



## **COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

### **REQUEST FOR PROPOSALS FOR MANAGED IT SERVICES**

Interested proposers should submit proposals via email to:

**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

Attn: Allen McMillen

[procurement@cvag.org](mailto:procurement@cvag.org)

**Proposals must be received to the email address above by  
2:00 p.m. PST on Thursday, February 1, 2024**

Questions regarding this Request for Proposals should be directed by email to  
Allen McMillen at [procurement@cvag.org](mailto:procurement@cvag.org)

Issue Date: January 8, 2024

**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**  
**NOTICE INVITING PROPOSALS**  
**For**  
**MANAGED IT SERVICES**

NOTICE IS HEREBY GIVEN that proposals will be received by the Coachella Valley Association of Governments ("CVAG"). CVAG invites proposals for the above stated services and will receive such proposals *only by email* no later than **2:00 p.m. PST on Thursday, February 1, 2024**. Proposals received after this date will be rejected. Proposals should be submitted to the attention of Allen McMillen at [procurement@cvag.org](mailto:procurement@cvag.org).

CVAG is a joint powers authority (JPA) formed in 1973 to coordinate and improve the planning and delivery of governmental responsibilities common to all member entities in the local region. CVAG consists of representatives of 10 cities, one county, and four Native American tribes.

CVAG seeks to retain a qualified professional consultant to provide information technology management and support services for CVAG's three office locations in Palm Desert, CA.

The primary objectives of this engagement are as follow:

1. Ensure the uninterrupted operation of CVAG's IT systems.
2. Provide proactive remote monitoring of all servers, workstations, remote computers, and network infrastructure to help ensure systems are available and running smoothly and efficiently.
3. Identify potential disruptions or threats to CVAG's server and network environments.
4. Provide timely and efficient technical support to end-users.
5. Implement proactive measures to prevent IT issues and minimize downtime.
6. Manage and maintain all hardware, software, and networking components.
7. Keep abreast of technological advancements and recommend upgrades when necessary.

Proposer also shall partner with CVAG to provide a plan for its future information technology needs, software applications, and growth. This will include input, guidance and recommendations for future managed hardware/infrastructure and software needs and operational support. All PCs currently run on Microsoft Windows 10 and 11 and require the recommended operating system updates to be performed that are not automatic.

CVAG requires that all firms obtain the full content of this Request for Proposals (RFP) and any addenda via CVAG's website located at [cvag.org/proposals](http://cvag.org/proposals).

Proposals will be evaluated and ranked in accordance with the Request for Proposals. The final ranked firms must be willing to sign an agreement with the terms and conditions required by CVAG in the Request for Proposals and attachments.

All questions must be put in writing and must be emailed to the attention of Allen McMillen at [procurement@cvag.org](mailto:procurement@cvag.org) and received by CVAG on **January 23, 2024, up to the hour of 2:00 p.m. PST**. Please note that all addenda will be published on the CVAG website. Proposers are encouraged to check the CVAG website regularly since each Consultant will be responsible for

downloading the RFP and any addenda. Consultants that have provided contact information will receive notification of any addenda.

CVAG reserves the right to conduct interviews to better evaluate the proposers. If interviews are conducted, CVAG will notify the short-listed proposers of the date, time and location.

This contract's award is subject to the available budget adequate to carry out the provisions of the proposed agreement including the identified scope of work. CVAG reserves the right to reject any or all proposals determined not to be in the best interest of CVAG.

**Request for Proposals  
For  
Managed IT Services**

**Table of Contents**

I. Introduction and Background.....	6
A. Background.....	7
II. Request For Proposals.....	10
A. Scope of Services.....	10
B. Procurement Manager .....	10
C. Requests for Clarification .....	10
D. Pre-Proposal Meeting .....	10
E. Term of Contract .....	10
III. Submission Requirements.....	11
A. General.....	11
B. Content and Format of Technical Proposal .....	11
C. Content and Format of Fee Proposal .....	14
D. No Deviations from the RFP .....	14
E. Additional Stipulations.....	14
IV. Submission Process .....	15
A. Selection Schedule.....	15
B. Selection Process.....	16
C. Evaluation .....	17
D. Protests .....	17
V. Scope of Work .....	18
A. Hardware and Software Support.....	18
1. Strategic Planning .....	18
2. User Support.....	18
3. User Support.....	18
B. Network Infrastructure Management and Support.....	19
C. Security Services.....	19
D. Response Time.....	20
E. New ERP System Implementation – Technical Support.....	20
Attachment A: CVAG Professional Services Contract .....	21

Attachment B: CVAG Current Applications Environment .....	22
---	----

## I. Introduction and Background

### **Overview of CVAG**

Coachella Valley Association of Governments (CVAG) is a joint powers authority (JPA) formed in 1973 with the purpose of coordinating and improving the planning and delivery of governmental responsibilities common to all member entities within the local region. CVAG consists of representatives of 10 cities, one county, and four Native American tribes.

CVAG also provides staffing and administrative support for the following associated joint powers agencies:

- Coachella Valley Conservation Commission (CVCC) – A joint powers agency formed in December 2005 consisting of eight cities, the County of Riverside, the Coachella Valley Water District, and the Imperial Irrigation District. The CVCC was formed to collectively oversee and administrate the Multiple Species Habitat Conservation Plan (MSHCP) for the Coachella Valley area of Riverside County. The MSHCP is a comprehensive, multiple species conservation planning program that complies with the requirements of the Federal Endangered Species Act and the California Natural Community Conversation Planning Act.
- Desert Community Energy (DCE) – A joint powers agency formed in October 2017 and currently consists of two cities. However, only one city (Palm Springs) has ratepayers that are provided with energy. The DCE was formed to comply with State law relating to greenhouse gas emission reduction through the establishment of a Community Choice Aggregation program that is locally controlled to provide clean and cost-competitive electricity options, such as solar, wind, and biomass energy production to member agencies. DCE purchases clean energy through The Energy Authority (TEA), a public-owned power non-profit, and provides transmission via an agreement with Southern California Edison (SCE).

Per the fiscal year FY2023 budget, CVAG had 31 employees (29 full-time and two part-time) and a total budget of approximately \$108 million. However, approximately \$101 million (approximately 93.5 percent) of the FY2023 budget amount consists of capital-project-related expenditures.

