Connecticut, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 1st day of July, 1997, I have hereunto set my hand and caused my official seal to be affixed this 16th day of June, 1997.

By

Chuck Quackenbush  
 Insurance Commissioner  
 Victoria S. Sidbury  
 Deputy



NOTICE: Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**


KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kenneth A Coate** of **RIVERSIDE**, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

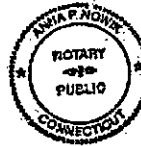
City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

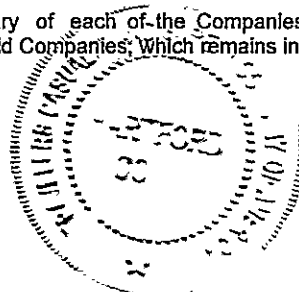
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **25th** day of **July**, 2023.



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Riverside }

On JUL 25 2023 before me, Mariah Giselle Barela, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Kenneth A. Coate  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature MGB  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

HVAC Preventative Maintenance and Miscellaneous Repairs and Replacements  
 Project 564-24  
 Proposal Fee Sheet

ITEM NO.	ITEM DESCRIPTION	PRICE PER QUARTER	TOTAL CONTRACT PRICE (Term is the period of 9/15/2023 – 6/30/2026)
1	City Hall 73510 Fred Waring Drive This includes the Sheriff's Sub-Station, Parkview Office Complex, the State Building	\$ 16,753.00	\$ 201,036.00
2	Civic Center Park 73510 Fred Waring Drive This includes the Civic Center Park Snack Bar, and the Irrigation Pump Facility	\$ 264.00	\$ 3,168.00
3	Palm Desert Aquatic Center 73751 Magnesia Falls Drive	\$ 391.00	\$ 4,692.00
4	Portola Community Center 45480 Portola Avenue	\$ 388.00	\$ 4,656.00
5	Palm Desert Historical Society 72861 El Paseo	\$ 213.00	\$ 2,556.00
6	Henderson Building 72559 Highway 111	\$ 843.00	\$ 10,116.00
7	The Artist's Center 72-567 HWY 111	\$ 1,456.00	\$ 17,472.00
8	Fire Station 33 44400 Town Center Way	\$ 1,882.00	\$ 22,584.00
9	Fire Station 67 73200 Mesa View	\$ 607.00	\$ 7,284.00
10	Fire Station 71 73995 Country Club Drive	\$ 490.00	\$ 5,880.00
11	Corporation Yard 74705 & 74605 42 <sup>nd</sup> Avenue	\$ 1,949.00	\$ 23,388.00
12	Hovley Soccer Park 74735 Hovley Lane East	\$ 241.00	\$ 2,892.00
13	Freedom Park 77400 Country Club Drive	\$ 133.00	\$ 1,596.00
14	iHUB 37023 Cook Street	\$ 1,608.00	\$ 19,296.00
<b>TOTAL BID PRICE</b>			<b>\$ 326,616.00</b>

Proposer's Firm Name: Desert Air Conditioning, Inc.

By:  Title: Vice President Date: 7-27-23

Signature: *Randy Chavez*

Email: [rchavez@palmdesert.gov](mailto:rchavez@palmdesert.gov)