The FY2023 budgets for CVCC and DCE are approximately \$9.9 million and \$47.5 million, respectively. Approximately 98 percent of the DCE FY2023 budget consists of power purchases.

### **Services to be Provided:**

CVAG seeks to retain a qualified professional consultant to provide information technology management and support services for CVAG's three office locations in Palm Desert, CA.

The primary objectives of this engagement are as follow:

1. Ensure the uninterrupted operation of CVAG's IT systems.
2. Provide proactive remote monitoring of all servers, workstations, remote computers, and network infrastructure to help ensure systems are available and running smoothly and efficiently.
3. Identify potential disruptions or threats to CVAG's server and network environments.
4. Provide timely and efficient technical support to end-users.

5. Implement proactive measures to prevent IT issues and minimize downtime.
6. Manage and maintain all hardware, software, and networking components.
7. Keep abreast of technological advancements and recommend upgrades when necessary.

Proposer also shall partner with CVAG to provide a plan for its future information technology needs, software applications, and growth; and providing technology and system support during its planned ERP system replacement and implementation commencing early Fiscal Year 2024-2025. This will include input, guidance and recommendations for future managed hardware/infrastructure and software needs and operational support.

CVAG requires that all firms obtain the full content of this Request for Proposals (RFP) and any addenda via CVAG's website located at [cvag.org/proposals](https://cvag.org/proposals).

Proposals will be evaluated and ranked in accordance with the Request for Proposals. The final ranked firms must be willing to sign an agreement with the terms and conditions required by CVAG in the Request for Proposals and attachments. Proposers should reference Attachment A. CVAG Professional Services Contract

All questions must be put in writing and must be emailed to the attention of Allen McMillen at [procurement@cvag.org](mailto:procurement@cvag.org) and received by CVAG on **January 23, 2024, up to the hour of 2:00 p.m. PST**. Please note that all addenda will be published on the CVAG website. Proposers are encouraged to check the CVAG website regularly since each Consultant will be responsible for downloading the RFP and any addenda. Consultants that have provided contact information will receive notification of any addenda.

CVAG reserves the right to conduct interviews to better evaluate the proposers. If interviews are conducted, CVAG will notify the short-listed proposers of the date, time, and location.

This contract's award is subject to the available budget adequate to carry out the provisions of the proposed agreement including the identified scope of work. CVAG reserves the right to reject any or all proposals determined not to be in the best interest of CVAG.

## A. Background

### Current Managed IT Services

CVAG has been receiving its IT technology management and support since 2019 from Veralink LLC, a local Coachella Valley firm specializing in managed IT services. Veralink has been performing remote support services; server and network management including managed switches, WiFi, firewall, and email security; scheduled and on-call office support to address ad-hoc user issues; and periodic technology refresh.

With the increasing reliance on technology in CVAG's daily operation, it is crucial to have a robust IT support system in place.

CVAG's current hardware inventory spans across three (3) separate office locations located in Palm Desert, CA.

1. CVAG Main Office  
74-199 El Paseo Drive, Suite 100  
Palm Desert, CA 92260

2. CVAG Traffic Management Center  
73-710 Fred Waring Drive, Suite 215  
Palm Desert, CA 92260
  
3. CVAG Coachella Valley Housing First Program  
RAP Foundation Building  
41-550 Eclectic Street, 2<sup>nd</sup> Floor Suite D200D  
Palm Desert, CA 92260

The current hardware inventory for these locations consists of:

- 4 Windows Servers
- 60 workstations
- 18 printers

CVAG utilizes Microsoft services with all files either stored in an on-site Windows file server or hosted in Microsoft 365 SharePoint/OneDrive. As CVAG utilizes Microsoft 365, there should not be a need to refresh most software. However, the Proposer should be able to maintain and manage the software licenses.

All PCs currently run on Microsoft Windows 10 and 11 and require the recommended operating system updates to be performed that are not automatic.

### **CVAG Current Applications Environment**

Primary financial services for CVAG are provided using Tyler's Eden application suite (version 5.28.1.1.) installed on local Windows servers using Microsoft (MS) SQL 2016. CVCC and DCE both use QuickBooks.

System functionality of Eden, as the primary application suite is limited, since not all modules have been fully installed and/or configured since its implementation in 2001. As further identified in the budget documents linked in Section 2.1 No. 11, CVAG's internal growth and breadth of projects has increased many folds in recent years and the current environment in Eden is limited to General Ledger, Accounts Payable, and Project Accounting.

**Table 06: Current ERP Functions**

Current ERP Functions			
1	General Ledger and Accounts Payable	2	Project Accounting

### **Other Major Applications**

CVAG also uses a wide variety of applications to provide capability and functionality in specialized areas. Many of these applications are listed in Table 07.

**Table 07: Additional Software Applications**

<b>Additional Software Applications</b>		
<b>No.</b>	<b>Application</b>	<b>Use/Summary</b>
<b>1</b>	ArcGIS Pro v3.1	Application and tools for mapping, analyzing, and managing geographic data by ESRI
<b>2</b>	ArcMap v10.8	Software package that allows users to explore data within a data set, symbolize features accordingly, and create maps by ESRI
<b>3</b>	MS O365	A family of productivity software, collaboration, and cloud-based services by Microsoft. CVAG primarily uses the Exchange/Outlook product currently
<b>4</b>	Clear Forms (ClearGov)	Software platform used to create online versions of CVAG forms and data entry processes
<b>5</b>	QuickBooks Desktop Pro 2020	Locally installed accounting software that includes invoicing, estimates, contact management, inventory, and tax support for specific CVAG functions
<b>6</b>	Questica (A Euna Company)	Cloud-based budgeting software used externally to Eden during the annual CVAG budget process
<b>7</b>	Paychex	Outsourced payroll processing platform used by CVAG
<b>8</b>	KnowB4	Security awareness training and phishing simulation platform used to train CVAG staff and manage the ongoing problem of social engineering
<b>9</b>	Purchasing	MS Excel
<b>10</b>	Grants Management	MS Excel
<b>11</b>	Fixed Assets	MS Excel
<b>12</b>	Human Resources: Personnel Management	MS Excel
<b>13</b>	Benefits Administration	MS Excel
<b>14</b>	Time and Attendance	MS Excel
<b>15</b>	Financial Reporting	MS Excel

Please refer to Attachment B. CVAG Current Applications Environment for additional details.

### **ERP System Replacement**

CVAG is currently conducting a formal solicitation to select a new ERP System and intends to select and award a contract by June 2024 for Software and Implementation Services for and Enterprise Resource Planning (ERP) Software Systems Solution. It is anticipated that the ERP Solution implementation would commence in the July/August timeframe. The ERP Scope and Implementation Schedule will be dependent on the ERP Solution selected and awarded.

CVAG further anticipates the Managed IT Services provider selected through this RFP would participate with CVAG staff and the ERP Solution contractor(s) during the implementation by providing technical support and input during the technical design reviews; any third party software installation, managed software upgrades and installation on CVAG servers and desktops; security applications support; and network infrastructure support.

Since the ERP solution has not been selected at this time and the ERP Solution scope and schedule have not been finalized and contracted, CVAG intends to define the scope of services and negotiate with the selected Managed IT Services consultant an amendment to the Professional Services Agreement later in the coming months once this can be determined.

## II. Request For Proposals

### A. Scope of Services

The services sought under this Request for Proposals (“RFP”) are set forth in more detail in [Section V: Scope of Work](#) herein. Notwithstanding the inclusion of such Services in [Section V: Scope of Work](#) herein, the final scope of Services negotiated between Coachella Valley Association of Governments (“CVAG”) and the successful Proposer shall be set forth in the Professional Services Contract (“Contract”) executed by and between CVAG and the successful Proposer. A copy of the Contract is attached hereto as Attachment “A” and incorporated herein by this reference.

### B. Procurement Manager

The procurement manager for CVAG regarding this RFP will be Allen McMillen, Management Analyst II, (760) 346-1127, [procurement@cvag.org](mailto:procurement@cvag.org), or a designated representative, who will coordinate the assistance to be provided by CVAG to the Proposer.

### C. Requests for Clarification

All questions, requests for interpretations or clarifications, either administrative or technical, must be requested in writing and emailed to the CVAG procurement manager for this RFP.

All written questions, if answered, will be answered in writing, conveyed to all interested Proposers, and posted to the CVAG website. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing via email by 2:00 PM local time on the date identified in [Section IV.A. Selection Schedule](#) herein.

### D. Pre-Proposal Meeting

There will be no Pre-Proposal meeting for this procurement.

### E. Term of Contract

It is CVAG’s intent to award a new contract for the remainder of the 2023/2024 fiscal year that would commence around April 2024 through FY 2024/2025 ending June 30, 2025, with up to two (2) successive one-year terms by mutual agreement of the Parties. Extensions to the contract

shall be subject to the availability and appropriation of funds and under the same terms and conditions as specified herein.

### III. Submission Requirements

#### A. General

Proposals shall be submitted *by email in Adobe Printable Document Format (PDF)*, identified in the subject line as “*Managed IT Services Proposal*” to Allen McMillen, [procurement@cvag.org](mailto:procurement@cvag.org). Proposals shall consist of both a technical proposal and a separate fee proposal and are to be submitted (emailed) in one email submission as two separate attachments. The file names shall designate the contents (Technical Proposal or Fee Proposal) accordingly. Only one email submittal per Consultant consisting of the technical proposal and the fee proposals will be considered.

It is strongly recommended that the Proposer submit proposals in the format identified in this RFP to allow CVAG to fully evaluate and compare the proposal. All requirements and questions in the RFP should be addressed and all requested data shall be supplied. CVAG reserves the right to request additional information which, in CVAG’s opinion, is necessary to assure that the Proposer’s competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the Agreement.

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer’s demonstrated capability to perform the Services. Technical literature supporting the Proposer’s approach to providing the Services and work plan may be submitted to CVAG with the Proposal. Emphasis should be concentrated on completeness, approach to the work and clarity of proposal.

Proposers are encouraged to visit the project location, as applicable, to determine the local conditions which may in any way affect the performance of the work; familiarize themselves with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the work; make such investigations, as it may deem necessary for performance of the services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.

The proposal shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Proposer.

#### B. Content and Format of Technical Proposal

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 emailed (.pdf file) as an attachment(s) and submitted via email to the Procurement Manager.

Proposals shall be limited to a total of 12 pages. The Cover Page, Cover Letter, Appendices and page separators will not count toward the page limit. Appendices and page separators will

not count toward the page limit. Proposals shall be presented in the following order and shall include:

1. Cover Letter. This letter two page maximum, shall be addressed to Erica Felci, Chief Operating Officer and shall, at a minimum, contain the following:
  - Identification of Consultant that will have contractual responsibility with CVAG. Identification shall include legal name of company, corporate address, telephone, and fax number. Include name, title, address, and telephone number of the contact person identified during period of proposal evaluation.
  - Identification of all proposed Subcontractors including legal name of company, contact person(s) name and mailing address, phone number and email address. Relationship between Consultant and Subcontractors, if applicable.
  - Acknowledgment of receipt of all RFP addenda, if any. Note: All addenda posted on [cvag.org/proposals](http://cvag.org/proposals) for this solicitation shall be signed by the proposer and included in the appendices.
  - A statement that the proposal shall remain valid for at least 180 days from the date of submittal.
  - A statement that the Consultant does not have any personal, business, or financial relationship with the Contractors and Subcontractors that will be pursuing the work.
  - Signature of a person authorized to bind Consultant to the terms of the proposal.
  - Signed statement attesting that all information submitted with the proposal is true and correct.
2. Qualifications, Related Experience and References. This section of the proposal should establish the ability of Consultant to satisfactorily perform the required work by reasons of experience in performing work of the same or similar nature; strength and stability of the Consultant; staffing capability; workload; record of meeting schedules on similar projects; and at least three supportive client references. Consultant to:
  - Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; number of employees.
  - Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Consultant's ability to complete the Project.
  - Describe the firm's experience in performing work of a similar nature to that solicited in this RFP and highlight the participation in such work by the key personnel proposed for assignment to this Project.
  - A minimum of three (3) references should be given. Furnish the name, title, address, and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Consultant also may supply references from other work not cited in this section as related experience.
  - Any prior engagement or work which may result in any potential or actual professional conflict of interest in the performance of any services under this RFP.
3. Proposed Staffing and Project Organization. This section of the proposal should establish the method used by the Consultant to manage the Project and identify key personnel and sub-consultants assigned. Consultant to:

- Provide education, experience, and applicable professional credentials of project staff. Include applicable professional credentials of “key” project staff.
  - Furnish brief resumes (not more than two (2) pages each) for the proposed Project Manager and other key personnel in the appendix, include copy of their certifications.
  - Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this Project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
  - Include a project organization chart that clearly delineates communication and reporting relationships with CVAG among the project staff and subconsultants.
  - Include a statement that key personnel will be available to the extent proposed for the duration of the Project, acknowledging that no person designated as "key" to the Project shall be removed or replaced without the prior written consent of CVAG.
4. Work Plan. Consultant shall provide a narrative that addresses the Scope of Work and shows Consultant's understanding of CVAG's needs and requirements. Consultant to:
- Describe the approach and work plan for completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the Consultant's ability to accomplish the Project objectives and overall schedule.
  - Outline the services to be provided, the activities that would be undertaken in completing the tasks and specify who would perform them and identify all deliverables where applicable.
  - Identify methods that Consultant will use to ensure quality control and budget and schedule control for the Project. This may include proposed Service Level Agreements (SLA).
  - Identify any special issues or problems likely encountered during this Project and how the Consultant would propose to address them.
  - Consultant is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the Project. Any modifications proposed to this solicitation are welcome provided they are innovative, advanced, and well thought out methodologies and shall be identified as optional and priced out separately in the Fee Proposal.
  - Provide proposed Schedule (days of week) for ad-hoc and scheduled/designated on-site office support.
5. Appendices:
- Recent and Relevant Projects: Provide a description(s) of a similar scoped project(s) conducted/managed within the last three (3) years. If published online, the Proposer may provide a link in lieu of inserting a lengthy document into the appendices.
  - Litigation: 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.
  - Project Team Resumes – Submit resumes of all key personnel/support staff that will produce work products for the Services. Describe their qualifications, education, and professional licensing.

- Changes to Professional Services Contract – CVAG’s standard professional services contract is included as Attachment “A” in this Request for Proposals. The Proposer shall review with proposed subconsultants and identify from Proposer or proposed subconsultants any objections to and/or request changes to the standard contract language in this section of the proposal.

### C. Content and Format of Fee Proposal

Provide separate from the Technical Proposal a Fee Proposal for required services described in [Section V. Scope of Work](#) herein. The proposal shall be emailed (.pdf file) as an attachment(s) and submitted via email to the Procurement Manager.

The Fee Proposal shall consist of a fixed monthly base amount and specify the number of hours included to perform the proposed routine monthly managed IT and ad-hoc user support as needed. Within this monthly base amount, the Proposer shall plan availability from 8:00 a.m. to 5:00 p.m. during two proposed and specified days per week to address ad-hoc user requests and/or walk-throughs conducted on-site for user support for CVAG’s three office locations. Additionally, Proposers shall indicate the hourly rate(s) for any user support or managed IT services that may require on-call afterhours support.

The fixed monthly base amount shall be specified as both a monthly fee and a not-to-exceed annual amount, including the associated number of hours per month, and the hourly rate for providing the proposed managed IT services. Additionally, Proposer shall provide the not-to-exceed amount for the term of the contract.

Proposer shall indicate the scope of services included with the monthly base amount, as well as the scope of services and hourly rates for proposed services outside the monthly base amount. Any services provided exceeding the number of hours included in the monthly base amount shall have prior CVAG approval and reported separately. These excess hours would be incurred and invoiced monthly outside the monthly base services fee.

Proposers shall identify any proposed managed IT services *not included* in the monthly fixed fee; and specify for each managed IT service the associated hourly rate(s) that may be incurred.

Additional services/categories proposed to this solicitation are welcome and shall be identified as optional and priced out separately in the Fee Proposal.

### D. No Deviations from the RFP

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 in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement, the insurance and indemnification provisions therein.

### E. Additional Stipulations

CVAG reserves the right to accept or reject all or any proposal and to waive any informality, incompleteness, or error in any proposal.

All proposals received become the property of CVAG. Once a contract has been awarded, the name(s) of the successful applicant(s) may be made available to the public upon request. All costs incurred by applicants in the preparation and presentation of their proposal will be at their own expense, and applicant materials will not be returned.

CVAG reserves the right to amend the RFP or issue to all Proposers addenda to answer questions for clarification.

Unless specifically requested by CVAG, no amendment, addendum or modification will be accepted after a proposal has been submitted to CVAG. If a change to a proposal is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the deadline stated herein for receiving proposals.

A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

CVAG will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of CVAG. CVAG will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

CVAG reserves the right to cancel this RFP at any time prior to the contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.

Prices provided by Proposers in response to this RFP are valid for 180 calendar days from the proposal due date. CVAG intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete, and the contract is awarded.

Issuance of this RFP and receipt of proposals does not commit CVAG to award a contract. CVAG expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.

CVAG reserves the right to negotiate any price or provision, task order or service; accept any part or all of any proposals; waive any irregularities; and to reject any and all, or parts of any and all proposals; whenever, in the sole opinion of CVAG, such action shall serve its best interests and those of the tax-paying public. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets CVAG's requirements.

## IV. Submission Process

### A. Selection Schedule

Proposal submissions are due on **Thursday, February 1, 2024, no later than 2:00 p.m. PST**. A Selection Committee comprised of CVAG staff may choose up to three applicants to be interviewed. The tentative schedule is as follows:

ACTION	DATE
1. Release of Request for Proposals • Post to <a href="https://cvag.org">cvag.org</a>	January 8, 2024
2. Deadline to Email Questions • Email to <a href="mailto:procurement@cvag.org">procurement@cvag.org</a>	January 23, 2024 (2:00 p.m. PST)
3. Responses to Questions via Addendum • Post to <a href="https://cvag.org">cvag.org</a>	January 26, 2024
4. Deadline for Receipt of Proposals • Email to <a href="mailto:amcmillen@cvag.org">amcmillen@cvag.org</a>	<b>February 1, 2024 (2:00 p.m. PST)</b>
5. Evaluate Proposals	February 15, 2024
6. Potential Finalist Interviews (Proposers are to hold these dates until confirmed)	February 20-22, 2024
7. Expected Contract Award	March/April 2024

The above scheduled dates are tentative and CVAG retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind CVAG to award a contract for the Services and CVAG retains the sole discretion to cancel or modify any part of or all of this RFP at any time.

## B. Selection Process

CVAG will appoint a selection committee comprised of at least three members, which may include CVAG staff and staff from partnering agencies. The selection committee will review and score the Proposals submitted by the consultants based on the selection criteria and weights identified in the [Section IV.C. Evaluation](#) of this RFP and establish a preliminary list of qualified consultants and identify which, if any, consultants will be interviewed for final consideration. CVAG may contact previous clients identified in the RFP at any time prior to the interviews to verify the experience and performance of the consultants.

CVAG will notify consultants on the preliminary list which are to be interviewed and required to provide an oral presentation. CVAG will provide the time and location for the interview. CVAG reserves the right to waive interviews.

During the evaluation process, CVAG reserves the right, where it may serve CVAG's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions.

It is CVAG's intent to select a Proposer best evidencing demonstrated competence and professional qualifications to perform the Services. CVAG reserves the right to reject all proposals, select by proposal review only or interview as needed. Certain Proposers may be selected to make a brief presentation and oral interview after which a final selection will be made. The successful Proposer will be selected based on information provided in the RFP, in-person interviews/presentations, and the results of CVAG's research and investigation.

Upon selection of a Proposer, CVAG will endeavor to negotiate a mutually agreeable professional services agreement with the selected Proposer. In the event that CVAG is unable to

reach agreement, CVAG will proceed, at its sole discretion, to negotiate with the next Proposer selected by CVAG. CVAG reserves the right to contract for services in the manner that most benefits CVAG including awarding more than one contract if desired.

## C. Evaluation

The Selection Committee will score proposals based on the following scale:

### 1. Qualifications, Related Experience and References (30%)

This section of the proposal should establish the ability of the proposed team to satisfactorily perform the required work by reasons of experience in performing work of the same or similar nature; demonstrated experience working with agencies directly involved in this Project; staffing capability; workload; record of meeting schedules on similar projects; and at least three (3) supportive client references.

CVAG strongly encourages proposals from qualified small local businesses. It is CVAG's policy to encourage greater availability, capacity development, and contract participation by small local business enterprises in CVAG contracts. It is intended to further CVAG's interest to stimulate economic development in the Coachella Valley through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community. Successful applicants will demonstrate experience and success in comparable projects. References will support examples of success in comparable projects.

### 2. Proposed Staffing and Project Organization (25%)

This section of the proposal should establish the method used to manage the Project and identify key personnel assigned.

### 3. Work Plan (25%)

This section of the proposal shall provide a narrative that addresses the Scope of Work and shows understanding of the Project needs and requirements.

### 4. Proposed fee (20%)

Successful proposers will propose fees that are cost-effective, sufficiently detailed, and feasible.

During the evaluation process, CVAG reserves the right, where it may serve CVAG's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions.

## D. Protests

Protest procedures and dispute resolution process will be in accordance with the CVAG Procurement Policy. The protest must be submitted in writing to CVAG's Executive Director via certified mail using the following address:

Executive Director  
Coachella Valley Association of Governments  
74-199 El Paseo Drive, Suite 100  
Palm Desert, CA 92260

## V. Scope of Work

CVAG seeks to retain a qualified professional consultant to provide information technology management and support services for CVAG's three office locations in Palm Desert, CA.

The primary objectives of this engagement are as follow:

1. Ensure the uninterrupted operation of CVAG's IT systems.
2. Provide proactive remote monitoring of all servers, workstations, remote computers, and network infrastructure to help ensure systems are available and running smoothly and efficiently.
3. Identify potential disruptions or threats to CVAG's server and network environments.
4. Provide timely and efficient technical support to end-users.
5. Implement proactive measures to prevent IT issues and minimize downtime.
6. Manage and maintain all hardware, software, and networking components.
7. Keep abreast of technological advancements and recommend upgrades when necessary.

Proposer also shall partner with CVAG to provide a plan for its future information technology needs, software applications, and growth. This will include input, guidance and recommendations for future managed hardware/infrastructure and software needs and operational support.

### A. Hardware and Software Support

#### 1. Strategic Planning

- Provide input, guidance, and recommendations for CVAG's technological future needs regarding hardware and general software.

#### 2. User Support

- Support technology for approximately 60 workstations/users.
- Provide as needed / on-request end-user support.
- Catalog, track, maintain/troubleshoot computer desktops and laptops, local area network and related IT services.
- Install, configure, and maintain all standard and necessary desktop software applications.
- Conduct Training for initial setup and as required for new users and/or upgrades.

#### 3. User Support

- Provide responsive and knowledgeable technological/software support to address problems during regular business hours and on rare occasions after regular business hours.
- Perform cloud backups nightly.

- Conduct routine server maintenance consisting of running updates for windows and third-party applications, checking event logs, checking drive space, checking anti-virus signature database for updates.
  - Maintain and repair all hardware components, including workstations and servers.
  - Maintain and install networking components.
  - Provide multiple agents on call and available 24/7.
  - Implement remote monitoring and management through Xcitium or similar utilities.
  - Offer remote and in-person support.
  - Maintain audio/video equipment.
  - Manage company emails through Microsoft 365.
  - Support company environment and software, e.g., Teams, SharePoint, Eden, Esri ArcGIS, FTP, KnowBe4 applications.
  - Maintain company domains and DNS records.
  - Perform general maintenance and upkeep, including Windows update patches, antivirus definitions, SPAM control, and disaster recovery strategy.
  - Create and maintain data backup.
  - Provide Domain/Active Directory management.
  - Conduct regular hardware upgrades and replacements as needed.
  - Perform setup, deployment, reformat and redeployment of systems.
  - Maintain comprehensive documentation of IT systems and configurations.
  - Provide regular reports on system performance, issue resolution, and future recommendations.
- a. Please describe your proposed scope and approach for providing hardware and software support.

## B. Network Infrastructure Management and Support

- Provide maintenance and management of CVAG's network infrastructure, including network hardware, firewalls, and switches.
  - Manage network infrastructure to ensure optimal performance and security.
  - Monitor and manage all servers, including updates and patches.
  - Perform regular backups and ensure data recovery capabilities.
- a. Proposer to provide details on the hardware, software, and services covered under the proposed scope of work.
- b. Please describe your proposed scope and approach for providing network infrastructure management.

## C. Security Services

- Implement and manage security protocols and policies.
- Evaluate and ensure CVAG has adequate security measures to protect data, network, and technology.
- Provide detailed measures to prevent and address hacking attempts.
- Conduct regular security audits and vulnerability assessments.
- Provide antivirus and antimalware solutions.

- a. Please describe your proposed scope and approach for providing security services.

#### D. Response Time

- Respond to and resolve IT-related issues in a timely manner.
- Provide Service Level Agreements (SLA) as needed for proposed level(s) of technical support and response times.
  - a. Proposer should specify the expected response time for addressing critical or urgent IT issues such as system failures or security breaches.
  - b. Specify response times for routine IT support requests and service inquiries.

#### E. New ERP System Implementation – Technical Support

CVAG is currently conducting a formal solicitation to select a new ERP System and intends to select and award a contract by June 2024 for Software and Implementation Services for and Enterprise Resource Planning (ERP) Software Systems Solution. It is anticipated that the ERP Solution implementation would commence in the July/August timeframe. The ERP Scope and Implementation Schedule will be dependent on the ERP Solution selected and awarded.

CVAG further anticipates the Managed IT Services provider selected through this RFP would participate with CVAG staff and the ERP Solution contractor(s) during the implementation by providing technical support and input during the technical design reviews; any third party software installation, managed software upgrades and installation on CVAG servers and desktops; security applications support; and network infrastructure support.

Since the ERP solution has not been selected at this time and the ERP Solution scope and schedule have not been finalized and contracted, CVAG intends to define the scope of services and negotiate with the selected Managed IT Services consultant an amendment to the Professional Services Agreement later in the coming months once this can be determined.

Proposer shall respond to the following questions.

1. Identify and describe any clients/projects you have provided managed IT services to during a client's replacement or major upgrade to their financial systems (ERP) or other large business applications.
2. What was your role in providing support during the replacement/upgrade planning and implementation phases?
3. What ERP or large business system(s) were replaced by your client, i.e., vendor/product and applications.
4. What are your key considerations for providing technical support during an ERP system implementation.

**END OF SCOPE OF WORK**

## Attachment A: CVAG Professional Services Contract

Refer to the following pages.

PROFESSIONAL SERVICES CONTRACT  
between  
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)  
and  
[INSERT CONSULTANT]

THIS AGREEMENT is made and effective as of [INSERTS DATE], 2024 between the Coachella Valley Association of Governments ("CVAG") and [INSERT CONSULTANT] ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on [INSERT DATE], 2024 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2025 unless sooner terminated or extended pursuant to the provisions of this Agreement. CVAG shall have the unilateral option, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, for no more than two additional one-year terms. If the parties are unable to reach an agreement, CVAG, at its sole discretion, will not move forward with the renewal option and shall re-bid the work.

2. SERVICES

Consultant shall perform **PROFESSIONAL MANAGED IT SERVICES** consistent with the provisions of the Request for Proposals released on January 8, 2024, (the "RFP,") and any modification thereto adopted in writing by the parties and identified herein as an exhibit to this Agreement, upon issuance by CVAG of written authority to proceed (a "Notice to Proceed") as to either (a) a portion of the work if separate and independent tasks are contemplated or (b) all work if it constitutes a single project.

Except as amended by the exhibits hereto, Consultant is bound by the contents of the RFP and Consultant's response thereto. In the event of conflict, the requirements of this Agreement, including any exhibits, then the Request for Proposals, shall take precedence over those contained in Consultant's response.

The following exhibit(s) are attached and incorporated herein by reference:

Exhibit A: Scope of Work

Exhibit B: Price Formula (Consultants Proposal)

3. PRICE FORMULA

CVAG agrees to pay Consultant at the rates set forth in Exhibit B, the Price Formula, and by reference incorporated herein. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$[INSERT NOT-TO-EXCEED AMOUNT] without a written amendment.

#### 4. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks required hereunder. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

Consultant shall submit informal progress reports to CVAG's Project Manager by telephone, e-mail or in person, on a weekly basis, in a form acceptable to CVAG, describing the state of work performed. The purpose of the reports is to allow CVAG to determine if the contract objectives and activities are being completed in accordance with the agreed upon schedule, and to afford occasions for airing difficulties or special problems encountered.

The Consultant's Project Manager shall meet with the CVAG Project Manager as needed.

#### 5. PAYMENT

(a) If independent and separate Work Orders are contemplated, CVAG shall pay Consultant upon satisfactory completion of each Work Order; and, unless Consultant provides a performance bond, progress payments will not be made on individual or a collection of Work Orders. If all the work constitutes a single project, Consultant shall submit invoices for work completed on a periodic basis, no more frequently than monthly.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth in a duly issued Work Order.

(c) Consultant shall submit invoices for services performed in accordance with the payment rates and terms set forth in Exhibit B. The invoice shall be in a form approved by CVAG.

(d) A formal report of tasks performed and tasks in process, in a form acceptable to CVAG, shall be attached to each invoice.

(e) All invoices shall be consistent with current progress reports as well as the budget and work schedule set out in the RFP and, if modified or supplemented thereby, the exhibits to this Agreement.

(f) Upon approval by CVAG's Project Manager, payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If CVAG disputes any of Consultant's invoiced fees it shall give written notice to Consultant within thirty (30) days of receipt of the invoice.

6. INSPECTION OF WORK

Consultant shall permit CVAG the opportunity to review and inspect the project activities at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

7. SCOPE OF WORK CHANGES

The scope of work shall be subject to change by additions, deletions or revisions by CVAG. Consultant shall be advised of any such changes by written notice. Consultant shall promptly perform and strictly comply with each such notice. If Consultant believes that performance of any change would justify modification of the Agreement price or time for performance, Consultant shall comply with the provisions for dispute resolution set out hereinbelow.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) CVAG may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant seven (7) days prior written notice. Upon tender of said notice, Consultant shall immediately cease all work under this Agreement, unless further work is authorized by CVAG. If CVAG suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CVAG shall pay Consultant only for work that has been accepted by CVAG. Work in process will not be paid unless CVAG agrees in writing to accept the partial work, in which case, prorated fees may be authorized. Upon termination of the Agreement pursuant to this Section, Consultant will submit a final invoice to CVAG. Payment of the final invoice shall be subject to approval by the CVAG Project Manager as set out above.

9. DEFAULT OF CONSULTANT

(a) Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, CVAG shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. Provided, however, if such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.

(b) As an alternative to notice of immediate termination, the CVAG Executive Director or his/her delegate may cause to be served upon Consultant a written notice of the default. Consultant shall then have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, CVAG shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to work

performed, costs, expenses, receipts, and other such information that relates to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of CVAG or its designees at reasonable times to such books and records; shall give CVAG the right to examine and audit said books and records; shall permit CVAG to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Unless the RFP or exhibits hereto expressly provide otherwise, upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CVAG and may be used, reused, or otherwise disposed of by CVAG without the permission of Consultant. With respect to computer files, Consultant shall make available to CVAG, at Consultant's office and upon reasonable written request by CVAG, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

#### 11. INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless CVAG, its members and any and all of their officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, which arise out of, pertain to, or relate to Consultant's alleged act(s) or failure(s) to act.

#### 12. INSURANCE

(a) Throughout the term of this Agreement, Consultant shall procure and maintain the following: (1) Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate for bodily injury, personal injury and property damage; (2) Professional Liability/Errors and Omissions insurance in an amount not less than \$1,000,000.00 per claim and in the aggregate; (3) Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 per accident combined single limit, at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); (4) Workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in an amount not less than \$1,000,000 per accident or disease, Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

(b) Consultant shall include CVAG, its member agencies and any other interested and related party designated by CVAG, as additional insureds on the commercial general liability policy and the automobile liability policy for liabilities caused by Consultant in its performance of services under this Agreement and shall provide CVAG with a certificate and endorsement verifying such coverage. In the event said insurance coverage expires at any time or times during

the term of this Agreement, Consultant agrees to provide at least five (5) days notice prior to said expiration date and, prior to said expiration date, a new certificate of insurance and endorsements evidencing insurance coverage as required herein for no less than the remainder of the term of the Agreement, or for a total period of not less than one (1) year. New certificates of insurance are subject to the approval of CVAG. In the event Consultant fails to keep in effect at all times insurance coverage as required herein, CVAG may, in addition to any other remedies it may have, terminate this Agreement.

(c) Consultant's insurance coverage shall be primary insurance as respects CVAG, its member agencies, and any other interested and related party designated by CVAG as additional insureds. Any insurance or self-insurance maintained by said additional insureds shall be in excess of Consultant's insurance and shall not contribute with it and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of CVAG, its members, or any other additional insured, that might otherwise result in forfeiture of coverage. Any failure to comply with reporting or other provisions of the policies, including breach of warranties, shall not affect coverage provided to said additional insureds. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by any party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CVAG.

(d) Said insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California.

(e) Evidence of all insurance coverage shall be provided to CVAG prior to issuance of the Notice to Proceed. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold CVAG, its members and any other additional insureds free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the acts or omissions of Consultant.

### 13. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to CVAG a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither CVAG, its members, nor any of their officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of CVAG or its members. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against CVAG or its members, or bind CVAG or its members in any manner except as expressly authorized by CVAG.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, CVAG shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder. CVAG shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State, Federal and local laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. CVAG, its members, and their officers and employees, shall not be liable at law or in equity for any liability occasioned by failure of Consultant to comply with this Section.

Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or any other unlawful basis.

15. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or will be used against or in concert with any officer or employee of CVAG in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of CVAG will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CVAG to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of CVAG, nor its designees or agents, and no public official who exercises authority over or responsibilities with respect to the subject of this Agreement during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without CVAG's prior written authorization. Consultant, its officers, employees, agents, or sub-consultants, shall not without written authorization from the CVAG Task Manager or unless requested by the CVAG Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property of CVAG. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives CVAG notice of such court order or subpoena.

(b) Consultant shall promptly notify CVAG should Consultant, its officers, employees, agents, or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property of CVAG or its members. CVAG retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with CVAG and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CVAG's right to review any such response does not imply or mean the right by CVAG

to control, direct, or rewrite said response.

(c) Consultant covenants that neither it nor any officer or principal of Consultant's firm has any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by Consultant as an officer, employee, agent, or subcontractor.

## 18. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CVAG:	Executive Director Coachella Valley Association of Governments 73-710 Fred Waring Drive, Suite 200 Palm Desert, CA 92260
----------	---

To Consultant:	[INSERT NAME, TITLE INSERT CONSULTANT NAME ADDRESS CITY, STATE, ZIP]
----------------	---

## 19. ASSIGNMENT/PERSONNEL

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of CVAG.

Because of the personal nature of the services to be rendered pursuant to this Agreement, there shall be no change in Consultant's Project Manager or members of the project team without prior written approval by CVAG.

## 20. MANAGEMENT

CVAG's Executive Director shall represent CVAG in all matters pertaining to the administration of this Agreement, review and approval of all services submitted by Consultant.

During the term of this Agreement, Consultant shall provide sufficient executive and administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof.

## 21. SUBCONTRACTS

Unless expressly permitted in the RFP or the exhibits hereto, Consultant shall obtain the prior written approval of CVAG before subcontracting any services related to this Agreement.

CVAG reserves the right to contract directly with any necessary subcontractors in the unlikely event it becomes necessary.

22. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the services described in this Agreement.

23. GOVERNING LAW

CVAG and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the Riverside County Superior Court, Desert Branch.

Any dispute arising under this Agreement shall first be decided by the CVAG Executive Director or designee. Consultant shall give CVAG written notice within seven (7) days after any event which Consultant believes may give rise to a claim for an increase in compensation or a change in the performance schedule. Within fourteen (14) days thereafter, Consultant shall supply CVAG with a statement supporting the claim. CVAG shall not be liable for and Consultant hereby waives any claim or potential claim which Consultant knew or should have known about and which was not reported in accordance with the provisions of this paragraph. Consultant agrees to continue performance of the services during the time any claim is pending. No claim shall be allowed if asserted after final payment.

24. FINAL PAYMENT CERTIFICATION AND RELEASE

CVAG shall not be obligated to make final payment to Consultant until Consultant has fully performed under this Agreement and has provided CVAG written assurances that Consultant has paid in full all outstanding obligations incurred as a result of Consultant's performance hereunder. All obligations owing by CVAG to Consultant shall be deemed satisfied upon Consultant's acceptance of the final payment. Thereafter, no property of CVAG shall be subject to any unsatisfied lien or claim arising out of this Agreement.

25. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

26. FORCE MAJEURE

Neither party hereto shall be liable to the other for its failure to perform under this Agreement when such failure is caused by strikes, accidents, acts of God, fire, war, flood, governmental restrictions, or any other cause beyond the control of the party charged with performance; provided that the party so unable to perform shall promptly advise the other party of the extent of its inability to perform. Any suspension of performance by reason of this paragraph shall be limited to the period during which such cause of failure exists.

27. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

By: \_\_\_\_\_  
Tom Kirk, Executive Director

[INSERT CONSULTANT]

By: \_\_\_\_\_  
[INSERT NAME, TITLE]

**EXHIBIT “A”**  
**SCOPE OF WORK**

To be provided on the following pages.

**EXHIBIT “B”**  
**PRICE FORMULA**

To be provided on the following pages.

## Attachment B: CVAG Current Applications Environment

Primary financial services for CVAG are provided using Tyler's Eden application suite (version 5.28.1.1.) installed on local Windows servers using Microsoft (MS) SQL 2016. CVCC and DCE both use QuickBooks.

System functionality of Eden, as the primary application suite is limited, since not all modules have been fully installed and/or configured since its implementation in 2001. As further identified in the budget documents linked in Section 2.1 No. 11, CVAG's internal growth and breadth of projects has increased many folds in recent years and the current environment in Eden is limited to General Ledger, Accounts Payable, and Project Accounting.

**Table 06: Current ERP Functions**

Current ERP Functions			
1	General Ledger and Accounts Payable	2	Project Accounting

### Other Major Applications

CVAG also uses a wide variety of applications to provide capability and functionality in specialized areas. Many of these applications are listed in Table 07.

**Table 07: Additional Software Applications**

Additional Software Applications		
No.	Application	Use/Summary
1	ArcGIS Pro v3.1	Application and tools for mapping, analyzing, and managing geographic data by ESRI
2	ArcMap v10.8	Software package that allows users to explore data within a data set, symbolize features accordingly, and create maps by ESRI
3	MS O365	A family of productivity software, collaboration, and cloud-based services by Microsoft. CVAG primarily uses the Exchange/Outlook product currently
4	Clear Forms (ClearGov)	Software platform used to create online versions of CVAG forms and data entry processes
5	QuickBooks Desktop Pro 2020	Locally installed accounting software that includes invoicing, estimates, contact management, inventory, and tax support for specific CVAG functions
6	Questica (A Euna Company)	Cloud-based budgeting software used externally to Eden during the annual CVAG budget process
7	Paychex	Outsourced payroll processing platform used by CVAG
8	KnowB4	Security awareness training and phishing simulation platform used to train CVAG staff and manage the ongoing problem of social engineering

Additional Software Applications		
No.	Application	Use/Summary
9	Purchasing	MS Excel
10	Grants Management	MS Excel
11	Fixed Assets	MS Excel
12	Human Resources: Personnel Management	MS Excel
13	Benefits Administration	MS Excel
14	Time and Attendance	MS Excel
15	Financial Reporting	MS Excel

The financial system used by CVAG is Tyler Technologies Eden system, which has been the primary system since approximately 2001. The Eden system currently deployed was not fully implemented and lacks processing capabilities, such as human resources and accounts receivable modules, grant reconciliation, and contract lifecycle management. More recently, CVAG was informed that the Eden system will no longer be supported as of March 2027.

The implementation of the current financial system is a cause of many of the operational issues facing the Finance/Administration Department. The lack of a workable financial system has increased the use of manual processes within the Finance/Administration Department, resulting in inefficiencies and lapses in services. As a result, several workarounds have been implemented to attempt to address the operational issues caused by the antiquated financial system through the increased use of technology such as QuickBooks, Excel spreadsheets, and various Microsoft products, such as Microsoft Task Planner. The Eden system supports the accounting for CVAG, while QuickBooks is used to support the financial accounting for both CVCC and DCE. CVAG seeks to acquire and implement a new integrated ERP system to support the financial accounting for all three agencies, which will include a detailed review and redesign of the Chart of Accounts; and provide integrated core modules in support of financial accounting and reporting, payroll, and human capital management.

Additionally, CVAG recently acquired a new budgeting system from Questica – a Euna Company and produced its FY2022-2023 and FY2023-2024 Annual Budget utilizing the application; and uses Paychex Small Business Package services for payroll processing and income taxes, which does not currently interface with CVAG’s financial accounting system.

As discussed above, a key need of CVAG relates analyzing the current chart of accounts and assisting in a complete redesign as part of the ERP selection and implementation. CVAG often created new funds in its current charts of accounts as a way of tracking information in a legacy financial system that lacks the flexibility to add segments and track projects, programs, or grants separately. As a result, CVAG has long lists of “funds” that should not actually be tracked separately. GFOA’s Fund Accounting Applications best practice (available at [gfoa.org](http://gfoa.org)) advises governments to establish clear criteria for determining whether a given “fund” in its accounting system should be treated as a fund for purposes of external financial reporting. The application of these criteria to individual “funds” should be documented and periodically reviewed to take

changes in circumstances into account (e.g., a significant decrease in a revenue source reported as a separate special revenue fund).